



**CITY OF BELTON
CITY COUNCIL
BUDGET WORK SESSION AND SPECIAL MEETING
TUESDAY, FEBRUARY 21, 2017 – 6:30 P.M.
CITY HALL ANNEX
520 MAIN STREET
AGENDA**

- I. CALL BUDGET WORK SESSION TO ORDER – 6:30 P.M.
 - A. Budget Overview
 1. General Fund
 2. Park Fund
 3. Wastewater Fund
 4. Water Fund
- II. ADJOURN BUDGET WORK SESSION
- III. CALL SPECIAL MEETING TO ORDER
- IV. PLEDGE OF ALLEGIANCE – COUNCILMAN TRUTZEL
- V. ROLL CALL
- VI. 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 January 24, 2017, City Council Regular Meeting.

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- B. Motion approving the January 2017 Municipal Police Judge’s Report.

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- C. Motion approving the purchase of one (1) new skid steer breaker attachment from Rex Spencer in the amount of \$6,000.00 for the Transportation Department.

This purchase is within budget.

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D. Motion approving Resolution R2017-03:

A RESOLUTION AUTHORIZING THE CITY COUNCIL OF BELTON, MISSOURI TO APPOINT PATRICIA PORTER TO SERVE ON THE BELTON TREE BOARD.

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VII. PERSONAL APPEARANCES

VIII. ORDINANCES

A. Motion approving final reading of Bill No. 2017-10:

AN ORDINANCE OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING AN AGREEMENT TO PYRAMID EXCAVATION AND CONSTRUCTION, INC. FOR THE EAST PACIFIC PROJECT INCLUDING STORMWATER DRAINAGE IMPROVEMENTS AND WATERLINE REPLACEMENTS IN THE AMOUNT OF \$632,355.00.

B. Motion approving first reading of Bill No. 2017-11:

AN ORDINANCE ACCEPTING A DONATION FROM AUSTIN AND ROBERTA LANDRETH FOR THE PURCHASE OF A NEW TELEVISION FOR FIRE STATION #1 AND APPROVING A RE-APPROPRIATION AND REVISION OF THE FISCAL YEAR 2017 ADOPTED CITY BUDGET TO PROPERLY ACCOUNT FOR THE DONATION AND EXPENDITURE.

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C. Motion approving both readings of Bill No. 2017-12:

AN ORDINANCE AUTHORIZING THE CHIEF OF POLICE TO SUBMIT FOR GRANT APPLICATIONS TO THE MISSOURI DEPARTMENT OF TRANSPORTATION (MODOT) DIVISION OF HIGHWAY SAFETY FOR 2017-2018.

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D. Motion approving first reading of Bill No. 2017-13:

AN ORDINANCE APPROVING AN ACQUISITION FUNDING AGREEMENT BETWEEN THE CITY OF BELTON, MISSOURI, AND BELTON 58 CHOPPER, LLC. FOR RIGHT-OF WAY ACQUISITION.

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E. Motion approving first reading of Bill No. 2017-14:

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

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- F. Motion approving first reading of Bill No. 2017-15:
AN ORDINANCE APPROVING THE ENGAGEMENT OF TROUTT, BEEMAN AND COMPANY TO AUDIT THE CITY FINANCIAL RECORDS FOR FISCAL YEAR 2017.

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- G. Motion approving first reading of Bill No. 2017-16:
AN ORDINANCE OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING SUPPLEMENTAL AGREEMENT NO. 1 TO SERVICE AGREEMENT FOR ON-CALL WATER, WASTEWATER, AND STORMWATER SERVICES BETWEEN THE CITY OF BELTON AND WIEDENMANN, INC.

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- H. Motion approving first reading of Bill No. 2017-17:
AN ORDINANCE AMENDING APPENDIX A PART I. - CODE OF ORDINANCES OF THE CITY OF BELTON MO AMBULANCE CHARGES FOR SERVICES.

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- I. Motion approving first reading of Bill No. 2017-18:
AN ORDINANCE APPROVING THE REAPPROPRIATION & REVISION OF THE CITY OF BELTON FISCAL YEAR 2017 ADOPTED CITY BUDGET FOR THE PURPOSE OF REPLACING THE ANALOG VIDEO SYSTEM IN COUNCIL CHAMBERS.

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- J. Motion approving both readings of Bill No. 2017-19:
AN ORDINANCE APPROVING THE REAPPROPRIATION & REVISION OF THE CITY OF BELTON FISCAL YEAR 2017 ADOPTED CITY BUDGET FOR THE PURPOSE OF PURCHASING FOUR (4) DURESS BUTTONS FOR CITY HALL AND THE CITY HALL ANNEX.

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- K. Motion approving both readings of Bill No. 2017-20:
AN ORDINANCE APPROVING THE FINANCIAL SERVICES AGREEMENT BETWEEN PIPER JAFFRAY & CO AND THE CITY OF BELTON, MISSOURI TO EVALUATE BOND ISSUANCE TERMS AND TRANSACTION MANAGEMENT WITH RESPECT TO THE PLANNED ISSUANCE OF SERIES 2017 REFUNDING CERTIFICATES OF PARTICIPATION AND GENERAL OBLIGATION REFUNDING BONDS.

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- IX. RESOLUTIONS
- X. CITY COUNCIL LIAISON REPORTS
- XI. MAYOR'S COMMUNICATIONS
- XII. CITY MANAGER'S REPORT
- XIII. MOTIONS
- XIV. OTHER BUSINESS
 - A. Review of January 2017 financial report
- XV. Motion to enter Executive Session to discuss matters pertaining to legal actions, according to Missouri Statute 610.021.1; to discuss matters pertaining to leasing, purchase or sale of real estate, according to Missouri Statute 610.021.2; to discuss matters pertaining to the hiring, firing, disciplining or promotion of personnel, according to Missouri Statute 610.021.3; and to discuss matters pertaining to preparation, including any discussion or work product, on behalf of a public governmental body or its representatives for negotiations with employee groups according to Missouri Statute 610.021.9 and that the record be closed.
- XVI. ADJOURN SPECIAL MEETING

SECTION VI

A

**MINUTES OF THE
BELTON CITY COUNCIL MEETING
JANUARY 24, 2017
CITY HALL ANNEX
520 MAIN STREET
BELTON, MISSOURI**

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

Councilman Peek led the Pledge of Allegiance to the Flag.

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

CONSENT AGENDA:

Councilman Lathrop moved to approve the consent agenda consisting of a **motion approving the minutes of the January 10, 2017, City Council Regular Meeting; and a motion approving the December 2016 Municipal Police Judge's Report.** Seconded by Councilman Trutzel. All present voted in favor of the consent agenda. Councilman Savage absent. Consent agenda approved.

PERSONAL APPEARANCES:

Cynthia Randazzo, Cass Community Health Foundation (2316 E Meyer Blvd, KCMO) – appeared before the Council to request road closure May 6, 2017, for the 23rd Annual 5K Walk/Run for Health, sponsored by Belton Regional Medical Center and Cosentino's Price Chopper. Police Chief James Person said Ms. Randazzo has served on the Board of Cass Community Health Foundation. For the last 22 years the walk for health started at the hospital and has been the major fundraiser for Cass Community Health Foundation. This year they are going in a little different direction in that this year includes a run. Ms. Randazzo said some of the changes include moving from a 4 mile walk to 5k run/walk. We have not requested street closure in the past and this year we do not want to close them for a long period of time, but there will be some crossover traffic to main intersections to stop and pause the traffic. In the Council packets is a proposed map of the new course. We are still starting at Belton Regional Medical Center. We don't anticipate any issues. We will utilize volunteers for key intersections and they will have safety vests and will go through training class. We have provided a certificate of insurance naming the city as insured. Even though we are not closing the streets we are requesting authorization from the Council to move ahead with the event in the new format. Mayor Davis said this is a great cause and asked how many participants they had in the past. Chief Person said about 400 over the years and we are anticipating at least that many walkers. Kevin Wood, former Harrisonville Mayor, is chair of the event this year. The honorary chair of the event this year is Chase Kauffman. Mayor Davis volunteered Councilman Finn to get teams together. **Councilman Lathrop moved to approve the Cass Community Health Foundation**

5K Walk/Run for Health on Saturday, May 6, 2017 at 8:00 a.m. Councilman Peek seconded. All present voted in favor. Councilman Savage absent. Motion carried.

Richard Smith, (6405 Trott Road, Belton) Downtown Belton Main Street, Inc (408 Main Street, Belton) appeared before the Council to request road closed for the 2017 Cruisin' Main Street Car Cruises – April 22, May 27, June 24, July 22, August 26, September 23, & October 28, 2017; 3:00-9:00 pm; and a Car Show on October 8, 2017; 11:00 am – 5:00 pm. Any rainouts will be the following Saturday, barring any conflict. **Councilman Trutzel moved to approve the 2017 Cruisin' Main Street Car Cruises – April 22, May 27, June 24, July 22, August 26, September 23, & October 28, 2017; 3:00-9:00 pm; and a Car Show on October 8, 2017; 11:00 am – 5:00 pm, with any rainouts the following week, barring any conflict.** Councilman Fletcher seconded. All present voted in favor. Councilman Savage absent. Motion carried.

ORDINANCES:

Ms. Ledford gave the final reading of Bill No. 2016-130: **AN ORDINANCE APPROVING THE PETITION TO AMEND THE FIRST AMENDED PETITION TO ESTABLISH THE GRAND HILL COMMUNITY IMPROVEMENT DISTRICT GENERALLY LOCATED EAST OF THE SOUTH OUTER ROAD OF INTERSTATE 49 ALONG GRAND STREET AND HILL STREET, ALL IN THE CITY OF BELTON, MISSOURI; AUTHORIZING COLLECTION OF SPECIAL ASSESSMENTS ON PROPERTIES LOCATED IN THE DISTRICT; AND DIRECTING THE CITY CLERK TO REPORT THE AMENDMENT AND AUTHORIZATION TO ASSESS A SPECIAL ASSESSMENT TO THE MISSOURI DEPARTMENT OF ECONOMIC DEVELOPMENT.** Presented by Councilman Trutzel, seconded by Councilman Peek. The Council was polled and the following vote recorded: Ayes: 8, Councilmen Trutzel, Finn, Mayor Davis, Councilmen Lathrop, Fletcher, VanWinkle, Peek, and Newell; Noes: None; Absent: 1, Councilman Savage. Bill No. 2016-130, was declared passed and in full force and effect as Ordinance No. 2017-4301, subject to Mayoral veto.

Ms. Ledford gave final reading of Bill No. 2017-01: **AN ORDINANCE AMENDING CHAPTER 1 – GENERAL PROVISIONS, SECTION 1-17 – GENERAL PENALTY AND CONTINUING VIOLATIONS OF THE CODE OF ORDINANCES OF THE CITY OF BELTON, MISSOURI TO REVISE THE CITY CODES AND BE IN COMPLIANCE WITH THE MANDATES OF MISSOURI SENATE BILL 572 EFFECTIVE AUGUST 28, 2016.** Presented by Councilman Newell, seconded by Councilman Fletcher. Mayor Davis said he was informed today there may be some push back. Megan McGuire, City Attorney, said that is a possibility and if it does we will be back revising numbers. Councilman Lathrop said there is a group from the Cass County League of Cities going down to Jefferson City, February 14-15, to push for these changes. The Council was polled and the following vote recorded: Ayes: 8, Councilmen Finn, Peek, Lathrop, Mayor Davis, Councilmen Trutzel, Fletcher, VanWinkle and Newell; Noes: None; Absent: 1, Councilmen Savage. Bill No. 2017-01 was declared passed and in full force and effect as Ordinance No. 2017-4302, subject to Mayoral veto.

Ms. Ledford gave the final reading of Bill No. 2017-02: **AN ORDINANCE AMENDING CHAPTER 8 – COURTS AND JAILS OF THE CODE OF ORDINANCES OF THE CITY OF BELTON, MISSOURI TO REVISE THE CITY CODES AND BE IN COMPLIANCE WITH THE MANDATES OF MISSOURI SENATE BILL 572 EFFECTIVE AUGUST 28, 2016.** Presented by Councilman Trutzel, seconded by Councilmen Lathrop. The Council was polled and the following vote recorded: Ayes; 8, Councilmen VanWinkle, Newell, Peek, Fletcher, Finn, Lathrop, Trutzel, and Mayor Davis; Noes: None; Absent: 1, Councilmen Savage.

Bill No. 2017-02 was declared passed and in full force and effect as Ordinance No. 2017-4303, subject to Mayoral veto.

Ms. Ledford gave the final reading of Bill No. 2017-03: **AN ORDINANCE AMENDING CHAPTER 14 – NUISANCES, ARTICLES I, II AND III OF THE CODE OF ORDINANCES OF THE CITY OF BELTON, MISSOURI TO REVISE THE CITY CODES AND BE IN COMPLIANCE WITH THE MANDATES OF MISSOURI SENATE BILL 572 EFFECTIVE AUGUST 28, 2016.** Presented by Councilman Finn, seconded by Councilman Peek. The Council was polled and the following vote recorded; Ayes: 8, Councilmen Peek, VanWinkle, Mayor Davis, Councilmen Newell, Finn, Fletcher, Trutzel, and Lathrop; Noes: None; Absent: 1, Councilmen Savage. Bill No. 2017-03 was declared passed and in full force and effect as Ordinance No. 2017-4304, subject to Mayoral veto.

Ms. Ledford gave the final reading of Bill No. 2017-04: **AN ORDINANCE APPROVING AN AMENDMENT TO THE CITY’S ZONING MAP, FROM M-1 (LIGHT MANUFACTURING) TO C-2 (GENERAL COMMERCIAL), FOR A 1.07-ACRE TRACT OF LAND, LEGALLY DESCRIBED AS SECTION 18, TOWNSHIP 46, RANGE 32, ADDRESSED AS 234 PECULIAR DRIVE, IN THE CITY OF BELTON, CASS COUNTY, MISSOURI.** Presented by Councilman Lathrop, seconded by Councilman Trutzel. The Council was polled and the following vote recorded: Mayor Davis, Councilmen Peek, Newell, Finn, Fletcher, Lathrop, Trutzel, and VanWinkle; Noes: None; Absent: 1, Councilman Savage. Bill No. 2017-04 was declared passed and in full force and effect as Ordinance No. 2017-4305, subject to Mayoral veto.

Ms. Ledford gave the final reading of Bill No. 2017-06: **AN ORDINANCE AUTHORIZING THE CITY OF BELTON, MISSOURI THROUGH ITS POLICE DEPARTMENT TO ENTER INTO AN INSTALLATION AGREEMENT TO UPGRADE ANALOG CAMERAS WITH KENTON BROTHERS LOCKSMITHS, INC. TO COMPLETE THE CONVERSION TO ALL DIGITAL CAMERAS FOR THE BUILDING VIDEO SECURITY SYSTEM.** Presented by Councilman Finn, seconded by Councilman Peek. The Council was polled and the following vote recorded; Ayes: 8, Councilmen Trutzel, Newell, Finn, Mayor Davis, Councilmen Lathrop, Fletcher, VanWinkle, and Peek; Noes: None; Absent: 1, Councilman Savage. Bill No. 2017-06 was declared passed and in full force and effect as Ordinance No. 2017-4306, subject to Mayoral veto.

Ms. Ledford read Bill No. 2017-08: **AN ORDINANCE OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING SUPPLEMENTAL AGREEMENT NO. 1 TO SERVICE AGREEMENT FOR ON-CALL WATER, WASTEWATER, AND STORMWATER SERVICES BETWEEN THE CITY OF BELTON AND PRECISION CONSTRUCTION & CONTRACTING, LLC.** Presented by Councilman Trutzel, seconded by Councilman Peek. Alexa Barton, Assistant City Manager, said both readings are requested because of a safety issue and we need to make some repairs. Vote on the first reading was recorded with all voting in favor. Councilman Savage absent. **Councilman Newell moved to hear the final reading.** Councilman VanWinkle seconded. All present voted in favor. The final reading was read. Presented by Councilman Trutzel, seconded by Councilman Peek. The Council was polled and the following vote recorded; Ayes: 8, Councilmen Finn, Trutzel, Lathrop, Newell, Fletcher, VanWinkle, Peek, and Mayor Davis; Noes: None; Absent: 1, Councilman Savage. Bill No. 2017-08 was declared passed and in full force and effect as Ordinance No. 2017-4307, subject to Mayoral veto.

Ms. Ledford read Bill No. 2017-09: **AN ORDINANCE OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING SUPPLEMENTAL AGREEMENT NO. 1 TO SERVICE AGREEMENT FOR ON-CALL WATER, WASTEWATER, AND**

STORMWATER SERVICES BETWEEN THE CITY OF BELTON AND PYRAMID EXCAVATION AND CONSTRUCTION, INC. Presented by Councilman Lathrop, seconded by Councilman Newell. All voted in favor. Councilman Savage absent. **Councilman Finn moved to hear the final reading.** Councilman Peek seconded. All present voted in favor. The final reading was read. Presented by Councilman Trutzel, seconded by Councilman Lathrop. The Council was polled and the following vote recorded; Ayes: 8, Councilmen Newell, Finn, Trutzel, Mayor Davis, Councilmen Lathrop, Fletcher, VanWinkle, and Peek; Noes: None; Absent: 1, Councilman Savage. Bill No. 2017-09 was declared passed and in full force and effect as Ordinance No. 2017-4308, subject to Mayoral veto.

Ms. Ledford read Bill No. 2017-10: **AN ORDINANCE OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING AN AGREEMENT TO PYRAMID EXCAVATION AND CONSTRUCTION, INC. FOR THE EAST PACIFIC PROJECT INCLUDING STORMWATER DRAINAGE IMPROVEMENTS AND WATERLINE REPLACEMENTS IN THE AMOUNT OF \$632,355.00.** Presented by Councilman Trutzel, seconded by Councilman Peek. Councilman Lathrop said if Phase 1 is separate, the city could save \$16,000 with Redford Construction and \$57,000 on Phase 2 with Midwest Heavy. He asked why we were using Pyramid. Alexa Barton, Assistant City Manager, asked if it is an all or nothing bid. Michael Doi, Public Works Director, said he would have to check. But it makes for dealing with one contractor easier than dealing with two. Megan McGuire, City Attorney, said Pyramids QAP score was much higher and more concise and complete. Vote on the first reading was recorded with all present voting in favor. Councilman Savage absent. First reading passed.

MAYOR'S COMMUNICATIONS :

Mayor Davis announced that Chris Osterberg, former Belton Emergency Management Director is very ill and requested prayers for him.

The Polar Plunge is Saturday, January 28 and Mayor Pro Tem Fletcher has volunteered to take the Mayor's place. Mayor Davis said he donated \$100 today for the cause.

Belton Emergency Management Volunteer dinner is Saturday, January 28 at 7:00 at Memorial Station. He encouraged the Council to attend.

OTHER BUSINESS:

Lot Line Adjustment requested by Mr. Todd Christy, 412 Bradford Lane, Belton

Jay Leipzig, Community Development Director, said Mr. Christy is asking the City to convey about 1,500 feet of property so he can install a fence on his property. Mr. Leipzig said per Chapter 34 of the Unified Development Code, the Council can instruct the Planning Commission to hold a public hearing to consider the vacation of any public easement or right-of-way and that is what staff is recommending. Councilman Trutzel asked if there is a drainage easement. Mr. Leipzig said there is a drainage way. Councilman Newell asked if that would move the property into a flood plain. Mr. Leipzig said it will encroach on it. Councilman Newell asked if we have to get corps of engineers involved. Mr. Leipzig said no it will be a local review. Councilman Trutzel said we need to check closely on the flood control as it could cost them in the long run. Alexa Barton, Assistant City Manager, said we are trying to accommodate this fence on their property probably through an easement; a conveyance is probably not on the table. **Councilman Newell moved to approve the Planning Commission to hold a public hearing to consider the**


vacation of any public easement or right-of-way. Councilman Peek seconded. All voted in favor. Councilman Savage absent. Motion carried.

Police Chief James Person announced the DARE graduation is Thursday. Councilmen Fletcher and/or Councilmen Peek will read the proclamations.

Reminder next Tuesday is a 5th Tuesday and there will not be a City Council meeting.

At 7:39 P.M. Councilman Finn moved to enter Executive Session to discuss matters pertaining to Legal Actions, according to Missouri Statute 610.021.1, and that the record be closed. Councilman Fletcher seconded. The following vote was recorded; Ayes: 8, Mayor Davis, Councilmen Peek, Newell, Finn, Fletcher, Lathrop, Trutzel, and VanWinkle; Noes: None; Absent: 1, Councilman Savage.

The Council returned from Executive Session at 8:07 P.M. Being no further business, Councilman Lathrop moved to adjourn, seconded by Councilman Peek. All voted in favor. Councilman Savage absent. Meeting adjourned.



Patti Ledford, City Clerk


Jeff Davis, Mayor

SECTION VI

B

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

COURT DATES: 1/4/17; 1/11/17; 1/18/17; 1/25/17



MUNICIPAL JUDGE **2/8/17**
DATE

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

CITY CLERK **DATE**



Payment Plan Reports

Belton

Tuesday, February 7, 2017 2:04 PM

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

PP#	Defendant Name	Trans. Date	Trans. Number	Receipt #	Citation#-Viol.	Amount Paid
PP0000012	SULLIVAN, BETTY JANE	01/03/2017	421447	R00035035	121162617-1	\$10.00
PP0000012 Totals:						\$10.00
PP0000285	DAVIS, STELLA M	01/27/2017	422762	R00035532	140789814-1	\$35.00
PP0000285 Totals:						\$35.00
PP0000412	SELLNER, DEREK MICHAEL	01/05/2017	421677	R00035145	140792586-1	\$25.00
PP0000412 Totals:						\$25.00
PP0000431	BREITWEISER, ANGELIC MARIE	01/06/2017	421728	R00035171	121165493-1	\$20.00
PP0000431 Totals:						\$20.00
PP0000472	NOY, JOJUAN JALEEL	01/20/2017	422398	R00035401	140793278-1	\$50.00
PP0000472 Totals:						\$50.00
PP0000518	HILTNER, JOHN DANIEL	01/13/2017	422108	R00035297	140794136-1	\$50.00
PP0000518 Totals:						\$50.00
PP0000523	HUGGINS, BRANDON LEE	01/03/2017	421436	R00035009	140790774-1	\$75.00
PP0000523 Totals:						\$75.00
PP0000526	GLASS, STEVEN ALEX	01/15/2017	422129	R00035325	140794124-1	\$25.00
PP0000526 Totals:						\$25.00
PP0000631	BROWN, ANGELICA J	01/25/2017	422657	R00035495	140796145-1	\$60.00
PP0000631 Totals:						\$60.00
PP0000724	GREGG, JO LEE	01/09/2017	421818	R00035199	140797541-1	\$20.00
PP0000724 Totals:						\$20.00
PP0000726	BRUNNER, JESSICA D	01/04/2017	421515	R00035084	140790334-1	\$40.00
PP0000726 Totals:						\$40.00
PP0000729	JONES, DASMOND R	01/24/2017	422542	R00035450	140796529-1	\$50.00
PP0000729 Totals:						\$50.00
PP0000730	JORDAN, DASEAN NATHANIEL	01/23/2017	422503	R00035429	140791343-1	\$50.00
PP0000730 Totals:						\$50.00
PP0000737	MCCOY, GAGE ALLAN	01/31/2017	423137	R00035593	140791744-1	\$84.50
PP0000737 Totals:						\$84.50
PP0000748	PLUMB, ROSE MARIE	01/25/2017	422593	R00035476	140797064-1	\$95.00
PP0000748 Totals:						\$95.00
PP0000891	BUTLER, CIARA M	01/19/2017	422348	R00035383	140796273-1	\$113.00
PP0000891 Totals:						\$113.00
PP0000906	BLACK, BRANDON LLOYD	01/13/2017	422113	R00035302	140797213-1	\$40.00
PP0000906 Totals:						\$40.00
PP0000926	JONES, TAJALA RENA	01/09/2017	421819	R00035200	140796435-1	\$50.00
PP0000926 Totals:						\$50.00
PP0000956	BROWN, JACLYN MAE	01/28/2017	422834	R00035542	140801036-1	\$25.00
PP0000956 Totals:						\$25.00
PP0000958	DIPASQUALE, NATHANAEL CLAY	01/12/2017	422036	R00035279	140789495-1	\$50.00
PP0000958 Totals:						\$50.00
PP0000961	ULMO, NATHANIEL JARED	01/19/2017	422355	R00035384	140799777-1	\$76.00
		01/19/2017	422355	R00035384	140799779-1	\$10.00
PP0000961 Totals:						\$86.00
PP0000968	CONNELY, RICHARD STEPHEN	01/24/2017	422535	R00035447	140799130-1	\$25.00
PP0000968 Totals:						\$25.00
PP0000973	BROWN, KESHA RENEE	01/03/2017	421448	R00035036	140791426-1	\$10.00
PP0000973 Totals:						\$10.00

* Indicates an overpayment was made on the Payment Plan

PP0000976	MOORE, JOSHUA ALEN	01/26/2017	422721	R00035502	140793886-1	\$115.00
PP0000976 Totals:						\$115.00
PP0000991	HAMILTON, LAQUITA RANEE	01/06/2017	421701	R00035155	140802329-1	\$20.00
PP0000991 Totals:						\$20.00
PP0000999	WEAVER, JESSICA LYNNE	01/23/2017	422522	R00035443	140796152-1	\$100.00
PP0000999 Totals:						\$100.00
PP0001003	WASHINGTON, SYLVESTER B	01/03/2017	421451	R00035039	140800067-1	\$30.00
PP0001003 Totals:						\$30.00
PP0001009	RUCKER, MARCUS G	01/11/2017	421903	R00035241	140802086-1	\$100.00
PP0001009 Totals:						\$100.00
PP0001011	HARP, ANNE FAITH	01/03/2017	421427	R00035002	140796500-1	\$40.00
PP0001011 Totals:						\$40.00
PP0001016	AULT, JUSTIN AARON	01/18/2017	422253	R00035367	140792353-1	\$40.00
PP0001016 Totals:						\$40.00
PP0001017	BESSENBACHER, JASON SETH	01/25/2017	422629	R00035490	140798105-1	\$30.00
PP0001017 Totals:						\$30.00
PP0001019	RUSSELL, THOMAS MICHAEL EARL	01/27/2017	422748	R00035518	140797317-1	\$10.00
PP0001019 Totals:						\$10.00
PP0001023	EVERETT, JOSEPH DALTON	01/24/2017	422525	R00035446	140796484-1	\$10.00
PP0001023 Totals:						\$10.00
PP0001028	CLARY, KENNETH LEE JR	01/11/2017	421881	R00035228	140798621-1	\$310.00
* PP0001028 Totals:						\$310.00
PP0001040	HAYES, AMANDA BETH	01/13/2017	422109	R00035298	140798636-1	\$20.00
PP0001040 Totals:						\$20.00
PP0001059	LOONEY, HAILEE ALEXIS	01/17/2017	422183	R00035327	140800626-1	\$100.00
PP0001059 Totals:						\$100.00
PP0001065	HASSELL, RITA JEAN	01/27/2017	422763	R00035533	140800630-1	\$15.00
PP0001065 Totals:						\$15.00
PP0001088	VERHELLE, GABRIAL RAE	01/11/2017	421880	R00035225	140799381-1	\$125.00
PP0001088 Totals:						\$125.00
PP0001089	HANTAK, KATE E	01/06/2017	421727	R00035170	140795996-1	\$50.00
PP0001089 Totals:						\$50.00
PP0001101	FRANKEN, WILLIAM DUSTIN	01/25/2017	422575	R00035458	140799057-1	\$130.00
		01/25/2017	422575	R00035458	140799058-1	\$20.00
PP0001101 Totals:						\$150.00
PP0001106	PHILLIPS, ROBERTA L	01/06/2017	421714	R00035160	140799975-1	\$50.00
PP0001106 Totals:						\$50.00
PP0001111	MULLINS, KENT WILLIAM	01/04/2017	421508	R00035077	140803037-1	\$300.00
		01/04/2017	421508	R00035077	140790410-1	\$55.00
PP0001111 Totals:						\$355.00
PP0001118	JONES, ROSHELL A	01/27/2017	422750	R00035520	140799926-1	\$50.00
PP0001118 Totals:						\$50.00
PP0001121	HUTCHISON, TANNA LOUISE	01/30/2017	423085	R00035555	140802054-1	\$25.00
PP0001121 Totals:						\$25.00
PP0001122	ESPINOZA-HARWOOD, TERRI L	01/03/2017	421365	R00034998	140790544-1	\$20.00
PP0001122 Totals:						\$20.00
PP0001131	TAYLOR, VICTOR E JR	01/11/2017	421859	R00035222	140799998-1	\$89.00
PP0001131 Totals:						\$89.00
PP0001143	YARBER, DAVID ANDREW	01/10/2017	421853	R00035216	140801285-1	\$45.00
PP0001143 Totals:						\$45.00
PP0001150	WINER, DUSTIN JAMES	01/11/2017	421962	R00035262	140802163-1	\$25.00
PP0001150 Totals:						\$25.00
PP0001163	KEETON, TANDRA MICHELLE	01/04/2017	421633	R00035132	140797128-1	\$20.00
PP0001163 Totals:						\$20.00
PP0001174	GILLETTE, TYLER SCOTT	01/25/2017	422618	R00035488	140798720-1	\$50.00

* Indicates an overpayment was made on the Payment Plan

PP0001174	GILLETTE, TYLER SCOTT	01/30/2017	422874	R00035546	140798720-1	\$25.00
PP0001174 Totals:						\$75.00
PP0001175	RUSSELL, KOLTEN CLYDE	01/04/2017	421624	R00035125	140800130-1	\$70.00
PP0001175 Totals:						\$70.00
PP0001177	CHAPPELL, JOHN H III	01/25/2017	422586	R00035470	140802626-1	\$60.00
PP0001177 Totals:						\$60.00
PP0001192	MUDER, HOLLYANNE RENEE	01/11/2017	422000	R00035275	140803542-1	\$10.00
PP0001192 Totals:						\$10.00
PP0001201	CORNELIUS, FORTESHIA J	01/25/2017	422549	R00035454	140802596-1	\$70.00
PP0001201 Totals:						\$70.00
PP0001203	CREPEAU, ROBERT T	01/09/2017	421790	R00035175	140791409-1	\$75.00
PP0001203 Totals:						\$75.00
PP0001211	SHOEMAKER, BREANNA NICHOLE	01/15/2017	422126	R00035322	140802519-1	\$50.00
		01/15/2017	422130	R00035326	140802519-1	\$25.00
* PP0001211 Totals:						\$75.00
PP0001212	JACKSON, TERRANCE STEVEN	01/25/2017	422576	R00035459	140801564-1	\$29.00
PP0001212 Totals:						\$29.00
PP0001227	SARTAIN, SHEENA KRISTIN	01/04/2017	421517	R00035087	140801164-1	\$50.00
		01/26/2017	422687	R00035499	140801164-1	\$20.00
PP0001227 Totals:						\$70.00
PP0001229	LOVINGOOD, DONAVAN L	01/25/2017	422572	R00035455	140797416-1	\$75.00
PP0001229 Totals:						\$75.00
PP0001239	KEETON, ERIC A	01/25/2017	422577	R00035460	140799360-1	\$100.00
PP0001239 Totals:						\$100.00
PP0001241	BRUBECK, JASON MARIO	01/30/2017	423086	R00035556	140802055-1	\$25.00
PP0001241 Totals:						\$25.00
PP0001247	TURNER, TRACI L	01/25/2017	422594	R00035477	140802648-1	\$50.00
PP0001247 Totals:						\$50.00
PP0001249	BARRERA, YOLANDA MORENO	01/06/2017	421725	R00035168	140800134-1	\$75.00
PP0001249 Totals:						\$75.00
PP0001252	MILLER, BYRON LAVELLE LAMONT	01/02/2017	421363	R00034996	140798226-1	\$200.00
PP0001252 Totals:						\$200.00
PP0001253	HIBLER, JENNIFER MARIE	01/20/2017	422409	R00035411	140802799-1	\$100.00
PP0001253 Totals:						\$100.00
PP0001255	SHARP, TODD FRANCIS	01/03/2017	421444	R00035032	140798873-1	\$50.00
PP0001255 Totals:						\$50.00
PP0001262	RICHARDSON, RAYMOND BRET	01/13/2017	422123	R00035319	140804184-1	\$50.00
PP0001262 Totals:						\$50.00
PP0001271	WISDOM, SARAH KATHERINE	01/04/2017	421486	R00035055	140803730-1	\$50.00
		01/04/2017	421486	R00035055	140803731-1	\$75.00
		01/27/2017	422757	R00035527	140803731-1	\$125.00
PP0001271 Totals:						\$250.00
PP0001276	BETZ-BRYANT, PARRISH T	01/26/2017	422685	R00035497	140804216-1	\$50.00
PP0001276 Totals:						\$50.00
PP0001278	JONES, DAKOTA JONES	01/04/2017	421512	R00035081	140800842-1	\$175.00
* PP0001278 Totals:						\$175.00
PP0001280	SMITH, JOSHUA CLINTON	01/27/2017	422725	R00035504	140801392-1	\$75.00
PP0001280 Totals:						\$75.00
PP0001299	ZUBER, JENNIFER S	01/03/2017	421438	R00035011	140795197-1	\$64.50
PP0001299 Totals:						\$64.50
PP0001301	MAYS, AMANDA L	01/12/2017	422045	R00035280	140802828-1	\$40.00
PP0001301 Totals:						\$40.00
PP0001304	WOFFORD, AMBER SHALISE	01/18/2017	422252	R00035366	140802374-1	\$25.00
PP0001304 Totals:						\$25.00
PP0001305	TEESLINK, KAYLA MARIE	01/04/2017	421463	R00035050	140800882-1	\$110.00
PP0001305 Totals:						\$110.00

* Indicates an overpayment was made on the Payment Plan

PP0001306	SWANSON, KRISTINA M	01/04/2017	421596	R00035116	140799060-1	\$25.00
PP0001306 Totals:						\$25.00
PP0001314	WOODBERRY, TAUREAN CANNON	01/20/2017	422391	R00035392	121165601-1	\$95.00
PP0001314 Totals:						\$95.00
PP0001315	THURSTON, JOHN EVERET JOSEPH	01/03/2017	421441	R00035014	140799091-1	\$100.00
		01/11/2017	421904	R00035242	140799091-1	\$120.00
PP0001315 Totals:						\$220.00
PP0001316	ARNOLD, OLIVIA SIMONE	01/06/2017	421719	R00035165	140800884-1	\$60.00
		01/20/2017	422400	R00035402	140800884-1	\$30.00
PP0001316 Totals:						\$90.00
PP0001317	BASINSKI, TAYLOR MATTHEW	01/11/2017	421963	R00035263	140803000-1	\$30.00
PP0001317 Totals:						\$30.00
PP0001319	NOYES, CLAUDIA ELIZABETH	01/27/2017	422760	R00035531	140804531-1	\$90.00
PP0001319 Totals:						\$90.00
PP0001320	CASTRO, BRIAN A	01/12/2017	422047	R00035282	140801429-1	\$45.00
PP0001320 Totals:						\$45.00
PP0001321	EDWARDS, COLTON BRYCE	01/03/2017	421432	R00035005	140800971-1	\$75.00
* PP0001321 Totals:						\$75.00
PP0001323	MADRID, IRIS NOELIA	01/13/2017	422106	R00035295	140804688-1	\$133.00
PP0001323 Totals:						\$133.00
PP0001324	PAYNE, BOOKER T	01/17/2017	422187	R00035331	140803792-1	\$50.00
PP0001324 Totals:						\$50.00
PP0001325	SCHEINER, CALVIN CASE	01/09/2017	421820	R00035201	140804097-1	\$75.00
* PP0001325 Totals:						\$75.00
PP0001327	BOSSOW, JERRY LEE	01/30/2017	423087	R00035557	140789778-1	\$52.00
		01/30/2017	423087	R00035557	140789777-1	\$148.00
PP0001327 Totals:						\$200.00
PP0001331	MAGNESS, MATTHEW COLIN	01/13/2017	422121	R00035316	140801376-1	\$200.00
PP0001331 Totals:						\$200.00
PP0001332	THOMPSON, DEONTE NAMONE	01/13/2017	422125	R00035321	140804578-1	\$123.00
		01/13/2017	422125	R00035321	140804577-1	\$113.00
PP0001332 Totals:						\$236.00
PP0001333	COLEMAN, JEREMIAH	01/04/2017	421499	R00035067	160753132-1	\$20.00
PP0001333 Totals:						\$20.00
PP0001335	FITZGERALD, HEATHER MICHELLE	01/18/2017	422220	R00035363	140796195-1	\$25.00
PP0001335 Totals:						\$25.00
PP0001337	LABOSKY, MONNICA CHRISTINE	01/06/2017	421712	R00035158	140801627-1	\$50.00
PP0001337 Totals:						\$50.00
PP0001338	HARTMAN, ISAAC D	01/17/2017	422193	R00035332	140803722-1	\$37.50
PP0001338 Totals:						\$37.50
PP0001340	MORGAN, DANIEL L	01/04/2017	421492	R00035062	140801409-1	\$100.00
PP0001340 Totals:						\$100.00
PP0001341	RICHMAN, ANDRE LEE	01/20/2017	422408	R00035409	140802672-1	\$43.00
		01/20/2017	422408	R00035409	140802671-1	\$7.00
PP0001341 Totals:						\$50.00
PP0001342	MILLER, MCKINZEY JO	01/18/2017	422321	R00035378	140798927-1	\$50.00
PP0001342 Totals:						\$50.00
PP0001343	SALGATO-ARISTA, ANTONIO	01/17/2017	422184	R00035328	140804562-1	\$95.00
		01/17/2017	422184	R00035328	140804564-1	\$79.50
PP0001343 Totals:						\$174.50
PP0001344	BOONE, SHIRLEY M	01/04/2017	421513	R00035082	140802943-1	\$50.00
PP0001344 Totals:						\$50.00
PP0001345	PARSONS, GREGORY A	01/23/2017	422517	R00035439	140802942-1	\$50.00
PP0001345 Totals:						\$50.00
PP0001346	HUSTY, BRADLEY RYAN	01/29/2017	422836	R00035544	140800023-1	\$50.00
PP0001346 Totals:						\$50.00

* Indicates an overpayment was made on the Payment Plan

PP0001347	CAYWOOD, MICHAEL RAY	01/04/2017	421491	R00035061	140804108-1	\$100.00
PP0001347 Totals:						\$100.00
PP0001348	WISDOM, SONYA J	01/17/2017	422194	R00035333	140801384-1	\$10.00
		01/17/2017	422194	R00035333	140801383-1	\$10.00
PP0001348 Totals:						\$20.00
PP0001349	DICKERSON, ANDREW BRIAN	01/11/2017	421882	R00035229	140801685-1	\$60.00
* PP0001349 Totals:						\$60.00
PP0001350	BROOKS, AMBER JEAN	01/04/2017	421509	R00035078	140801318-1	\$25.00
		01/19/2017	422378	R00035387	140801318-1	\$25.00
		01/31/2017	423123	R00035579	140801318-1	\$25.00
PP0001350 Totals:						\$75.00
PP0001351	ROLLINS, CYNTHIA DENISE	01/30/2017	423102	R00035566	140798414-1	\$25.00
PP0001351 Totals:						\$25.00
PP0001352	JENKINS, DAVID LYNN	01/20/2017	422392	R00035394	140802874-1	\$60.00
PP0001352 Totals:						\$60.00
PP0001353	JOHNSTON, CATHERINE MARTINA	01/19/2017	422379	R00035388	140790789-1	\$75.00
		01/19/2017	422379	R00035388	140790788-1	\$149.00
* PP0001353 Totals:						\$224.00
PP0001357	JOHNSON, CHEQUANA F	01/25/2017	422581	R00035465	140801671-1	\$49.00
PP0001357 Totals:						\$49.00
PP0001358	COONCE, EDWARD LEE	01/18/2017	422325	R00035379	140800181-1	\$50.00
PP0001358 Totals:						\$50.00
PP0001361	SPENCER, SADE MAE	01/23/2017	422493	R00035423	140803803-1	\$100.00
* PP0001361 Totals:						\$100.00
PP0001366	JACKSON, CHRISTINA	01/13/2017	422124	R00035320	140800873-1	\$20.00
PP0001366 Totals:						\$20.00
PP0001368	MAYFIELD, BRANDY JEAN	01/30/2017	423098	R00035562	140798399-1	\$20.00
PP0001368 Totals:						\$20.00
PP0001371	PATTERSON, GARY WAYNE	01/03/2017	421462	R00035049	140804087-1	\$100.00
PP0001371 Totals:						\$100.00
PP0001372	MAYES, MERSADI LYNN	01/18/2017	422259	R00035371	140799512-1	\$25.00
		01/18/2017	422259	R00035371	140799511-1	\$25.00
		01/18/2017	422259	R00035371	140799513-1	\$50.00
PP0001372 Totals:						\$100.00
PP0001377	TAFT, PATRICIA ANN	01/03/2017	421366	R00034999	140801682-1	\$133.00
PP0001377 Totals:						\$133.00
PP0001383	PEEL, AMANDA KAY	01/03/2017	421433	R00035006	140801473-1	\$113.00
PP0001383 Totals:						\$113.00
PP0001385	JANES, SEAN LEE	01/13/2017	422102	R00035292	140802509-1	\$20.00
		01/27/2017	422774	R00035540	140802509-1	\$20.00
PP0001385 Totals:						\$40.00
PP0001386	WHEELER, MEG NICOLE	01/13/2017	422097	R00035288	140801461-1	\$113.00
		01/13/2017	422097	R00035288	140801462-1	\$12.00
PP0001386 Totals:						\$125.00
PP0001387	HORTON, MICHAEL WAYNE	01/27/2017	422726	R00035505	140801386-1	\$50.00
PP0001387 Totals:						\$50.00
PP0001388	JENNINGS, JERRY LEE II	01/17/2017	422195	R00035334	140802934-1	\$50.00
PP0001388 Totals:						\$50.00
PP0001389	BROOKS, KIEANNA M	01/12/2017	422048	R00035283	140802870-1	\$113.00
PP0001389 Totals:						\$113.00
PP0001390	SCHLIEM, CURTIS LEE JR	01/25/2017	422587	R00035472	140802307-1	\$20.00
PP0001390 Totals:						\$20.00
PP0001396	RECALDE, LARRY IAN	01/20/2017	422410	R00035412	140799024-1	\$123.00
		01/20/2017	422410	R00035412	140799022-1	\$133.00
PP0001396 Totals:						\$256.00
PP0001397	TINDALL, JENNIFER JAICOLE	01/04/2017	421601	R00035118	140804113-1	\$150.00
PP0001397 Totals:						\$150.00

* Indicates an overpayment was made on the Payment Plan

PP0001398	RITTER, MITZI ANN	01/17/2017	422218	R00035361	140801502-1	\$25.00
		01/30/2017	422881	R00035551	140801502-1	\$25.00
PP0001398 Totals:						\$50.00
PP0001401	WRIGHT, MARCUS R	01/04/2017	421614	R00035121	160752112-1	\$50.00
PP0001401 Totals:						\$50.00
PP0001403	WHITE, KASSIDY BRYNN	01/04/2017	421616	R00035122	121165613-1	\$50.00
		01/13/2017	422098	R00035289	121165614-1	\$5.00
		01/13/2017	422098	R00035289	121165613-1	\$45.00
PP0001403 Totals:						\$100.00
PP0001404	BRIDGES, RANDI NICOLE	01/04/2017	421617	R00035123	140800995-1	\$50.00
		01/09/2017	421792	R00035177	140800995-1	\$50.00
PP0001404 Totals:						\$100.00
PP0001406	DÍAZ-REVILLA, LAVITHA ALVA	01/04/2017	421631	R00035130	140800179-1	\$25.00
PP0001406 Totals:						\$25.00
PP0001412	CORBIN, ALEXIA LYNN	01/12/2017	422035	R00035278	140803753-1	\$30.00
PP0001412 Totals:						\$30.00
PP0001413	COLEY, CHRISTOPHER DON	01/23/2017	422514	R00035438	140804337-1	\$50.00
PP0001413 Totals:						\$50.00
PP0001414	HALL, JAMIE W	01/18/2017	422256	R00035370	140804676-1	\$35.00
PP0001414 Totals:						\$35.00
PP0001415	LONG, ELIJAH D	01/31/2017	423128	R00035584	140804287-1	\$100.00
PP0001415 Totals:						\$100.00
PP0001418	WALKINGSTICK, JAMES LEE	01/26/2017	422724	R00035503	140804558-1	\$57.00
PP0001418 Totals:						\$57.00
PP0001419	MADDEN, CARMEN RENEE	01/11/2017	421990	R00035268	140802511-1	\$50.00
		01/20/2017	422407	R00035408	140802511-1	\$73.00
		01/20/2017	422407	R00035408	140802512-1	\$52.00
PP0001419 Totals:						\$175.00
PP0001420	NIBEL, DONOVAN LEE	01/27/2017	422773	R00035539	140805070-1	\$50.00
PP0001420 Totals:						\$50.00
PP0001422	WILLIAMS, KAMBRIE T	01/11/2017	421996	R00035272	140801022-1	\$40.00
PP0001422 Totals:						\$40.00
PP0001423	THOMPSON, TYLER LEE	01/18/2017	422311	R00035375	140805044-1	\$100.00
PP0001423 Totals:						\$100.00
PP0001439	BURGESS, BENJAMIN THURSTON	01/25/2017	422647	R00035494	140799334-1	\$150.00
PP0001439 Totals:						\$150.00

Report Totals

\$10,467.00

* Indicates an overpayment was made on the Payment Plan

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2/7/2017 2:04:35 PM



My Filed Or Closed Cases Listing

Belton

2/8/2017 10:30:13 AM

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

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

Violations By Filed Date

City Ordinance	196
IPMC CODE	2
MOVING TRAFFIC	272
Parking	1
Traffic	123
UNIFIED DEVELOPMENT CODE	1
Total Violations Filed:	595

Violations Completed-Paid Fines By Filed Date

CL-CLOSED FOUND GUILTY

19	City Ordinance	1
	MOVING TRAFFIC	104
	Traffic	69
	CL	174
	Total Violations Completed-Paid Fines:	174

Violations Completed-Before Judge By Filed Date

CL-CLOSED FOUND GUILTY

City Ordinance	61
IPMC CODE	4
MOVING TRAFFIC	68
Traffic	119
CL	252

D\$-DISMISSED SC PP RECALCULATED/PAID

City Ordinance	46
D\$	46



My Filed Or Closed Cases Listing

Belton

2/8/2017 10:30:13 AM

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

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

Violations Completed-Before Judge By Filed Date

DC-Dismissed by Complainant

City Ordinance	7	
DC		7

DI-CLOSED BY SIS

City Ordinance	7	
IPMC CODE	1	
MOVING TRAFFIC	9	
UNUSED	4	
DI		21

20 DJ-Dismissed by Judge

City Ordinance	3	
DJ		3

DP-Dismissed by Prosecutor

City Ordinance	16	
MOVING TRAFFIC	18	
Traffic	6	
DP		40

DW-DISMISSED NO WITNESS

City Ordinance	7	
DW		7

DX-FOUND NOT GUILTY AT TRIAL

City Ordinance	6	
MOVING TRAFFIC	41	



My Filed Or Closed Cases Listing

Belton

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

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

Violations Completed-Before Judge By Filed Date

Traffic	2	
DX		49
Total Violations Completed-Before Judge:		425

Violations Completed-Other By Filed Date

DO-DISMISSSED BY OFFICER

City Ordinance	2	
IPMC CODE	1	
DO		3

DS-DISMISSSED STATE CHARGES

MOVING TRAFFIC	2	
DS		2

VD-Voided Docket

MOVING TRAFFIC	2	
Traffic	1	
VD		3

Total Violations Completed-Paid Fines:		8
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My Filed Or Closed Cases Listing

Belton

2/8/2017 10:30:13 AM

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

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

Total Violations Completed-Paid Fines:	174
Total Violations Completed-Before Judge:	425
Total Violations Completed-Before Jury:	0
Total Violations Completed-Before Teen Court:	0
Total Violations Completed-Other:	8
<hr/>	
Total Violations Completed:	607
Total Violations Filed:	595
<hr/>	
Net Difference Filed - Completed:	-12

Warrants Issued

City Ordinance	103		
IPMC CODE	3		
MOVING TRAFFIC	117		
Parking	1		
Traffic	62		
UNUSED	1		
Total Warrants Issued:	287	Total Violations:	287

Warrants Cleared

City Ordinance	112		
IPMC CODE	3		
MOVING TRAFFIC	133		
Parking	2		
Traffic	74		
UNIFIED DEVELOPMENT CODE	1		
Total Warrants Cleared:	325	Total Violations:	325



My Filed Or Closed Cases Listing

Belton

2/8/2017 10:30:13 AM

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

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

Total Warrants Issued:	287
Total Warrants Cleared:	325
Net Difference:	-38

Violations Completed-Other Paid By Filed Date CC-CONTEMPT OF COURT ISSUED

City Ordinance	1	
CC		1

CD-Completion date for school(s)

23

MOVING TRAFFIC	2	
CD		2

CL-CLOSED FOUND GUILTY

City Ordinance	2	
MOVING TRAFFIC	2	
Traffic	2	
CL		6

CN-Continued Arraignment

City Ordinance	2	
MOVING TRAFFIC	2	
CN		4

IA-Initial Arraignment

MOVING TRAFFIC	2	
IA		2



My Filed Or Closed Cases Listing

Belton

2/8/2017 10:30:13 AM

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

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

Violations Completed-Other Paid By Filed Date

IJ-IN JAIL

MOVING TRAFFIC 1

IJ 1

PP-Payment plan

City Ordinance 31

MOVING TRAFFIC 49

Traffic 13

PP 93

Total Violations Completed-Other Paid: 109

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My Filed Or Closed Cases Listing

Belton

2/8/2017 10:30:13 AM

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

Fee Code	Fee Description	Paid
BF (84)	BOND FORFEITURE	\$2,476.00
CC (76)	COURT COSTS	\$4,102.00
CN (CA)	COURT NOTIFICATION AUTOMATION	\$743.11
CVC2 (74)	CRIME VICTIMS CITY	\$136.90
CVS2 (CV)	CRIME VICTIMS STATE	\$2,873.98
DM (82)	DOMESTIC VIOLENCE	\$740.00
DWI (77)	DWI RECOVERY COST	\$200.00
FINE (76)	FINE	\$53,137.99
ILFC (83)	ILF- CITY	\$386.00
IS (IS)	INMATE SECURITY FUND	\$742.00
RST (RS)	RESTITUTION	\$50.00
RTNCK (CRF)	RETURN CHECK FEE	\$20.00
SR (SR)	SHERIFF RETIREMENT	\$1,209.22
TFC (78)	TRAINING FUND CITY	\$740.74
TFS (81)	TRAINING FUND STATE	\$403.06

25

Report Totals:

\$67,961.00

MUNICIPAL DIVISION SUMMARY REPORTING FORM

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

I. COURT INFORMATION		Contact information same as last report <input checked="" type="checkbox"/>	
Municipality:	Belton	Reporting Period: 1/2017	
Mailing Address: 7001 E. 163rd St. Belton 64012		Software Vendor: Tyler Technologies	
Physical Address: 7001 E. 163rd St. Belton 64012		County: CASS COUNTY	Circuit: 17
Telephone Number: (816) 331-2798		Fax Number: (816) 348-4439	
Prepared by: Laura Ellis		E-mail Address: beltoncourts@beltonpd.org	iNotes <input checked="" type="checkbox"/>
Municipal Judge(s) CHARLES C. CURRY		Prosecuting Attorney: William N. Marshall III	
II. MONTHLY CASELOAD INFORMATION		Alcohol and Drug Related Traffic	Other Traffic
A. cases (citations / informations) pending at start of month		107	3,010
B. cases (citations / informations) filed		7	373
C. cases (citations / informations) disposed			
1. jury trial (Springfield, Jefferson County, and St. Louis County only)			
2. court / bench trial - GUILTY		0	4
3. court / bench trial - NOT GUILTY		0	42
4. plea of GUILTY in court		5	170
5. Violations Bureau Citations (i.e., written plea of guilty) and bond forfeitures by court order (as payment of fines / costs)		0	166
6. dismissed by court		0	3
7. <i>nolle prosequi</i>		1	25
8. certified for jury trial (not heard in the Municipal Division)		0	0
9. TOTAL CASE DISPOSITIONS		6	410
D. cases (citations / informations) pending at end of month [pending caseload = (A + B) - C9]		108	2,973
E. Trial de Novo and / or appeal applications filed		0	1
III. WARRANT INFORMATION (Pre and Post Disposition)		IV. PARKING TICKETS	
1. # issued during reporting period	287	# issued during period	0
2. # served/withdrawn during reporting period	335	<input checked="" type="checkbox"/> Court staff does not process parking tickets	
3. # outstanding at end of reporting period	2,008		

MUNICIPAL DIVISION SUMMARY REPORTING FORM

COURT INFORMATION	Municipality: Belton	Reporting Period: 1/2017
--------------------------	----------------------	--------------------------

V. DISBURSEMENTS			
Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)		Other Disbursements cont.	
Fines - Excess Revenue	\$37,065.16		
Clerk Fee - Excess Revenue	\$3,554.02		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$108.78		
Bond forfeitures (paid to city) - Excess Revenue	\$249.00		
Total Excess Revenue	\$40,976.96		
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)			
Fines - Other	\$16,815.94		
Clerk Fee - Other	\$933.98		
Judicial Education Fund (JEF) <input checked="" type="checkbox"/> Court does not retain funds for JEF	\$0.00		
Peace officer Standards and Training (POST) Commission surcharge	\$403.06		
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$2,873.98		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$28.12		
Law Enforcement Training (LET) Fund surcharge	\$740.74		
Domestic Violence Shelter surcharge	\$740.00		
Inmate Prisoner Detainee Security Fund surcharge	\$742.00		
Sheriffs' Retirement Fund (SRF) surcharge	\$1,209.22		
Restitution	\$50.00		
Parking ticket revenue (including penalties)	\$0.00		
Bond forfeitures (paid to city) - Other	\$2,227.00		
Total Revenue Other	\$26,764.04		
Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs, witness fees, and board bill/jail costs.		Total Other Disbursements	\$220.00
		Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$67,961.00
RETURN CHECK FEE - Excess Revenue	\$20.00	Bond Refunds	\$0.00
DWI RECOVERY COST	\$200.00	Total Disbursements	\$67,961.00



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

FAX transmittal

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

From: Laura Ellis **Date:** 2/8/2017

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

CC:

Urgent For Review Please Comment Please Reply Please Recycle

ATTACHED IS THE DECEMBER 2016 MUNICIPAL DIVISION REPORTING FORM FOR THE PERIOD JANUARY 1, 2017 THROUGH JANUARY 31, 2017 FOR THE BELTON MUNICIPAL COURT.

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

**THANK YOU,
LAURA ELLIS**



MEMORY TRANSMISSION REPORT

TIME : 02-08-'17 08:42
FAX NO.1 : 816-331-3179
NAME : Belton Mun. Court

FILE NO. : 883
DATE : 02.08 08:41
TO : OSCA STATE RPT
DOCUMENT PAGES : 3
START TIME : 02.08 08:41
END TIME : 02.08 08:42
PAGES SENT : 3
STATUS : OK

*** SUCCESSFUL TX NOTICE ***

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

To:	STATISTICS SECTION	Fax:	573-526-0338
From:	Laura Ellis	Date:	2/8/2017
Re:	MUN DIV REPORTING FORM	Pages:	3 INCL THIS PAGE
CC:			
<input type="checkbox"/>	Urgent	<input type="checkbox"/>	For Review
<input type="checkbox"/>	Please Comment	<input type="checkbox"/>	Please Reply
<input type="checkbox"/>	Please Recycle		

ATTACHED IS THE DECEMBER 2016 MUNICIPAL DIVISION REPORTING FORM FOR THE PERIOD JANUARY 1, 2017 THROUGH JANUARY 31, 2017 FOR THE BELTON MUNICIPAL COURT.

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

**THANK YOU,
LAURA ELLIS**

SECTION VI

C



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: February 21, 2017

DIVISION: Transportation

COUNCIL: Regular Meeting Work Session Special Session

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

ISSUE/RECOMMENDATION:

The Transportation Division utilizes skid steer and backhoe equipment to assist in the removal of concrete curb either in need of replacement or as part of the Cost-Share Program. Purchasing a skid steer breaker attachment would reduce the staff time needed to remove the existing curb and to lessen the need of restoration of the road and adjacent yard. Staff budgeted funds in FY17 to replace an asphalt roller. It was determined that the asphalt roller replacement could be pushed back one more year.

Per the purchasing policy, staff received three quotes and recommends purchase through Rex Spencer in the amount of \$6,000.00.

PROPOSED CITY COUNCIL MOTION:

Approve a Consent Agenda item by motion to purchase one (1) new skid steer breaker attachment from Rex Spencer in the amount of \$6,000.00.

BACKGROUND:

Replacement of vehicles and equipment continues to be a priority for the Public Works Department. Staff believes the added functionality of the skid steer breaker attachment would provide the greatest improvement in efficiency for this year. Purchase of an asphalt roller would be added to the next budget year.

IMPACT/ANALYSIS:

FINANCIAL IMPACT

Contractor:		Rex Spencer
Amount of Request/Contract:	\$	6,000.00
Amount Budgeted:	\$	50,000.00
Funding Source:		Capital Outlay: 010-4400-495-7400
Additional Funds:	\$	n/a
Funds Remaining:	\$	44,000.00

STAFF RECOMMENDATION, ACTION, AND DATE:

Approve a Consent Agenda item by motion to purchase one (1) new Skid Steer breaker attachment from Rex Spencer in the amount of \$6,000.00.

LIST OF REFERENCE DOCUMENTS ATTACHED:

Skid Steer Breaker Attachment Bid Tab
Bobcat, Rex Spencer, and Van Keppel Quotes

Skid Steer Hammer/Breaker Attachment Bid Tab

Description	Qty	Bobcat		Rex Spencer		Van Keppel	
		Bid Price	Total	Bid Price	Total	Bid Price	Total
Rammer Hammer M522	1		\$0.00		\$0.00	\$10,500.00	\$10,500.00
OKADA ORV 550	1		\$0.00	\$6,000.00	\$6,000.00		\$0.00
OKADA ORV 800	1		\$0.00	\$7,100.00	\$7,100.00		\$0.00
HB980	1	\$6,667.50	\$6,667.50		\$0.00		\$0.00
HB1180	1	\$8,456.00	\$8,456.00		\$0.00		\$0.00
Recommendation				\$6,000.00			



Bobcat

Product Quotation

Quotation Number: CMS-33347

Date: 2016-05-31 09:03:25

Customer Name/Address:	Bobcat Delivering Dealer	ORDER TO BE PLACED WITH: Contract Holder/Manufacturer
CITY OF BELTON 506 MAIN BELTON, MO 64012	Derek K.C. Bobcat, OLATHE KS 66061-5371 Phone: (913) 829-4600 Fax: (913) 829-1552	Clark Equipment Co dba Bobcat Company 250 E Beaton Dr, PO Box 6000 West Fargo, ND 58078 Phone: 701-241-8719 Fax: 701-280-7860 Contact: Crystal Stram Crystal.stram@doosan.com

Description Attachments	Part No	Qty	Price Ea.	Total
HB980 Hydraulic Breaker with Nail Point	7113421	1	\$5,502.00	\$5,502.00
--- X-Change Mounting Cap - HB880/HB980 and PCF64 plate compactor	7113657	1	\$332.50	\$332.50
--- Loader X-Change Mounting Frame	7141800	1	\$689.50	\$689.50
--- Hose Kit - Breakers - Ldr	7114764	1	\$143.50	\$143.50
Total for these items				\$6,667.50

Description Attachments	Part No	Qty	Price Ea.	Total
HB1180 Hydraulic Breaker with Nail Point	7115923	1	\$7,234.50	\$7,234.50
--- X-Change Mounting Cap - HB1180/HB1380	7117325	1	\$388.50	\$388.50
--- Loader X-Change Mounting Frame	7141800	1	\$689.50	\$689.50
--- Hose Kit - Breakers - Ldr	7114764	1	\$143.50	\$143.50
Total for these items				\$8,456.00

**Prices off Missouri Contract# 3-130326RW. Contract Expires: 5-1-2015 THRU 4-30-2017*

**Terms Net 30 Days. Credit cards accepted.*

**FOB: Destination within the 48 Contiguous States.*

**Delivery: 60 to 90 days or less from ARO.*

**State Sales Taxes apply. IF Tax Exempt, please provide Tax Exempt Certificate with order.*

**TID# 38-0425350*

**Orders Must be Placed With: Clark Equipment Company dba Bobcat Company, Govt Sales, 250 E Beaton Drive, PO Box 6000, West Fargo, ND 58078.*

Prices & Specifications are subject to change. Please call before placing an order. Applies to factory ordered units only.

ORDER ACCEPTED BY:

SIGNATURE

DATED

PRINT NAME AND TITLE

PURCHASE ORDER #



"The Dealer does make a difference!"

5/16/2016

City of Belton MO.
Gary Dupus

Confidential Equipment Quote

New OKADA ORV 550 Hydraulic Skid Steer Breaker	\$ 6,000.00
--	-------------

F.O.B. Rex Spencer Equipment Company

Warranty Information:

1yr. Manufactures Warranty

Financing Options:

Should you have any questions or need further information, please contact me at your earliest convenience. This quote expires

Sincerely,

Jason Woods-Territory Sales

Cell 816-556-6950
 323 North Mullen Road
 Belton, Missouri 64012
 816-331-6078 or 800-878-6078
 Fax 816-331-2539

www.rexspencer.com



"The Dealer does make a difference!"

5/16/2016

City of Belton MO.
Gary Dupus

Confidential Equipment Quote

New OKADA ORV 800 Hydraulic Skid Steer Breaker \$ 7,100.00

F.O.B. Rex Spencer Equipment Company

Warranty Information:

1yr. Manufactures Warranty

Financing Options:

Should you have any questions or need further information, please contact me at your earliest convenience. This quote expires

Sincerely,
Jason Woods-Territory Sales

Cell 816-558-6950
323 North Muller Road
Belton, Missouri 64012
816-331-6078 or 800-878-6078
Fax 816-331-2539

www.rexspencer.com



THE G. W. VAN KEPPEL COMPANY

1801 North 9th Street, Kansas City, KS 66101 (913) 281-4800
P.O. Box 2923, Kansas City, KS 66110 Fax (913) 281-4816
www.vankeppel.com

City of Belton

Attn: Don Bays

5-23-16

Rammer Hammer Model 522 Skid-Steer or Mini-Excavator Breaker.



This is a very versatile Breaker that is best suited for breaking out curb, concrete and asphalt. It can be used with a skid-steer or a mini-excavator. It features an Unbreakable Tool-Bit and a Low Maintenance design that requires no Greasing. This Breaker is New.

Sale Price \$10,500.00 FOB at our Kansas City, KS Branch. (1801 N. 9th St.)

Sales are subject to all sales taxes, where applicable.

Thank you for the opportunity to provide this quote and have a great day!

Kevin Wright
G.W. Van Keppel Co.
Territory Manager
Construction Sales and Rental
816-564-9301
kwright@vankeppel.com

City of Belton

Date

SECTION VI

D

R2017-03

A RESOLUTION AUTHORIZING THE CITY COUNCIL OF BELTON, MISSOURI TO APPOINT PATRICIA PORTER TO SERVE ON THE BELTON TREE BOARD.

WHEREAS, the City of Belton City Council approved the formation of a Tree Board by Resolution R2011-01 on January 11, 2011; and

WHEREAS, the Board of Directors are appointed by the Mayor with the approval of the City Council; and

WHEREAS, Alice Montgomery resigned her position on the Tree Board effective January 11, 2017; and

WHEREAS, Patricia Porter is hereby appointed to serve as a member of the Belton Tree Board to fill Alice Montgomery's unexpired term until January 11, 2019.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Belton, the following named individuals shall constitute the Belton Tree Board of Directors with terms of office as shown:

Term Expiration	
Donald Schuster	January 11, 2018
Dawn Fricke	January 11, 2018
Patricia Porter	January 11, 2019
George Gray	January 11, 2019
Janna Dillon	January 11, 2020

Section 1. That this resolution shall be in full force and effect from and after its passage and approval.

Duly read and passed this 21st day of February, 2017.

Mayor Jeff Davis

ATTEST:

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

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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton, Missouri, and that the foregoing Resolution was regularly introduced at a regular meeting of the City Council held on the 21st day of February, 2017, and adopted at a regular meeting of the City Council held the 21st day of February, 2017 by the following vote, to-wit:

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

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



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

Date 1-10-2017 Tree Board

*Board/Commission of interest Tree - Arboretum

*Name Patricia A. Porter *Phone# 816-289-2998

*Home Address 317 Hawthorne Dr
Belton, Mo 64012
*Do you reside within the city limits of Belton? (circle one)
 Yes No

*E-mail frish-64012@att.net

Length of residence in Belton 1993 to date (1953-1965)

Why are you interested in serving on this Board or Commission? Serving my community. Always a fond interest in trees and the betterment of our cities resources.

List other service on local boards or commission: None in Belton
Scouts in Belvoir; One + One Program City of Pasadena and various (US Army Veteran)

Other qualifications you have that may be helpful in serving on this particular board:
Enjoy volunteering, Scouts, School. Have always been interesting in planting trees, flowers etc.

Signature: Patricia A. Porter

SECTION VII

B

BILL NO. 2017-11

ORDINANCE NO. 2017-

AN ORDINANCE ACCEPTING A DONATION FROM AUSTIN AND ROBERTA LANDRETH FOR THE PURCHASE OF A NEW TELEVISION FOR FIRE STATION #1 AND APPROVING A RE-APPROPRIATION AND REVISION OF THE FISCAL YEAR 2017 ADOPTED CITY BUDGET TO PROPERLY ACCOUNT FOR THE DONATION AND EXPENDITURE.

WHEREAS, over the last several years the Fire Department has responded to and delivered emergency medical service to the Landreth household; and

WHEREAS, the Landreths donated \$500.00 to the City of Belton and the Belton Fire Department to purchase a new big screen television for the fire house; and

WHEREAS, the TV purchase will stay at Fire Station #1 for the life of the television; and

WHEREAS, on March 8, 2016, under Ordinance 2016-4180, the City Council approve the Fiscal Year 2017 City Budget; and

WHEREAS, subsequent to the adoption of the Fiscal Year 2017 City Budget, the City Council accepted a donation of \$500.00 to be used for the purchase of a television for the Fire Department; and

WHEREAS, the City Council is appreciative of the generous donation to the benefit of the City and firefighters.

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

Section 1. That the Mayor and City Council hereby accept the donation made by Austin and Roberta Landreth.

Section 2. In the General Fund, #010 ...

INCREASE the balance by \$ 500 (whole dollars) of Expenditure line item, #010-1000-400-4008, named Minor Equipment and Supplies.

FOR THE PURPOSE OF: Amending the Fire Department Budget line items.

Section 3. In the Revenues Fund, #010 ...

INCREASE the balance by \$500 (whole dollars) of Revenue line item, #010-000-365-1650, named Restricted Donations.

FOR THE PURPOSE OF: Amending the Fire Department Budget line items.

Section 4. That this Ordinance shall be in full force and effect from the date of its passage, adoption, and approval by the Mayor.

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

READ FOR THE FIRST TIME: February 21, 2017

READ FOR THE SECOND TIME AND PASSED:

Mayor Jeff Davis

Approved this ____ day of _____, 2017.

Mayor Jeff Davis

ATTEST:

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

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

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

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

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

Thank You



10/25/16

Thank you for the many times
your teams have provided emergency
medical service to our household.

Please accept this donation to
apply toward the purchase of a Big
Screen TV for the firehouse.

Christi L. Landreth

405 East 176th St, Belton, MO

SECTION VII

C

AN ORDINANCE AUTHORIZING THE CHIEF OF POLICE TO SUBMIT FOR GRANT APPLICATIONS TO THE MISSOURI DEPARTMENT OF TRANSPORTATION (MODOT) DIVISION OF HIGHWAY SAFETY FOR 2017-2018.

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

WHEREAS, the Chief of Police is hereby authorized to submit applications for annual Missouri Department of Transportation (MoDot) for Highway Safety grant funds totaling \$34,079.18.

WHEREAS, the FY18 proposed budget of \$34,079.18 has been scheduled for the traffic grant fund. The grants will pay 100% overtime.

WHEREAS, the City Council believes it is in the best interest of the citizens of Belton to participate in these public and highway safety grant opportunities.

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

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

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

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

READ FOR THE FIRST TIME: February 21, 2017

READ FOR THE SECOND TIME AND PASSED: February 21, 2017

Mayor Jeff Davis

Approved this 21st day of February, 2017.

Mayor Jeff Davis

ATTEST:

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

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

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

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

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



**CITY OF BELTON
CITY COUNCIL INFORMATION FORM**

AGENDA DATE: February 21, 2017
 ASSIGNED STAFF: James R. Person
 DEPARTMENT: Police

Approvals

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

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

ISSUE/REQUEST: The Belton Police Department is applying for three Missouri Department of Transportation Highway Safety Grants for a total of \$34,079.18.

PROPOSED CITY COUNCIL MOTION: An ordinance authorizing the Chief of Police to apply to Missouri Department of Transportation for Highway Safety Grant funds totaling \$34,079.18.

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

Annually the Police Department applies to MoDot Highway Safety for traffic grant fund. These grants will pay 100% overtime which amounts to \$23,841.18 of the total. Equipment requested total is \$10,238.00.

IMPACT / ANALYSIS:

In the FY18 proposed budget \$34,079.18 has been scheduled for Missouri Department of Transportation Highway Safety Grant Revenue.

FINANCIAL IMPACT

Contractor:	State of Missouri - Missouri Department of Transportation
Amount of Request/Contract:	\$
Amount Budgeted:	\$ Currently scheduled for \$34,079.18
Funding Source:	Highway Safety Grant funds
Additional Funds	\$
Funding Source	
Encumbered:	\$
Funds Remaining:	\$

TIMELINE	Start:	Finish:
OTHER INFORMATION/UNIQUE CHARACTERISTICS:		

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

List of reference Documents Attached:

Grant Applications

EXHIBIT A

MISSOURI DEPARTMENT OF TRANSPORTATION SAFETY GRANTS

(see attached)



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

CITY COUNCIL AUTHORIZATION

On _____, 2017 the **Council of the City of Belton** held a meeting and discussed the City's participation in Missouri's Highway Safety Program.

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

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

Council Member

Council Member

Council Member

Council Member

Council Member

Council Member

Council Member

Council Member

Mayor



**Traffic and Highway Safety Division
TRAFFIC ENFORCEMENT APPLICATION
October 01, 2017 through September 30, 2018**
(Application due by March 01, 2017)

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

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

<p>Project activity for which your agency is requesting funding:</p> <p>Hazardous Moving Violation</p>

Project Title:	Hazardous Moving Enforcement	Requested Amount:	\$16,763.18
Brief Description:	Hazardous Moving Enforcement		

James R. Person
Authorizing Official

Authorizing Official Signature

Chief of Police
Authorizing Official Title

PROBLEM IDENTIFICATION

Hazardous Moving Violations (HMV) also known as aggressive driving is a serious problem on Missouri's roadways and has contributed substantially to traffic crashes, especially crashes resulting in death. Aggressive drivers are defined within Missouri's Blueprint to SAVE MORE LIVES as, "drivers of motorized vehicles who committed one or more of the following violations which contributed to the cause of a traffic crash: speeding; driving too fast for conditions; and/or following too close."

Aggressive drivers not only put their own lives at risk, but the lives of others as well. Of the 930 people killed, 67.4% were the aggressive driver and the other 32.6% were some other party in the incident. Of the 5,266 seriously injured, slightly more than one-half (53.9%) were the aggressive drivers and nearly one-half (46.1%) being some other person involved.

Belton, Missouri is an urban city south of Kansas City, Missouri with a population of 23,244 covering 14.32 square miles. Within this area there are 286 lane miles of roadway, which includes Interstate 49, Missouri Highway 58, and Route Y. From January 2014 to December 2016 the department investigated 2,401 crashes. Of those three (3) were fatalities and 526 involved injuries.

The crashes occur with greatest frequency during the months April through June and September through December. Additionally the greater frequency on Monday and Thursday through Saturday during the hours of noon and 1900 hrs. In the months of November and December crashes are partially contributed to driving too fast for conditions which as an average accounted for almost 8% of all crashes during 2014 - 2016.

Over the past three (3) years the department has seen the number of report crashes increasing from 704 in 2014, 855 in 2015, and 825 in 2016.

GOALS/OBJECTIVES

In 2012-2014, there were 414,173 traffic crashes in Missouri - 15.1% involved speeding. Correlating with the national data, Missouri's problem is also more significant when examining fatal crashes—of the 2,143 fatal crashes, 37.5% involved drivers who were speeding.

Goal #1:

To decrease HMV/aggressive driving related fatalities to:

- 314 by 2013
- 299 by 2014
- 288 by 2015
- 270 by 2016

Performance Measure:

Number of HMV/aggressive driving-related fatalities

Benchmark:

2012 aggressive driving-related fatalities = 326
(308 in 2013, 287 in 2014)

Goal #2:

To decrease speed-related fatalities to:

- 312 by 2013
- 297 by 2014
- 283 by 2015
- 268 by 2016

Performance Measure:

Number of speed-related fatalities

Benchmark:

2012 speed-related fatalities = 326
(302 in 2013, 276 in 2014)

Objective:

Develop and implement a plan that focuses on hazardous moving violations (such as speeding, following too closely, driving too fast for conditions, red-light running, improper lane changes, and failure to yield) at high crash locations and corridors.

PROJECT DESCRIPTION

Project Description information is captured in the supplemental section.

SUPPLEMENTAL INFORMATION

Question	Answer
You must answer the following questions.	
1 Does your agency have and enforce an internal safety belt policy for all personnel?	Yes
2 Does your agency have and enforce a policy restricting cell phone use while driving?	Yes
3 Does your agency report racial profiling data annually?	Yes
4 Does your agency report to STARS?	Yes
5 Does your agency report UCR information annually?	Yes
6 Please explain any NO answer(s) to questions 1-5:	
7 Have any of your officers/personnel been debarred and are therefore not eligible to receive federal funds for reimbursement of salary, fringe benefits, or overtime?	No
8 Does your agency have adequate manpower to fully expend the funds requested in this application?	Yes
9 If NO, please explain.	
10 Have any significant changes occurred with your agency within the last year that would affect performance, including personnel or system changes?	Yes
11 If YES, please explain. On 28 October 2016 the lead traffic safety administrator retired. This position was held by a Lieutenant assigned to the patrol division. All of the traffic administration duties have fallen to a patrol corporal in addition to his patrol duties and expectations. Additionally since November 2015 there has been a significant turnover in manpower; as a result more than half of the patrol officers have relatively less experience when compared to the police force prior to November 2015.	
12 Are you aware of any fraud, waste or abuse on grant projects in your office/agency within the last 5 years?	No
13 If YES, please explain.	
14 If your agency received Highway Safety grant funding in the last three (3) fiscal years and there were unexpended balances, please explain why. There was some higher than normal balances as the average overtime rate used to estimate the usage was not changed to reflect the new lower rate based upon the number of new officers in the patrol division.	
15 Did your political entity receive more than 80% of its annual gross revenues in Federal Awards in your preceding fiscal year?	No
16 Did your political entity receive \$25,000,000 or more in Federal Awards in your preceding fiscal year?	No

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

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

18 Total number of DWI violations written by your agency.	207
19 Total number of speeding violations written by your agency.	6063
20 Total number of HMV violations written by your agency.	8220
21 Total number of child safety/booster seat violations written by your agency.	79
22 Total number of safety belt violations written by your agency.	566
23 Total number of sobriety checkpoints hosted.	5

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

24 Total number of traffic crashes.	2393
25 Total number of traffic crashes resulting in a fatality.	3
26 Total number of traffic crashes resulting in a serious injury.	526
27 Total number of speed-related traffic crashes.	236
28 Total number of speed-related traffic crashes resulting in a fatality.	0
29 Total number of speed-related traffic crashes resulting in a serious injury.	47
30 Total number of alcohol-related traffic crashes.	45
31 Total number of alcohol-related traffic crashes resulting in a fatality.	3
32 Total number of alcohol-related traffic crashes resulting in a serious injury.	10
33 Total number of unbuckled fatalities.	1
34 Total number of unbuckled serious injuries.	0

Enter your agency's information below.

35 Total number of commissioned law enforcement officers.	47
36 Total number of commissioned patrol and traffic officers.	26

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

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

43 Identify primary enforcement locations.

Interstate 49, Missouri Highway 58, Route Y, Cedar Avenue, 163rd Street, and N. Scott Avenue.

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

45 Enter the months in which enforcement will be conducted.

Primary enforcement to be conducted from April through December 2018.

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

Primary enforcement to be conducted from Monday through Saturday.

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

Primary enforcement to be conducted between the hours of noon and 1800 hrs.

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

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

To assist with enforcement in areas of high traffic density, such as Interstate 49 and Missouri Highway 58, along with better and quicker prosecution with contested speeding charges in court. Addition of a handheld LIDAR unit which records digital picture and video of the violator along with associated meta-data.

Additionally this department is moving forward to a change in uniform to allow officers to use an external ballistic vest carrier. This carrier to match our uniform shirts. Due to the added bulk of these vests we will need to purchase hi-viz traffic safety vests that are larger so as to fit over the external vest carrier.

PROJECT EVALUATION

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

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

Evaluation results will be used to determine:

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

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

Evaluation of the project comes in the form of analysis of department statistics comparing crash trends over, at least, three (3) year periods.

ADDITIONAL FUNDING SOURCES

BUDGET

Category	Item	Description	Quantity	Unit Cost	Total	Match	Total Requested
Equipment							
	Radar	LIDAR with video imaging and meta-data	1	\$7,088.18	\$7,088.18	\$0.00	\$7,088.18
	Other	Hi-Viz Safety Vests	45	\$70.00	\$3,150.00	\$0.00	\$3,150.00
					\$10,238.18	\$0.00	\$10,238.18
Personnel							
	Overtime and Fringe	Police Officer Overtime	150	\$37.00	\$5,550.00	\$0.00	\$5,550.00
					\$5,550.00	\$0.00	\$5,550.00
Training							
	Professional Development	LETSAC	5	\$195.00	\$975.00	\$0.00	\$975.00
					\$975.00	\$0.00	\$975.00
Total Contract					\$16,763.18	\$0.00	\$16,763.18

ATTACHMENTS

<u>Document Type</u>	<u>Description</u>	<u>Original File Name</u>	<u>Date Added</u>
PDF	PDF Document	LaserCam 4 quote.pdf	02/07/2017



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

CITY COUNCIL AUTHORIZATION

On _____, 2017 the **Council of the City of Belton** held a meeting and discussed the City's participation in Missouri's Highway Safety Program.

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

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

Council Member

Council Member

Council Member

Council Member

Council Member

Council Member

Council Member

Council Member

Mayor



**Traffic and Highway Safety Division
TRAFFIC ENFORCEMENT APPLICATION
October 01, 2017 through September 30, 2018**

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

(Application due by March 01, 2017)

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

Project activity for which your agency is requesting funding:

Sobriety Checkpoint

Project Title:	Sobriety Checkpoint	Requested Amount:	\$11,100.00
Brief Description:	Sobriety Checkpoint		

James R. Person

Authorizing Official

Authorizing Official Signature

Chief of Police
Authorizing Official Title

PROBLEM IDENTIFICATION

Alcohol and other drugs contribute substantially to traffic crashes on Missouri's roads, particularly those resulting in death or serious injury. In the 2012-2014 period, 414,173 traffic crashes occurred in the state. Of those, 0.5% resulted in a fatality and 2.9% involved someone being seriously injured. During the same time period, there were 19,161 traffic crashes where one or more drivers, pedestrians, and/or bicyclists were under the influence of intoxicants and in the opinion of the investigating officer their intoxicated condition was a contributing factor to the crash. In these crashes where drivers, pedestrians or bicyclists were impaired by alcohol or other drugs, 689 people were killed and another 2,447 were seriously injured. It also is important to note that substance-impaired driving is under-reported as a contributing factor in traffic crashes. This under-reporting is due to drivers undergoing injuries sustained from crashes without being tested for blood alcohol content. Also, some forms of drug impairment may not be apparent to officers on the scene. As a result, it is an even greater problem than these statistics would indicate. In addition, 86.1% of substance-impaired drivers killed also failed to wear a safety belt further compounding the problem of substance-impaired driving.

A common misconception is that substance-impaired drivers are primarily injuring and killing themselves. While that is often true, a substantial number of people killed and seriously injured in these crashes were not intoxicated by alcohol or other drugs. Their actions in these incidents probably did not contribute to the cause of the collision. Of the 689 people killed in alcohol and other drug-related traffic crashes, 71.4% were the substance-impaired drivers/pedestrians/bicyclists and 28.5% were some other involved party. Of the 2,447 seriously injured, 61.8% were the substance-impaired drivers/pedestrians/bicyclists while 38.2% were other persons in the incidents.

The City of Belton is an urban city south of Kansas City with a population of 23,244, covering 14.32 square miles. Within this area there are 286 lane miles of roadway, which includes Interstate 49, MO Highway 58 and Route Y. From January 2013 to December 2015 the police department investigated 2214 crashes. Of those crashes three (3) were fatalities, 526 involved injuries.

There were 222 driving while intoxicated (DWI) arrests made during this reporting period. These arrests were made as a result of DWI checkpoints, wolf packs, and routine patrol activities.

The highest frequency of crashes occurred between the months of May through July and September through December. Crashes also have a higher frequency on Thursdays and Fridays between the hours of 1200 and 1900 hrs. Statewide DWI related crashes have a higher frequency between 2000 hrs and 0400 hrs involving age groups between 21 and 64 years old with a younger age group (21-44) occurring between mid-night and 0400 hrs. The roadways most affected in Belton are along Missouri Highway 58 corridor between Bel-Ray Boulevard west to Route Y.

GOALS/OBJECTIVES

Goal: To decrease fatalities involving drivers with .08 BAC or greater to:

- 271 by 2013
- 258 by 2014
- 246 by 2015
- 233 by 2016

Performance Measure:

Number of fatalities involving drivers with .08 BAC or greater

Benchmark:

2012 fatalities involving drivers with .08 BAC or greater = 283
(246 in 2013, 204 in 2014)

Objectives:

1. Participate in the National Impaired Driving Crackdown campaign
2. Participate in the quarterly impaired driving enforcement campaigns
3. Develop and implement a high visibility DWI enforcement plan involving saturation patrols and/or sobriety checkpoints

Since 2012 this department has seen an almost 50% drop in DWI arrests. The goal for DWI checkpoints is to continue to keep the dangers of drunk and impaired driving in the forefront of the minds of motorists using Missouri and Belton roadways.

PROJECT DESCRIPTION

Project Description information is captured in the supplemental section.

SUPPLEMENTAL INFORMATION

Question	Answer
You must answer the following questions.	
1 Does your agency have and enforce an internal safety belt policy for all personnel?	Yes
2 Does your agency have and enforce a policy restricting cell phone use while driving?	Yes
3 Does your agency report racial profiling data annually?	Yes
4 Does your agency report to STARS?	Yes
5 Does your agency report UCR information annually?	Yes
6 Please explain any NO answer(s) to questions 1-5:	
7 Have any of your officers/personnel been debarred and are therefore not eligible to receive federal funds for reimbursement of salary, fringe benefits, or overtime?	No
8 Does your agency have adequate manpower to fully expend the funds requested in this application?	Yes
9 If NO, please explain.	
10 Have any significant changes occurred with your agency within the last year that would affect performance, including personnel or system changes?	Yes
11 If YES, please explain.	
<p>On 28 October 2016 the lead traffic safety administrator retired. This position was held by a Lieutenant assigned to the patrol division. All of the traffic administration duties have fallen to a patrol corporal in addition to his patrol duties and expectations. Additionally since November 2015 there has been a significant turnover in manpower; as a result more than half of the patrol officers have relatively less experience when compared to the police force prior to November 2015.</p>	
12 Are you aware of any fraud, waste or abuse on grant projects in your office/agency within the last 5 years?	No
13 If YES, please explain.	
14 If your agency received Highway Safety grant funding in the last three (3) fiscal years and there were unexpended balances, please explain why.	
<p>There was some higher than normal balances as the average overtime rate used to estimate the usage was not changed to reflect the new lower rate based upon the number of new officers in the patrol division.</p>	
15 Did your political entity receive more than 80% of its annual gross revenues in Federal Awards in your preceding fiscal year?	No
16 Did your political entity receive \$25,000,000 or more in Federal Awards in your preceding fiscal year?	No

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

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

18 Total number of DWI violations written by your agency.	207
19 Total number of speeding violations written by your agency.	6063
20 Total number of HMV violations written by your agency.	8220
21 Total number of child safety/booster seat violations written by your agency.	79
22 Total number of safety belt violations written by your agency.	566
23 Total number of sobriety checkpoints hosted.	5

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

24 Total number of traffic crashes.	2393
25 Total number of traffic crashes resulting in a fatality.	3
26 Total number of traffic crashes resulting in a serious injury.	526
27 Total number of speed-related traffic crashes.	236
28 Total number of speed-related traffic crashes resulting in a fatality.	0
29 Total number of speed-related traffic crashes resulting in a serious injury.	47
30 Total number of alcohol-related traffic crashes.	45
31 Total number of alcohol-related traffic crashes resulting in a fatality.	3
32 Total number of alcohol-related traffic crashes resulting in a serious injury.	10
33 Total number of unbuckled fatalities.	1
34 Total number of unbuckled serious injuries.	0

Enter your agency's information below.

35 Total number of commissioned law enforcement officers.	47
36 Total number of commissioned patrol and traffic officers.	26

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

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

43 Identify primary enforcement locations.	
Interstate 49, Missouri Highway 58, Route Y, Cedar Avenue, 163rd Street, and N. Scott Avenue	
44 Enter the number of enforcement periods your agency will conduct each month.	1
45 Enter the months in which enforcement will be conducted.	
March, May, July, September, and December 2018	
46 Enter the days of the week in which enforcement will be conducted.	
Thursday, Friday, and Saturday	
47 Enter the time of day in which enforcement will be conducted.	
2100hrs - 0300 hrs	
48 Enter the number of officers assigned during the enforcement period.	10
49 If equipment or supplies are requested to conduct this project, explain below why it is needed and how it will be used.	
None	

PROJECT EVALUATION

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

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

Evaluation results will be used to determine:

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

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

Evaluation of the project will come in the form of performance statistics and reporting. With the greatest indicators coming in the form of the number of DWI arrests and the number of impairment related crashes. The overall goal being to see a reduction of crashes and a likely increase in DWI arrests.

ADDITIONAL FUNDING SOURCES

BUDGET

Category	Item	Description	Quantity	Unit Cost	Total	Match	Total Requested
Personnel							
	Overtime and Fringe	Police Officer Overtime	300	\$37.00	\$11,100.00	\$0.00	\$11,100.00
					\$11,100.00	\$0.00	\$11,100.00
Total Contract					\$11,100.00	\$0.00	\$11,100.00

ATTACHMENTS

Document Type

Description

Original File Name

Date Added



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

CITY COUNCIL AUTHORIZATION

On _____, 2017 the **Council of the City of Belton** held a meeting and discussed the City's participation in Missouri's Highway Safety Program.

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

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

Council Member

Council Member

Council Member

Council Member

Council Member

Council Member

Council Member

Council Member

Mayor



**Traffic and Highway Safety Division
TRAFFIC ENFORCEMENT APPLICATION
October 01, 2017 through September 30, 2018**

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

(Application due by March 01, 2017)

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

Project activity for which your agency is requesting funding:
DWI Enforcement

Project Title:	DWI Enforcement	Requested Amount:	\$6,216.00
Brief Description:	Wolf Pack		

James R. Person

Authorizing Official

Authorizing Official Signature

Chief of Police

Authorizing Official Title

PROBLEM IDENTIFICATION

Alcohol and other drugs contribute substantially to traffic crashes on Missouri's roads, particularly those resulting in death or serious injury. In the 2012-2014 period, 414,173 traffic crashes occurred in the state. Of those, 0.5% resulted in a fatality and 2.9% involved someone being seriously injured. During the same time period, there were 19,161 traffic crashes where one or more drivers, pedestrians, and/or bicyclists were under the influence of intoxicants and in the opinion of the investigating officer their intoxicated condition was a contributing factor to the crash. In these crashes where drivers, pedestrians or bicyclists were impaired by alcohol or other drugs, 689 people were killed and another 2,447 were seriously injured. It also is important to note that substance-impaired driving is under-reported as a contributing factor in traffic crashes. This under-reporting is due to drivers undergoing injuries sustained from crashes without being tested for blood alcohol content. Also, some forms of drug impairment may not be apparent to officers on the scene. As a result, it is an even greater problem than these statistics would indicate. In addition, 86.1% of substance-impaired drivers killed also failed to wear a safety belt further compounding the problem of substance-impaired driving.

A common misconception is that substance-impaired drivers are primarily injuring and killing themselves. While that is often true, a substantial number of people killed and seriously injured in these crashes were not intoxicated by alcohol or other drugs. Their actions in these incidents probably did not contribute to the cause of the collision. Of the 689 people killed in alcohol and other drug-related traffic crashes, 71.4% were the substance-impaired drivers/pedestrians/bicyclists and 28.6% were some other involved party. Of the 2,447 seriously injured, 61.8% were the substance-impaired drivers/pedestrians/bicyclists while 38.2% were other persons in the incidents.

The City of Belton is an urban city south of Kansas City with a population of 23,244, covering 14.32 square miles. Within this area there are 286 lane miles of roadway, which includes Interstate 49, Missouri Highway 58 and Route Y. From January 2014 to December 2016 the department investigated 2,401 crashes. Of those three (3) were fatalities and 526 involved injuries.

There were 222 driving while intoxicated arrests made during this period. These arrests were made as a result of DWI checkpoints, wolf packs, and routine patrol activities.

The highest frequency of crashed occurred between the months of May through July and September through December. Crashes also had a higher frequency on Thursdays and Fridays between the hours of 1200 and 1900 hrs. Statewide DWI related crashes have a higher frequency between 2000 and 0400 involving age groups between 21 and 64 years of age with a younger age group (21-44) occurring between midnight and 0400 hrs. The roadways most affected in Belton are on Interstate 49 and along the Missouri Highway 58 corridor.

GOALS/OBJECTIVES

Goal: To decrease fatalities involving drivers with .08 BAC or greater to:

- 271 by 2013
- 258 by 2014
- 246 by 2015
- 233 by 2016

Performance Measure:

Number of fatalities involving drivers with .08 BAC or greater

Benchmark:

2012 fatalities involving drivers with .08 BAC or greater = 283
(246 in 2013, 204 in 2014)

Objectives:

1. Participate in the National Impaired Driving Crackdown campaign
2. Participate in the quarterly impaired driving enforcement campaigns
3. Develop and implement a high visibility DWI enforcement plan involving saturation patrols and/or sobriety checkpoints

Since 2012 this department has seen an almost 50% drop in DWI arrests. The goal for DWI wolf packs are to concentrate enforcement efforts to curtail the dangers of drunk and impaired driving, and also keep the penalties of DWI in the forefront of the minds of motorists by showing high levels of enforcement during the periods when impaired drivers are typically found.

An additional goal is to provide supplemental training to officers so they become and remain comfortable with the detection of impaired motorists and the administration of standard field sobriety tests, thereby increasing their confidence and hopefully encourage greater self-initiated DWI enforcement.

PROJECT DESCRIPTION

Project Description information is captured in the supplemental section.

To concentrate enforcement efforts by having two (2) officers working together and specifically targeting impaired motorists and at times working in conjunction with DWI checkpoints.

SUPPLEMENTAL INFORMATION

Question	Answer
You must answer the following questions.	
1 Does your agency have and enforce an internal safety belt policy for all personnel?	Yes
2 Does your agency have and enforce a policy restricting cell phone use while driving?	Yes
3 Does your agency report racial profiling data annually?	Yes
4 Does your agency report to STARS?	Yes
5 Does your agency report UCR information annually?	Yes
6 Please explain any NO answer(s) to questions 1-5:	
7 Have any of your officers/personnel been debarred and are therefore not eligible to receive federal funds for reimbursement of salary, fringe benefits, or overtime?	No
8 Does your agency have adequate manpower to fully expend the funds requested in this application?	Yes
9 If NO, please explain.	
10 Have any significant changes occurred with your agency within the last year that would affect performance, including personnel or system changes?	Yes
11 If YES, please explain.	
<p>On 28 October 2016 the lead traffic safety administrator retired. This position was held by a Lieutenant assigned to the patrol division. All of the traffic administration duties have fallen to a patrol corporal in addition to his patrol duties and expectations. Additionally since November 2015 there has been a significant turnover in manpower; as a result more than half of the patrol officers have relatively less experience when compared to the police force prior to November 2015.</p>	
12 Are you aware of any fraud, waste or abuse on grant projects in your office/agency within the last 5 years?	No
13 If YES, please explain.	
14 If your agency received Highway Safety grant funding in the last three (3) fiscal years and there were unexpended balances, please explain why.	
<p>There was some higher than normal balances as the average overtime rate used to estimate the usage was not changed to reflect the new lower rate based upon the number of new officers in the patrol division.</p>	
15 Did your political entity receive more than 80% of its annual gross revenues in Federal Awards in your preceding fiscal year?	No
16 Did your political entity receive \$25,000,000 or more in Federal Awards in your preceding fiscal year?	No

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

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

18 Total number of DWI violations written by your agency.	207
19 Total number of speeding violations written by your agency.	6063
20 Total number of HMV violations written by your agency.	8220
21 Total number of child safety/booster seat violations written by your agency.	79
22 Total number of safety belt violations written by your agency.	566
23 Total number of sobriety checkpoints hosted.	5

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

24 Total number of traffic crashes.	2393
25 Total number of traffic crashes resulting in a fatality.	3
26 Total number of traffic crashes resulting in a serious injury.	526
27 Total number of speed-related traffic crashes.	236
28 Total number of speed-related traffic crashes resulting in a fatality.	0
29 Total number of speed-related traffic crashes resulting in a serious injury.	47
30 Total number of alcohol-related traffic crashes.	45
31 Total number of alcohol-related traffic crashes resulting in a fatality.	3
32 Total number of alcohol-related traffic crashes resulting in a serious injury.	10
33 Total number of unbuckled fatalities.	1
34 Total number of unbuckled serious injuries.	0

Enter your agency's information below.

35 Total number of commissioned law enforcement officers.	47
36 Total number of commissioned patrol and traffic officers.	26

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

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

- 43 Identify primary enforcement locations.
 Interstate 49, Missouri Highway 58, Route Y, Cedar Avenue, 163rd Street, and N. Scott Avenue.
- 44 Enter the number of enforcement periods your agency will conduct each month. 5
- 45 Enter the months in which enforcement will be conducted.
 March, May, July, September, and December 2018
- 46 Enter the days of the week in which enforcement will be conducted.
 Thursday, Friday, and Saturday
- 47 Enter the time of day in which enforcement will be conducted.
 2100 - 0300 hrs
- 48 Enter the number of officers assigned during the enforcement period. 2
- 49 If equipment or supplies are requested to conduct this project, explain below why it is needed and how it will be used.
 None

PROJECT EVALUATION

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

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

Evaluation results will be used to determine:

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

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

ADDITIONAL FUNDING SOURCES

BUDGET

Category	Item	Description	Quantity	Unit Cost	Total	Match	Total Requested
Personnel							
	Overtime and Fringe	Police Officer Overtime	48	\$37.00	\$1,776.00	\$0.00	\$1,776.00
					\$1,776.00	\$0.00	\$1,776.00
Training							
	Professional Development	Supplemental detection and investigative training for DWI.	120	\$37.00	\$4,440.00	\$0.00	\$4,440.00
					\$4,440.00	\$0.00	\$4,440.00
Total Contract					\$6,216.00	\$0.00	\$6,216.00

ATTACHMENTS

Document Type

Description

Original File Name

Date Added

SECTION VII

D

AN ORDINANCE APPROVING AN ACQUISITION FUNDING AGREEMENT BETWEEN THE CITY OF BELTON, MISSOURI, AND BELTON 58 CHOPPER, LLC. FOR RIGHT-OF-WAY ACQUISITION.

WHEREAS, the City of Belton, Missouri (the “City”) and Belton 58 Chopper, LLC (the “Developer”) are considering the redevelopment of an area of the City of Belton consisting of approximately eight (8) acres and generally located at the southwest intersection of US Highway 71 and Missouri Highway 58 (the “Redevelopment Area”); and

WHEREAS, the redevelopment within the Redevelopment Area is contemplated to include (i) the relocation of Peculiar Drive through the Redevelopment Area, (ii) construction and reconstruction of certain commercial facilities, and (iii) construction and installation of related improvements; and

WHEREAS, the redevelopment requires the acquisition of certain property interests as generally described on Exhibit A to the attached Acquisition Funding Agreement; and

WHEREAS, Developer acknowledges that the City is without an independent source of funds to carry out the acquisition activities and desires to enter into the attached Acquisition Funding Agreement to provide the funds necessary to enable the City to do so, including any monetary obligation that may arise pursuant to the attached Acquisition Funding Agreement.

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

SECTION 1. The Acquisition Funding Agreement, attached and incorporated to this Ordinance as Exhibit 1, is hereby approved and the Mayor is authorized to execute the Acquisition Funding Agreement on behalf of the City.

SECTION 2. City officers and agents of the City are each hereby authorized and directed to take such action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

SECTION 3. All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.

SECTION 4. This Ordinance shall be in full force and effect from and after its passage, adoption, and approval by the Mayor.

READ FOR THE FIRST TIME: February 21, 2017

READ FOR THE SECOND TIME AND PASSED:

Mayor Jeff Davis

Approved this ____ day of _____, 2017.

Mayor Jeff Davis

ATTEST:

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

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

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

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

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

EXHIBIT 1

ACQUISITION FUNDING AGREEMENT

(see attached)

ACQUISITION FUNDING AGREEMENT
BETWEEN THE
THE CITY OF BELTON, MISSOURI
AND
BELTON 58 CHOPPER, LLC,
a Missouri limited liability company

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ACQUISITION FUNDING AGREEMENT

THIS ACQUISITION FUNDING AGREEMENT (the "Agreement") is made and entered into as of the ____ day of _____, 2017, by and between the CITY OF BELTON, MISSOURI, having its offices at 506 Main Street, Belton, Cass County, Missouri 64012 (the "City") and BELTON 58 CHOPPER, LLC, a Missouri limited liability company, having its offices at 9400 Reeds Road, Suite 100, Overland Park, KS 66207 (the "Developer").

RECITALS

A. The City and the Developer are considering the redevelopment of an area of the City of Belton, consisting of approximately eight (8) acres and generally located at the southwest intersection of US Highway 71 and Missouri Highway 58 (the "Redevelopment Area").

B. The redevelopment within the Redevelopment Area is contemplated to include (i) the relocation of Peculiar Drive through the Redevelopment Area, (ii) construction and reconstruction of certain commercial facilities, and (iii) construction and installation of related improvements.

H. The redevelopment requires the acquisition of certain property interests as generally described on Exhibit A, attached hereto.

I. Developer acknowledges that the City is without an independent source of funds to carry out the acquisition activities and desires to enter into this Agreement to provide the funds necessary to enable the City to do so, including any monetary obligation that may arise pursuant to this Agreement.

NOW, THEREFORE, for and in consideration of the foregoing material recitals, and the mutual promises contained herein, the City and Developer do hereby agree as follows.

I. General Scope of Services.

- A. The City shall acquire the property interests, described on Exhibit A, attached hereto (collectively referred to herein as the "Property"), in accordance with the following terms and conditions. Developer shall provide the necessary funds to pay all costs and expenses of such acquisition, including the administrative fees of the City, and all costs, fees, and expenses incidental thereto in accordance with the terms and conditions as set forth herein.
- B. The City shall take such action as may be reasonably necessary, including condemnation, to acquire the Property.
- C. Developer will provide, subject to the limitations set forth herein, the funds necessary for the City to pay all costs and expenses incurred by it in discharging its obligations undertaken herein. Such costs and expenses include but are not limited to:
 1. Expenses related to the establishment of acquisition values of the Property;
 2. Purchase price of the Property, whether determined by negotiation or condemnation, plus all fees and expenses incidental thereto including but

not limited to advertising, legal fees and court costs;

3. All costs, fees, and expenses incurred in transferring or disposing of the Property as well as any costs associated with the Property prior to transfer to the Developer;
 4. All costs, fees and expenses related to any losses, claims, actions, liabilities, damages, injunctive relief, injuries to persons, property or natural resources, fines, penalties, costs, expenses (including, without limitation, attorneys' fees, consultants' fees, expenditures, expenses and court costs), causes of action and sums paid in settlement of litigation arising, directly or indirectly, in whole or in part, from any violation of any environmental law with respect to the Property.
 5. Legal fees, other expenses paid to third parties, and expenses incurred by the City relating to any of the foregoing described services and/or relating to the negotiation of this Agreement, including, but not limited to, any acquisition brokerage fees due by the City to any entity related to acquisition of the Property and whose services the City utilizes.
- D. After the City's acquisition of rights to the Property, the City shall convey the same to Developer excluding the Peculiar Drive right-of-way provided all payments hereunder have been made. The Developer shall immediately accept the conveyance of the Property.
- E. If so notified in writing by the Developer prior to payment by the City of the award in the Report of the Condemnation Commissioners, the City shall promptly cease all activities contemplated by this Agreement, and the Developer shall not be responsible for any Administrative Fees (defined below) incurred by the City after the date of such notice except costs incurred by the City related to any court proceedings or otherwise resulting from Developer's notification pursuant to this Section I.E.

II. Payments to the City

- A. Administrative Fees
1. Upon execution of this Agreement, Developer shall deposit Ten Thousand Dollars (\$10,000.00) with the City to provide funding for anticipated fees, charges, and expenses referenced herein, including, but not limited to the items set forth in Section I.C., except for Acquisition Costs as said term is defined in paragraph II.B.1.b ("Administrative Fees"). All such deposited amounts are herein collectively referred to as the "Account."
 2. If during any one month period after the execution of this Agreement, the City anticipates that it will incur Administrative Fees not in excess of Ten Thousand Dollars (\$10,000.00), the City shall draw the necessary funds from the Account and pay said amounts as the City receives invoices for the same. Thereafter, the City shall give Developer written notice of such expenditures, itemizing the same, and request reimbursement from Developer for said

amount so that the Account maintains a monthly balance of no less than Ten Thousand Dollars (\$10,000.00). No later than ten (10) days after receipt of said notice, Developer shall deposit the said amount into the Account.

3. If during any one month period after the execution of this Agreement, the City anticipates that it will incur Administrative Fees in excess of Ten Thousand Dollars (\$10,000.00), except for the payment of Acquisition Costs, the City shall provide written notice of this fact to Developer and provide an estimate of the total amount to be incurred by the City. Ten (10) days after receipt of said notice, Developer shall deposit said amount into the Account.
4. Any single expense (excluding the City's attorneys' fees, the cost of the City's appraisal of the Property, and any Court ordered payments or costs) exceeding seven hundred fifty dollars and no cents (\$750.00) must be approved by Developer in advance before the City shall be permitted to withdraw funds from the Account to cover such expense.

B. Acquisition Costs

1. The City shall deliver written notice to Developer of the fact that the City is able to acquire the Property ("Acquisition Notice") and Developer shall deliver to the City, in cash or its equivalent, the sum of:
 - a. The actual price that the City has agreed to pay by contract or by the Report of the Condemnation Commissioners, or jury award and any interest due thereon, pursuant to RSMo § 523.040, as amended ("Report") or by any court order relating thereto (the "Property Costs"); plus
 - b. An amount equal to two and one-half percent (2.5%) of the Property Acquisition Costs not to exceed Two Thousand Five Hundred Dollars (\$2,500.00) (the "Purchase Administrative Costs") (the sum of the Property Costs and the Purchase Administrative Costs is referred to herein as the "Acquisition Costs") no later than:
 - (1) Ten (10) days after receiving the Acquisition Notice; or
 - (2) Ten (10) days after the filing of the Report unless any court order is entered upon an exception to the Report relating to the value of the portion of the Property affected by any condemnation proceeding, then within ten (10) days of such order.

- C. If Developer shall fail to timely deliver payment of the Acquisition Costs or Administrative Fees to the City upon written request by the City, Developer hereby covenants that it shall pay any and all costs, interest, damages, and liability incurred by the City as a result thereof, including but not limited to interest as provided by RSMo § 523.045, as may be amended. It is understood by Developer that any additional award granted to a party, having an interest in the Property, in addition to that award set forth in the Report shall be deemed a part of the Acquisition Costs

payable herein. All amounts deposited by Developer with the City pursuant to this Agreement shall be deposited and maintained by the City in an insured account with a commercial bank (the "Account"). The City shall retain any interest earned on any such deposited amounts for project purposes unless the parties specifically agree otherwise. The City shall only draw funds from the Account to pay Administrative Fees or Acquisition Costs incurred as a result of this Agreement. If requested by Developer, the City shall provide or make available to Developer copies of invoices or other reasonable documentation supporting such amounts together with statements from the Bank in which the Account is maintained. Upon reasonable prior written notice and no more often than twice in any calendar year, Developer may cause an audit to be made by Developer, its representatives or accountants, at Developer's cost and expense, of the Account and all books and records of the City relating to the Administrative Fees or Acquisition Costs paid or reimbursed by Developer pursuant to paragraph II A-B. Such books and records shall be made available for examination at the City's offices. Upon termination of this Agreement, all funds remaining in the Account after all fees, charges, and expenses have been paid in full, shall be returned to Developer.

III. Acquisition and Condemnation

During the pendency of this Agreement, the City shall negotiate with the owners of the Property and, subject to consultation with and cooperation of Developer:

- A. Subject to the requirement of Section I.C, the City shall take such actions as are reasonably necessary to accomplish the acquisition and/or termination of rights to the Property through negotiation or condemnation if such Property cannot otherwise be reasonably acquired and/or terminated by a negotiated process.
- B. Any action so commenced shall be taken subject to consultation with and cooperation of Developer but only in furtherance of carrying out the redevelopment. In such event, Developer shall pay all costs, fees, expenses, and judgments incurred by the City with respect to or as a result of such consultation with and cooperation of by Developer, including, but not limited to, the City's fees and expenses, attorneys' fees, and damages payable to any third party. Anything herein to the contrary notwithstanding and without limiting the generality of any of the provisions hereof, it is agreed by the parties hereto as follows:
 - 1. The City will not enter into any contract or agreement to acquire and/or extinguish the property interests identified herein unless and until such contract or agreement is approved in writing by Developer;
 - 2. The City shall promptly advise Developer of any assessment of damages by Condemnation Commissioners in any condemnation action pursuant hereto; and
 - 3. The City will not make any payments into court pursuant to any such condemnation action unless the same is approved in writing by Developer; and the City will, following consultation with and approval in writing by the

Developer and if permitted by law, take such steps as are necessary to terminate or abandon any condemnation proceedings.

- C. Notwithstanding the foregoing, in the event that an issue is raised in any such action by a party adverse to the City concerning the power of the City to condemn, the City may, with the prior consent of Developer, continue to prosecute such action to final judgment (including any appeals) at the sole cost of the Developer, including, but not limited to, Developer's payment of all awards, costs, fees, and expenses, including attorneys' fees, incurred by the City. Should Developer not consent to City prosecuting the condemnation action, Developer shall pay to City the sum of any and all costs, acquisition and otherwise, expended, owed or awarded to a third party as a result of City's efforts to that time in addition to the requirement to pay other costs hereunder.
- D. All payments and/or performance required of Developer, pursuant to this Section III, except the payment of Acquisition Costs in accordance with Subsection II.B herein, shall be paid and/or performed by Developer within ten (10) days after receipt of a written demand therefor by the City.
- E. Subject to the provisions of this Section III and the approval of Developer, the City shall use its best efforts to settle or appeal any eminent domain or condemnation proceeding; and the City may file exceptions in any condemnation action with the prior approval of Developer, and if Developer consents to the City to withdrawing such exceptions, such exceptions shall be timely withdrawn.

IV. Conditions Precedent

The City's obligations to perform hereunder are subject, without limitation, to fulfillment and satisfaction of the following conditions precedent:

- A. Any material interest of Developer or any of its directors or elected officers in any of the property to be acquired through this Agreement shall have been disclosed to the City prior to execution of this Agreement; and
- B. Developer shall not be in default of its obligations hereunder and Developer's representation and warranties shall be true and accurate.
- C. City Council approval of a tax increment financing plan for the Redevelopment Area for acquisition of the Property other than the relocated Peculiar Drive right-of-way and City Council adoption of ordinances authorizing the use of eminent domain for acquisition of the Property.

V. Disposition of Property

Subject to the provisions of Section II hereof and the full payment and performance by Developer hereunder, the City shall, after performing its obligations under this Agreement, if not prohibited by law, dispose of said rights to the Property other than the relocated Peculiar Drive right-of-way in consultation with and cooperation by Developer.

VI. Indemnification

Developer shall indemnify, hold harmless, and defend the City, its members, officers, employees, agents and representatives from all loss, liability, claims, suits, actions, judgments, costs, and expenses (including reasonable attorneys' fees) including, without limitation, inverse condemnation suits, environmental costs, and other claims against the City as a result of the City's activities in discharging its responsibilities herein required except for the City's negligent acts or omissions or its willful or intentional misconduct. Nothing in this Paragraph shall be construed to be a waiver of sovereign or other immunities or defenses available to the City, its officers, agents and employees.

VII. Title Insurance

The City shall contract for and take all reasonable actions to obtain an owner's title insurance policy for each portion of the Property it acquires naming the City as the insured thereof, in the full amount of the purchase price paid for such portion of the Property, in such form and with such exceptions to coverage and endorsements as are approved by the City and Developer. Developer covenants to pay for all costs, expenses, and premiums incurred by the City to obtain such policy. In addition, the City shall obtain an agreement from the title insurance company to insure Developer upon transfer of any title from the City to Developer at no or only nominal additional premium cost.

VIII. Developer's Warranties and Representations

Developer hereby represents and warrants to the City, as follows:

- A. Developer is a Missouri limited liability company, in good standing, and duly authorized to transact business within the State of Missouri;
- B. To the knowledge of Developer, there is no action, threatened or pending, against Developer which would prevent or impair the City's or Developer's performance hereunder;

IX. Remedies

In the event of any default or breach of this Agreement, or any of its terms or conditions, except for provisions requiring the payment of money or deposit of security, by Developer, Developer shall cure or remedy such default or breach within thirty (30) days after receipt of notice thereof (the "Cure Period"). If the default or breach shall not be cured or remedied within the Cure Period or such other time as the City may specify in its discretion for good cause shown, or in the event of a default or breach by Developer involving the payment of money or deposit of security, the City shall have the right to:

- A. Apply all funds on deposit in the Account or any other of Developer's funds in the City's possession to the cure thereof and to retain the balance, if any;
- B. Institute such proceedings against Developer as may be necessary or desirable in the City's opinion to pay for all of the City's damages and liability incurred as a result thereof, and to cause the cure and remedy of such default or breach, including, without limitation, specific performance; and/or

C. Terminate this Agreement.

Developer agrees to pay all costs, expenses, and fees of the City, including reasonable attorneys' fees, incurred in enforcing this Agreement.

X. Amendments

The terms, conditions, and provisions of this Agreement cannot be modified, amended, or eliminated, except by written agreement between the City and Developer.

XI. Notice

Any notice, approval, demand, or consent required by or asked to be given under this Agreement shall be deemed to be given if it is in writing and if it is mailed by United States registered or certified mail, postage prepaid, return receipt requested, or delivered by hand, and addressed as follows:

to the City:

City of Belton
City Hall
506 Main Street
Belton, Missouri 64012
Attn: City Manager

with a copy to:

Chris Williams
Williams and Campo, P.C.
400 SW Longview Boulevard, Suite 210
Lee's Summit, MO 64081

to the Developer:

Christie Development Associates
9400 Reeds Road, Suite 100
Overland Park, Kansas 66207
Attn: David Christie

and

RH Johnson Co.
4520 Madison Ave # 300
Kansas City, Missouri 64111
Attn: Bob Johnson

with a copy to:

Husch Blackwell LLP
4801 Main Street, Suite 1000
Kansas City, Missouri 64112
Attn: Chris Kline

Each party shall have the right to specify that notice be addressed to any other address by giving to the other party ten (10) days' prior notice thereof.

All notices shall be effective upon being deposited in the United States mail in the manner prescribed in this Section; however, the time period in which a response to any such notice must be given shall commence to run from the date of receipt by the addressee thereof as shown on the return receipt for the notice. The deadline for performance or cure given in any notice shall be deemed to be 5:00 p.m. on the date designated in such notice. Rejection or other refusal to accept or the inability to deliver because of changed address for which no notice was given, shall be deemed to be receipt of the notice as of the date of such rejection, refusal, or inability to deliver.

XII. Parties to the Agreement

The parties to this Agreement are stated in the first paragraph of this Agreement. No other individual or entity is a party to this Agreement, and this is not an agreement for the benefit of any third party. This Agreement shall be binding upon the successors and assigns of the Developer and the City, however, this provision shall not be deemed to permit assignment of this Agreement, except as provided in Section XIII hereof.

XIII. Assignment of Agreement

This Agreement may not be assigned by either party without the prior written consent of the other.

XIV. Additional Funds

Subject to the terms of Section IX hereof, the City covenants that any proceeds, refunds, awards or other sums which the City receives other than from Developer (including, without limitation, from any eminent domain or other condemnation proceedings) relating to the Property shall be thereafter paid to Developer.

XV. Survival

All obligations and other terms of this Agreement shall survive the closing of any transaction hereunder as to a portion of the Property and the delivery of deed(s) to all or such portions of the Property to Developer. Upon completion of its obligations set forth in Section I hereof, the City's obligations hereunder shall terminate. All of Developer's warranties, representations, and all of Developer's covenants to indemnify, hold harmless, and defend the City shall survive and be of full force and effect forever after the date of this Agreement, notwithstanding anything herein to the contrary, and notwithstanding termination of this Agreement.

XVI. Partial Invalidity/Governing Law

If any part of this Agreement is invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect. This Agreement shall be

governed by and construed in accordance with the laws of the State of Missouri.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above set forth.

BELTON 58 CHOPPER, LLC

By: _____
Name: David J. Christie, Manager

By: _____
Name: Bob Johnson, Manager

CITY OF BELTON, MISSOURI

By: _____

Name: _____

Title: _____

ATTEST:

City Clerk

Approved as to form:

City Attorney

EXHIBIT A

Property Interests to be Acquired

1. Right-of-way for relocated Peculiar Drive through the Redevelopment Area.

SECTION VII

E

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

WHEREAS, water rates are hereby increased by nine tenths percent (0.9%) to cover the increase in the water charges from the water source, Kansas City, Missouri in addition to infrastructure maintenance; and

WHEREAS, sewer rates are hereby increased by nine and six tenths percent (9.6%) to cover the increase in the sewer charges from the sewer source, Little Blue Valley Sewer District, in addition to infrastructure maintenance.

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

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

Section 42-36. Rates inside city.

(a) Schedule from April 1, 2017: In all residential instances, the rate schedule for water use within the corporate limits beginning April 1, 2017, billing shall be as follows:

- (1) Fifteen hundred (1,500) gallons minimum-- \$13.36
- (2) Debt service rate -- \$10.21
- (3) Fifteen hundred one (1,501) gallons and over--\$1.0010 per one hundred (100) gallons of metered water.

(b) Schedule from April 1, 2017: In all non-residential instances, the rate schedule for water use within the corporate limits beginning April 1, 2017, billing shall be as follows:

- (1) Fifteen hundred (1,500) gallons minimum-- \$13.36
- (2) Debt service rate-- \$16.46
- (3) Fifteen hundred one (1,501) gallons and over--\$1.0010 per one hundred (100) gallons of metered water.

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

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

- (a) In all instances, the rates for water provided to approved water districts or other local government entities for resale to their own customers outside the City of Belton, beginning with the April 1, 2017, billing, shall be as follows:
\$0.5967 per one hundred (100) gallons
- (b) The rate established herein shall be available only to those water districts or other local government entities specifically approved by the City Council and shall be increased annually, effective April 1, 2017, by no less than the percentage of increase applied to retail water customers, or as otherwise changed by amendment to the City Code.

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

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

- (a) Schedule from April 1, 2017. In all instances the rates scheduled for water provided by the city outside the city limits for residential household use beginning with the April 1, 2017, billing shall be as follows:
 - (1) Fifteen hundred (1,500) gallons minimum-- \$15.38
 - (2) Debt service rate-- \$10.21
 - (3) Fifteen hundred one (1,501) gallons and over--\$1.1349 per one hundred (100) gallons of metered water.
- (b) Schedule from April 1, 2017. In all instances the rates scheduled for water provided by the city outside the city limits for non-residential use beginning with the April 1, 2016, billing shall be as follows:
 - (4) Fifteen hundred (1,500) gallons minimum-- \$15.38
 - (5) Debt service rate-- \$16.46
 - (6) Fifteen hundred one (1,501) gallons and over--\$1.1349 per one hundred (100) gallons of metered water.

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

Section 42-296. Sewer system user rates.

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

- (1) If a nonresidential contributor has a consumptive use of water, or in some other manner uses water which is not returned to the wastewater collection system, the user charge for that contributor may be based on a wastewater meter(s) or separate water meter(s) installed and maintained at the contributor's expense and in a manner acceptable to the city.
 - (2) Nonresidential contributors arranging temporary service for a construction site may choose to be charged for monthly sewer charges by either the volumetric method or by the winter average method allowed for residential contributors. The selection of a winter average sewer billing method for temporary construction site services shall be effective until establishment of a permanent service account but in no event longer than twelve (12) monthly billing periods. The selection of either option may not be revoked by the customer after the temporary account is established except as provided herein. The winter average for such temporary services shall be based on the average monthly water usage for all residential customers as may be determined from time to time by the city. The provisions of subparagraph (2) shall not apply to construction sites for expansions or remodeling of an existing permanent sewer service site.
- (d) City sewer rates:
- (1) Schedule from April 1, 2017: In all residential instances the rate schedule for sewer use within the corporate limits beginning with the April 1, 2017 billing shall be as follows:
 - a. Fifteen hundred (1,500) gallons minimum-- \$9.94 volumetric method/\$11.23 winter month average
 - b. Debt service rate-- \$15.33
 - c. Volumetric method: fifteen hundred one (1,501) gallons and over- \$1.1431 per one hundred (100) gallons of metered water. Winter month average: fifteen hundred one (1,501) gallons and over- \$1.2296 per one hundred (100) gallons of metered water based on the winter average.
 - (2) Schedule from July 1, 2013: In all non-residential instances the rate schedule for water use within the corporate limits beginning with the April 1, 2017 billing, shall be as follows:

- a. Fifteen hundred (1,500) gallons minimum-- \$9.94
 - b. Debt service rate-- \$21.58
 - c. Fifteen hundred one (1,501) gallons and over-\$1.1431 per one hundred (100) gallons of metered water.
- (3) Sewer Rates for residential contributors outside city- Schedule from April 1, 2017: In all residential instances the rate schedule for water use outside the corporate limits beginning with the April 1, 2017 billing, shall be as follows:
- a. Fifteen hundred (1,500) gallons minimum-- \$14.23 volumetric method/\$15.85 winter month average
 - b. Debt service rate-- \$15.33
 - c. Volumetric method: fifteen hundred one (1,501) gallons and over-\$1.4290 per one hundred (100) gallons of metered water. Winter month average: fifteen hundred one (1,501) gallons and over-\$1.5374 per one hundred (100) gallons of metered water.
- (4) Sewer Rates for non-residential contributors outside city- Schedule from April 1, 2017: In all non-residential instances the rate schedule for water use outside the corporate limits beginning with the April 1, 2017 billing, shall be as follows:
- a. Fifteen hundred (1,500) gallons minimum-- \$14.23
 - b. Debt service rate-- \$21.58
 - c. Volumetric method: fifteen hundred one (1,501) gallons and over-\$1.4290 per one hundred (100) gallons of metered water. Winter month average: not available.

Section 5. Any and all new rates established herein shall be effective with any billing from and after April 1, 2017.

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

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

READ FOR THE FIRST TIME: February 21, 2017

READ FOR THE SECOND TIME AND PASSED:

Mayor Jeff Davis

Approved this ____ day of _____, 2017.

Mayor Jeff Davis

ATTEST:

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

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

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

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

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

SECTION VII

F

BILL NO. 2017-15

ORDINANCE NO. 2017-

AN ORDINANCE APPROVING THE ENGAGEMENT OF TROUTT, BEEMAN AND COMPANY TO AUDIT THE CITY FINANCIAL RECORDS FOR FISCAL YEAR 2017.

WHEREAS, the City of Belton Charter Section 3.12 requires an independent audit of all city accounts and a management report at least once a year in accordance with generally accepted accounting principles; and

WHEREAS, the Federal government requires recipients of Federal grants of at least \$750,000 in a single fiscal year to receive an OMB A-133 compliance audit;

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

Section 1. That the engagement letter of Troutt, Beeman and Company, P.C. to conduct the FY2017 City audit and OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations is hereby approved. A copy of the engagement letter is attached as Exhibit A and considered part of this ordinance.

Section 2. That the Mayor is hereby authorized and directed to execute the letter on behalf of the City.

READ FOR THE FIRST TIME: February 21, 2017

READ FOR THE SECOND TIME AND PASSED:

Mayor Jeff Davis

Approved this ____ day of _____, 2017.

Mayor Jeff Davis

ATTEST:

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

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

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

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

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



February 8, 2017

Mr. Jeff Davis, Mayor
City of Belton, Missouri
506 Main Street
Belton, Missouri 64012

You have requested that we audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Belton, Missouri (the City), as of March 31, 2017, and for the year then ended, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

In addition, we will audit the entity's compliance over major federal award programs for the period ended March 31, 2017. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the entity's major federal award programs.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that management's discussion and analysis and budgetary comparison information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, and historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

- Management Discussion and Analysis
- Missouri Local Government Employees Retirement System
- Schedules of Revenues, Expenditures, and Changes in Fund Balance—Actual and Budget—Major Funds

Mr. Jeff Davis, Mayor
City of Belton, Missouri
February 8, 2017
Page Two

Supplementary Information

Supplementary information other than RSI will accompany the City's basic financial statements as of March 31, 2017. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

- Combining Balance Sheets of Non-Major Funds
- Combining Statement of Revenues, Expenditures, and Changes in Fund Balance--Non Major Funds
- Schedule of Expenditures by Department
- Budgetary Comparison Schedules--Major Governmental Funds
- Budgetary Comparison Schedules--Non-Major Funds
- Fund Descriptions

Schedule of Expenditures of Federal Awards

We will subject the schedule of expenditures of federal awards to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the schedule to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on whether the schedule of expenditures of federal awards is presented fairly in all material respects in relation to the financial statements as a whole.

Unaudited Information

Also, the document we submit to you will include the following other additional information that will not be subjected to the auditing procedures applied in our audit of the financial statements:

- Statistical Information

The statistical information will not be audited.

Mr. Jeff Davis, Mayor
City of Belton, Missouri
February 8, 2017
Page Three

Data Collection Form

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, schedule of expenditure of federal awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the federal audit clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the federal audit clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the *earlier* of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

Audit of the Financial Statements

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS) the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America; the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and Government Auditing Standards of the Comptroller General of the United States of America.

Mr. Jeff Davis, Mayor
City of Belton, Missouri
February 8, 2017
Page Four

In making our risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

We will issue a written report upon completion of our audit of the City's basic financial statements. Our report will be addressed to the governing body of the City as of March 31, 2017. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph, or withdraw from the engagement.

In accordance with the requirements of Government Auditing Standards, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

Audit of Major Program Compliance

Our audit of City's major federal award program(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; and the Uniform Guidance, and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance and other procedures we consider necessary to enable us to express such an opinion on major federal award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the entity has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major federal award programs. Our procedures will consist of determining major federal programs and performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs. The purpose of those procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Mr. Jeff Davis, Mayor
City of Belton, Missouri
February 8, 2017
Page Five

Also, as required by the Uniform Guidance, we will perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the entity's major federal award programs. However, our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the entity's major federal award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

Management's Responsibilities

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to error fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements;
3. For safeguarding assets;
4. For identifying all federal awards expended during the period; including federal awards and funding increments received prior to December 26, 2014, and those received in accordance with the Uniform Guidance generally received after December 26, 2014;
5. For preparing the schedule of expenses of federal awards (including notes and noncash assistance received) in accordance with OMB Circular A-133 requirements;
6. For the design, implementation, and maintenance of internal control over compliance;
7. For identifying and ensuring that the entity complies with laws, regulations, grants, and contracts applicable to its activities and its federal award programs;

Mr. Jeff Davis, Mayor
City of Belton, Missouri
February 8, 2017
Page Six

8. For following up and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
9. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
10. For submitting the reporting package and data collection form to the appropriate parties;
11. For making the auditor aware of any significant vendor relationships where the vendor is responsible for program compliance;
12. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters;
 - b. Additional information that we may request from management for the purpose of the audit; and
 - c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
13. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole; and
14. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility (a) for the preparation of the supplementary information in accordance with the applicable criteria, (b) to provide us with the appropriate written representations regarding supplementary information, (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information, and (d) to present the supplementary information with the audited

Mr. Jeff Davis, Mayor
City of Belton, Missouri
February 8, 2017
Page Seven

financial statements, or if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Fees

Michael E. Groszek, CPA, is the engagement partner for the audit services specified in this letter. His responsibilities include supervising the audit services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report. He will also present the audit to the City Council at one public meeting.

Our fees are based on the amount of time required at various levels of responsibility, plus actual out-of-pocket expenses. Invoices will be rendered as work progresses and are payable upon presentation. We estimate that our fee for the audit will be:

Audit and preparation of Financial Statements	\$39,000
Single Audit	\$16,000

We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. Whenever possible, we will attempt to use City personnel to assist in the preparation of schedules and analyses of accounts. This effort could reduce our time requirements and facilitate the timely conclusion of the audit.

Mr. Jeff Davis, Mayor
City of Belton, Missouri
February 8, 2017
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Other Matters

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

The audit documentation for this engagement is the property of Troutt, Beeman & Co., P.C. and constitutes confidential information. However, we may be requested to make certain audit documentation available to state and federal agencies and the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Troutt, Beeman & Co., P.C. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies. We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

At the conclusion of our audit engagement, we will communicate to those charged with governance the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and

Mr. Jeff Davis, Mayor
City of Belton, Missouri
February 8, 2017
Page Nine

- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

Non-Attest Services

As part of our audit we will perform the non-attest services of assisting you in preparing the financial statements, notes to the financial statements, and the supplemental information. With respect to the non-attest services we perform, management is responsible for a) making all management decisions and performing all management functions; b) assigning a competent individual to oversee the services; c) evaluating the adequacy of the services performed; d) evaluating and accepting responsibility for the results of the services performed; and e) establishing and maintaining internal controls, including monitoring ongoing activities.

In accordance with the requirements of Government Auditing Standards, we have attached a copy of our latest external peer review report of our firm for your consideration and files.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements compliance over major federal award programs including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Sincerely,



TROUTT, BEEMAN & CO., P.C.
Harrisonville, Missouri

RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of the City of Belton, Missouri, by:

Title: _____

Date: _____

SECTION VII

G

AN ORDINANCE OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING SUPPLEMENTAL AGREEMENT NO. 1 TO SERVICE AGREEMENT FOR ON-CALL WATER, WASTEWATER, AND STORMWATER SERVICES BETWEEN THE CITY OF BELTON AND WIEDENMANN, INC.

WHEREAS, in the fall of 2012, the City advertised a Request for Proposals for On-Call Water, Wastewater, and Stormwater Repair Services; and

WHEREAS, on September 11, 2012, Ordinance No. 2012-3831, Ordinance No. 2012-3834, and Ordinance No. 2012-3835 were approved for the On-Call Water Wastewater and Stormwater Repair Services with Wiedenmann, Inc., Pyramid Excavation and Construction, Inc., Precision Construction & Contracting, LLC. The contract was for a term of one (1) year with the option of a one-year renewal. In 2013, the City renewed the agreement with all three contractors; and

WHEREAS, in the fall of 2014, the aforementioned contracts were about to expire and City staff advertised a Request for Proposals for On-Call Water, Wastewater, and Stormwater Repair Services; and

WHEREAS, on September 23, 2014, Ordinance No. 2014-4039, Ordinance No. 2014-4040, and Ordinance No. 2014-4041 were approved for the On-Call Water, Wastewater and Stormwater Repair Services with Pyramid Excavation and Construction, Inc., Precision Construction & Contracting, LLC and Wiedenmann, Inc. The contract was for a term of one (1) year with the option of a one-year renewal. In 2015, the City renewed the agreement with all three contractors; and

WHEREAS, in October 2016, the City advertised the Request for Proposals and received two proposals from Wiedenmann, Inc. and Pyramid Excavation and Construction, Inc. In an attempt to receive three proposals, the City re-advertised in November and only received one proposal from Wiedenmann, Inc. In conversations with the contractors, all three contractors had expressed interest but said that they had simply forgotten when it came time to submit proposals. Staff completed appraisals on all three contractors and expressed the desire of renewing the contracts through a supplemental agreement. All three contractors were in support of the supplemental agreement; and

WHEREAS, City Council believes that authorizing and approving Supplemental Agreement No. 1 to Service Agreement for On-Call Water, Wastewater, and Storm Water Services with Wiedenmann, Inc., attached and incorporated to this ordinance as **Exhibit A**, is in the best interest of the City of Belton.

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

SECTION 1. That this ordinance authorizing and approving Supplemental Agreement No. 1 to Service Agreement for On-Call Water, Wastewater, and Stormwater Services between the City of Belton and Wiedenmann, Inc. for a term of one (1) year with the option of up to four (4) additional one (1) year renewal is hereby approved for purposes described above.

SECTION 2. 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: February 21, 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 _____ day of _____, 2017, and thereafter adopted as Ordinance No. 2017-_____ of the City of Belton, Missouri, at a regular meeting of the City Council held on the _____ day of _____, 2017, after the second reading thereof by the following vote, to-wit:

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

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



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: February 21, 2017

DIVISION: Public Works

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:

Staff recommends authorizing and approving an ordinance to enter into a Supplemental Agreement to the Service Agreement for On-Call Water, Wastewater and Stormwater Services with Wiedenmann, Inc.

PROPOSED CITY COUNCIL MOTION:

At the February 21, 2017 City Council Special Session, authorize and approve the first reading of an ordinance for Supplemental Agreement No. 1 to Service Agreement for On-Call Water, Wastewater, and Stormwater Services between the City of Belton and Wiedenmann, Inc. for a term of one (1) year with the option of up to four (4) additional one (1) year renewals.

BACKGROUND:

In fall of 2012 the City advertised Request for Proposals (RFP) for On-Call Water, Wastewater, and Stormwater Repair Services and entered into contracts with Precision Construction & Contracting, LLC, Pyramid Excavation and Construction, Inc., and Wiedenmann, Inc. The contracts were for a one year period with a one year renewal option. The contracts were renewed in 2013.

In fall of 2014, the City again advertised the RFP and entered into contracts with the same three contractors for a one year term with a one year renewal option. Again in 2015, the contracts were renewed.

In October 2016, the City advertised the RFP and received two proposals from Wiedenmann, Inc. and Pyramid Excavation and Construction, Inc. In an attempt to receive three proposals, the City re-advertised in November and only received one proposal from Wiedenmann, Inc. All three contractors had expressed interest but said that they had simply forgotten when it came time to submit proposals. Staff completed appraisals on all three contractors and expressed the desire of renewing the contracts through a supplemental agreement. All three contractors were in support of the supplemental agreement.

IMPACT/ANALYSIS:

N/A

STAFF RECOMMENDATION, ACTION, AND DATE:

At the February 21, 2017 City Council Special Session, authorize and approve the first reading of an ordinance for Supplemental Agreement No. 1 to Service Agreement for On-Call Water, Wastewater, and Stormwater Services between the City of Belton and Wiedenmann, Inc. for a term of one (1) year with the option of up to four (4) additional one (1) year renewals.

LIST OF REFERENCE DOCUMENTS ATTACHED:

- Ordinance
- Exhibit A - Supplemental Agreement No. 1



**SUPPLEMENTAL AGREEMENT NO. 1
TO
SERVICE AGREEMENT
BETWEEN
THE CITY OF BELTON, MISSOURI
AND
WIEDENMANN, INC.
FOR
ON-CALL WATER, WASTEWATER, AND STORMWATER
SERVICES**

THIS SUPPLEMENTAL AGREEMENT NO. 1 made and entered into this _____ day of _____, 2017, by and between the City of Belton, Missouri, a constitutional charter city ("CITY"), and Wiedenmann, Inc., a corporation, authorized to conduct business in Missouri ("CONTRACTOR"; CITY and CONTRACTOR each a "Party", and collectively the "Parties").

WITNESSETH:

WHEREAS, CITY and CONTRACTOR entered into an Agreement with an Effective Date of September 30, 2014, for repair services on an as needed basis for the City's water distribution system, wastewater collection system and stormwater collection system infrastructure (hereinafter "Base Agreement"); and

WHEREAS, per Article 3 – Period of Service of the Base Agreement, the contract was in effect for a one (1) year period from the Effective Date with an option to renew the contract for one (1) additional one (1) year term. On September 23, 2015, CITY provided CONTRACTOR with a letter renewing the contract for the additional one (1) year term. The contract expired on September 30, 2016; and

WHEREAS, CITY advertised the Request for Proposals for the On-Call Water, Wastewater, and Stormwater Repair Services in October and November of 2016 and received no interest from other bidders. Therefore, CITY and CONTRACTOR decided to extend current contracts; and

WHEREAS, CITY desires to enter into a Supplemental Agreement with CONTRACTOR to continue repair services on an as needed basis for the City's water distribution system, wastewater collection system and stormwater collection system infrastructure; and

WHEREAS, CONTRACTOR is prepared to provide said Services and shall give consultation to CITY during the performance of said Services;

NOW THEREFORE, CITY and CONTRACTOR in consideration of the mutual covenants and considerations contained, IT IS HEREBY AGREED by the parties hereto to supplement the Service Agreement with the Effective Date of September 30, 2014 as follows:

1. Agreement Articles Amended.

The sections of the Agreement being amended are set out below. Except as specifically set forth herein, this Supplemental Agreement No. 1 shall in no way modify, alter or amend the remaining terms of the Agreement, all of which shall remain in full force and effect.

2. Article 2 – Services to be performed by Contractor Amended.

CONTRACTOR shall provide repair services for the CITY water distribution system, waste water collection system, and storm water collection system infrastructure ("System") as a yearly contract for the Public Works Operations Divisions and represents that it is equipped, competent, and able to perform, and that it will perform all services hereinafter set forth in a diligent, competent, and workmanlike manner as described herein. CONTRACTOR, as opposed to sub-contractors of CONTRACTOR, must perform at least sixty percent (60%) of the Services described herein, throughout the term of this Agreement.

CONTRACTOR shall, upon the CITY's request, respond to and make necessary repairs to system failures requiring an immediate response to minimize property loss or environmental damage and are generally expected to be of short duration. Additional repair jobs may include, at the CITY's request, those for which the Operations Divisions do not have immediate access to appropriate equipment or available resources to complete the work in a timely manner. CONTRACTOR may also be called upon in the case of natural disasters to assist with system repairs and clean up.

CONTRACTOR may be asked to submit bids on small projects that are identified without public advertisement. These projects may be in the design-build environment where CONTRACTOR and CITY's Engineer may be called upon to determine and construct the best solution.

CONTRACTOR shall be responsible for assuring that all repairs fall within the parameters outlined in the CITY Code of Ordinance's, current CITY's Design and Construction Manual, American Public Works Association's guidelines and American Water Works Association's guidelines.

The CITY reserves the right to add and/or delete locations for service under this Agreement due to budget, development, or changes to procedures/policies. The CITY reserves the right during the term of this Agreement to make in-house repairs itself and to receive separate bids for repair of the CITY's water, wastewater and storm water infrastructure as the CITY deems necessary in its sole discretion.

3. Article 3 – Period of Service Amended.

This agreement shall be in effect for a one (1) year period from the Effective Date. The CITY reserves the right in its sole discretion to renew this contract for four (4) additional one (1) year terms, subject to acceptable performance by CONTRACTOR and by mutual consent of both Parties under the same terms and conditions of this Agreement. Each year, the CITY will conduct a performance appraisal before determining that a renewal with CONTRACTOR is in the CITY's best interest.

4. Article 4 – Compensation Amended.

It is expressly understood that in no event will compensation be paid to the CONTRACTOR under the terms of this contract for the services set forth in Article 2 (as amended) and as described in the Contract Documents, and for reimbursement of authorized expenses, unless and until costs for a specific task are provided by the CONTRACTOR and approved by the CITY.

Services requested and work complete under this Agreement may be done in either an emergency basis or planned basis. Generally, the CITY's intent is to complete the following:

- 1) Award emergency Task Agreements as a not-to-exceed time and materials bid, utilizing labor rates as set forth by Exhibit A – Labor Rates,
OR
- 2) Award planned Task Agreements as a fixed-price bid with unit rates, utilizing bid items and quantities identified by the CITY and provided to the CONTRACTOR prior to bidding.

Upon request, CONTRACTOR will prepare and submit to the CITY a bid of the total cost associated with such services in a not-to-exceed amount on the form provided in Exhibit C – Task Agreement. Prior to bidding, the CITY at the CITY's discretion will identify whether the bid shall be a time and materials bid or fixed-price bid as described herein. The CITY will review and approve in writing such bid for services, and the total compensation and reimbursement to be paid by the CITY to the CONTRACTOR for such approved services shall not exceed the approved amount.

Labor rates set forth by Exhibit A – Labor Rates shall be in effect for the duration of the Period of Service. If the contract is renewed for one (1) additional one (1) year period as described in Article 3 (as amended), the Contractor and City may negotiate the labor rates within reason.

Invoices shall be submitted by the CONTRACTOR to the CITY for payment covering services performed and any materials procured by the CONTRACTOR with the fixed percentage markup of five percent. The CITY's payment terms are net thirty (30) days from the CITY's receipt of a complete invoice with supporting materials. Inadequate documentation to support the charges shall be remedied by CONTRACTOR within ten (10) days, and CITY shall make payment within thirty (30) days from its receipt of remedial documentation. CITY in its sole discretion shall determine adequacy of documentation for payment of any invoice. No payment made under this Agreement shall be proof of satisfactory performance of the Agreement, either wholly or in part, and no payment shall be construed as acceptance of deficient or unsatisfactory work.

The CITY is exempt from the State of Missouri sales and use taxes on purchases made directly for the CITY. CONTRACTOR shall not include any sales or use taxes on transactions between the CONTRACTOR and CITY.

CONTRACTOR shall provide proof of compliance with the CITY'S tax ordinances as a condition precedent to the CITY making any payments under this Agreement. If CONTRACTOR performs work on an Agreement that is for a term longer than one year, the CONTRACTOR shall submit evidence of such compliance on each anniversary of the Effective Date and prior to the first payment under this Agreement following each such anniversary as a condition precedent to the CITY making any payments under the Agreement.

5. Article 9 – Insurance Amended.

A. CONTRACTOR shall procure and maintain in effect throughout the duration of this Agreement insurance coverage not less than the types and amounts specified below. In the event that additional insurance, not specified herein, is required during the term of this Agreement, CONTRACTOR shall supply such insurance, if available, at CITY'S cost. Policies containing a Self-Insured Retention are unacceptable to CITY.

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

Workers' Compensation: Statutory

Employers' liability: 2,500,000 each occurrence

2. Commercial Automobile Liability Insurance. This insurance shall be occurrence type written in comprehensive form and shall protect CONTRACTOR, and OWNER, DESIGN PROFESSIONAL and Consultants as additional insureds, against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles, either on or off the Project Site, whether they are owned, non-owned, or hired.

The liability limits shall be not less than: \$2,500,000

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

\$2,500,000 combined single limit for each occurrence

\$2,500,000 general aggregate.

4. CONTRACTOR shall obtain evidence that all Subcontractors have in force general, automobile, and employer's and workers' compensation liability insurance in the amounts required by these Contract Documents, and evidence that each is current on its unemployment insurance payments before Subcontractors begin Work at the Site. CONTRACTOR shall retain such evidence in its files and make available to OWNER within ten (10) days after written request.

5. The insurer's costs of providing the insureds a defense and appeal as additional insureds, including attorney's fees, shall be supplementary and shall not be included as part of the policy limits but shall remain the insurer's separate responsibility.

B. The policies listed above may not be canceled until after thirty (30) days written notice of cancellation to CITY, ten (10) days in the event of nonpayment of premium. The Workers' Compensation and Employers' Liability, Commercial General Liability, and Automobile Liability

specified above shall provide that CITY and its agencies, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds for the services performed under this Agreement. **CONTRACTOR SHALL PROVIDE TO CITY PRIOR TO THE EXECUTION OF THIS AGREEMENT A CERTIFICATE OF INSURANCE SHOWING ALL REQUIRED COVERAGES, ENDORSEMENTS, ADDITIONAL INSUREDS, AND COMPLIANCE WITH THE TERMS OF THIS ARTICLE 8.** The certificate shall be on a form acceptable to CITY.

C. All insurance coverage must be written by companies that have an A.M. Best's rating of "B+V" or better, and are licensed or approved by the State of Missouri to do business in Missouri.

D. Regardless of any approval by CITY, it is the responsibility of CONTRACTOR to maintain the required insurance coverage in force at all times; CONTRACTOR'S failure to do so will not relieve CONTRACTOR of any contractual obligation or responsibility. In the event of CONTRACTOR'S failure to maintain the required insurance in effect, CITY may order CONTRACTOR to immediately stop work, and upon ten (10) days' notice and an opportunity to cure, may pursue its remedies for breach of this Agreement as provided for herein and by law.

E. Should the CONTRACTOR hire a sub-contractor for performance of services hereunder, said sub-contractor shall maintain at least the same minimum insurance amounts and terms listed above.

6. Article 21 – Communications and Notices Amended.

Any communication or notices required by this Agreement shall be made in writing by certified U.S. mail to one of the contacts specified below:

CONTRACTOR: WIEDENMANN INC.

CITY:

Director of Public Works, 506 Main Street, Belton, MO 64012

AND

City Manager, 506 Main Street, Belton, MO 64012

AND

City Attorney, 506 Main Street, Belton, MO 64012

Each Party shall have the right to specify that notice be addressed to any other address by giving to the other Party ten (10) days' written notice thereof. The date of delivery of any notice given by mail shall be the date falling on the third day after the day of its mailing.

7. Article 43 – Force Majeure Added.

Neither the CONTRACTOR nor the CITY shall be liable for the failure to perform their duties nor for any resulting damage or loss, if such failure is caused by a catastrophe, terrorism, riot, war, strike, fire, accident, sabotage, act of God, including inclement weather, or other similar or different contingency beyond the reasonable control of the CONTRACTOR or of the CITY, as the case may be.

8. Article 44 – Contract Documents Added.

All of the following are considered Contract Documents and are incorporated into this Supplemental Agreement No. 1:

- Base Agreement
- Exhibit A – Labor Rates
- Exhibit B – Affidavit of Enrollment in Federal Work Authorization Program
- Exhibit C – Performance Appraisal
- Exhibit D – Task Agreement

[Remainder of Page Intentionally Left Blank. Signature Page Immediately Follows]

**SIGNATURE PAGE FOR AGREEMENT BETWEEN CITY OF BELTON, MISSOURI AND
WIEDENMANN, INC.**

This Agreement shall be binding on the parties thereto only after it has been duly executed and approved by CITY and CONTRACTOR.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date last written below.

Executed by CONTRACTOR this 7 day of FEBRUARY, 2017.
Executed by CITY this _____ day of _____, 20____.

BELTON, MISSOURI
Address and facsimile number of City
Department: Public Works Department
City Hall Annex
520 Main Street
Belton, MO 64012

CONTRACTOR
Address and facsimile number of
Contractor: Wiedemann, Inc.
950 N. Scott
Belton, MO 64012
816-322-1126

By: _____
Printed Name: Jeff Davis
Title: Mayor

By: Susan Wiedemann
Printed Name: Susan Wiedemann
Title: President

Attested By: _____
Printed Name: Patti Ledford
Title: City Clerk
(Affix City Seal)

Attested By: Jerry Wiedemann
Printed Name: JERRY WIEDENMANN
Title: SECRETARY
(Affix Corporate Seal, if applicable)

Approved as to form:

Megan McGuire, City Attorney, City of Belton, Missouri (date)

EXHIBIT A – LABOR RATES

SEE ATTACHED

CONTRACTOR: WIEDENMANN INC.

EMERGENCY LABOR RATES		
Shop Labor, regular time	\$ _____ minimum	\$ _____ maximum
Shop Labor, overtime	\$ _____ minimum	\$ _____ maximum
Field Labor, regular time	Prevailing Wage	\$ _____ maximum

- Minimum labor rates, overtime schedules, and holiday schedules will be determined by the current State Annual Wage Order. Certified payrolls must accompany all invoices prior to payment by City.
- All equipment and materials should be included in detail on the invoices at cost.
- The City will allow up to a 15% markup on invoices for overhead and profit.
- The City of Belton is a Tax Exempt entity and the City will provide Contractor a Tax Exempt Certificate per project.

BID SHEET

PRICE SCHEDULE

ITEM	PERSONNEL/LABOR	REGULAR RATE	OVERTIME RATE	WEEKEND RATE	HOLIDAY RATE
1	Project Manager	\$ 75.12	\$ 112.67	\$ 112.67	\$ 150.23
2	Supervisor	75.12	112.67	112.67	150.23
3	Foreman	70.80	106.21	106.21	141.61
4	Equipment Operator	70.39	105.59	105.59	140.78
5	Laborer	61.88	92.82	92.82	123.95
6	Shop Foreman	37.60	56.41	56.41	75.22
7	Assistant Shop Foreman	31.57	47.27	47.27	63.03
8	Truck Driver	INCLUDED IN DUMP TRUCK RATE			
9	Other				
10	Other				
11	Other				

ITEM	EQUIPMENT & TOOLS	HOURLY RATE	MOBILIZATION
12	Excavator - 45,000 lbs Class	\$ 176.20	\$ 700.00
13	Excavator - 60,000 lbs Class	224.90	700.00
14	Other		
15	Dump Truck	119.25	
16	Track Loader	175.00	700.00
17	Mini Excavator (model: 3080MT)	65.50	140.00
18	Bobcat	42.60	
19	Rubber Tire Backhoe	58.45	
19	Other		
20	Other		
21	Other		

ITEM	EQUIPMENT & TOOLS	HOURLY RATE	MOBILIZATION
22	Pump w/ Gen Set	\$ 34.40	
23	Pickup w/ Tools	23.15	
24	Pavement Breaker	75.35	
25	Truck (model:)	34.10	
26	Gooseneck Trailer	11.00	
27	Air Compressor & Jack Hammer	18.30	
28	Other TRENCH SHORING	31.65	
29	Other		

30	State the percentage that will be added to your cost for materials used for repairs.	5 %
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Wiedemann, Inc.
 950 N. Scott • P.O. Box 245
 Belton, MO 64012

EXHIBIT B - AFFIDAVIT OF ENROLLMENT IN FEDERAL WORK AUTHORIZATION PROGRAM

Comes now SUSAN WIEDENMANN (Name) as PRESIDENT (Position Held) first being duly sworn, on my oath, affirm WIEDENMANN INC. (Company Name) is enrolled and will continue to participate in a federal work authorization program in respect to employees that will work in connection with the contracted services related to On-Call Water, Wastewater, and Stormwater Service Agreement for the duration of the contract, if awarded in accordance with RSMo Chapter 285.530 (2).

I also affirm that WIEDENMANN INC. (Company Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services related to On-Call Water, Wastewater, and Stormwater Service Agreement for the duration of the contract, if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under Section 575.040, RSMo).

Susan Wiedenmann

Signature (Person with Authority)

Susan Wiedenmann

Printed Name

President

Title (Person with Authority)

FEB-7-2017

Date

Subscribed and sworn to me before this 7TH of FEBRUARY, 2017. I am commissioned, and affix my official seal, as a notary public within the County of CASS, State of MISSOURI, and my commission expires on _____, 20____.

James Stafford

Signature of Notary

2/7/17

Date

**James H. Stafford
Notary Public - Notary Seal
STATE OF MISSOURI
Jackson County Comm. #14481493
My Commission Expires January 6, 2018**

EXHIBIT C – PERFORMANCE APPRAISAL

The following is a summary of scope or work related information, and a list of values and performance measures that the City believes important to the relationship between community, staff and the service providers. These measures will be utilized annually to initiate discussion for improvement necessary to provide great service to the community. It may also be the basis for termination of existing contracts if deemed in the best interest of the City.

Contractor: _____ Date: _____

What type of activities was this provider responsible for? (circle all that apply)

Stormwater	Construction	Conceptual Problem Solving	Transportation	Water	Wastewater
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Was the work completed on schedule, according to scope and under budget?
 If not, why? Was it due to the service provider and how?

On a scale of 1 – 5, 5 being the best, rate the following and provide comments for each.

Quality of work:

Comments:

Responsiveness:

Comments:

Customer Service (community):

Comments:

Communication:

Comments:

Cooperation with others:

Comments:

Creativity/Innovation:

Comments:

Overall Performance:

EXHIBIT D – TASK AGREEMENT



PUBLIC WORKS City of Belton – Public Works Task Agreement

Contract:

Ordinance or Resolution:	Task Agreement No:	Not-to-exceed amount: Date of Schedule of Hourly Rates and Expenses:
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Project Title:	<input type="checkbox"/> Time and Materials OR <input type="checkbox"/> Fixed Price
----------------	---

Contractor/Consultant (including subs):	Division and Staff Project Manager:
---	-------------------------------------

Project Management Manual reviewed:	Attachments (Gantt Chart, etc.):
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PROJECT Scope (can be in the form of an attachment):

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

Project Type:	Design		Construction		Property Acquisition		Conceptual – Problem Solving		Surveying	
Project Discipline(s):	Transportation		Planning		Water		Wastewater		Stormwater	

Insurance Requirements met:

Report(s) Received:

Work on File:

This Task Agreement is subject to all the provisions included in the On-Call Professional Services Agreement effective on the _____ day of _____, 20____.

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

SECTION VII

H

AN ORDINANCE AMENDING APPENDIX A PART I. - CODE OF ORDINANCES OF THE CITY OF BELTON. MISSOURI AMBULANCE CHARGES FOR SERVICES.

WHEREAS, in FY2011 the Fire Department completed an analysis for cost of services for transported ambulance calls; as such the cost was \$1,581 per ambulance transport and as a result the City Council approved ordinance 2012-3794 to amend Appendix A Part I-Code of Ordinances of the City of Belton, Missouri to increase ambulance fees; and

WHEREAS, in late FY 2017, the Fire Department completed an analysis of the cost of service for transported ambulance calls and that cost was \$1,977 per ambulance transport; and

WHEREAS, the City Council believes it is in the best interest of the citizens of Belton to continue to provide high quality and efficient ambulance services while covering increasing costs of medical support services in our community based upon a routine analysis.

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

Section 1. That Appendix A – Schedule of Fees and Charges within the Code of Ordinances for the City of Belton, Missouri is hereby amended to read as follows:

Code Section 2.730 Ambulance services – emergency and nonemergency.

	Current Charges	Revised Charges
(a) Nonresidents		
1. Base Charge	\$950	\$1,150
2. Additional, per mile	\$17.50	\$17.60
(b) Residents		
1. Base Charge	\$700	\$950
2. Additional, per mile	\$17.50	\$17.60
(c) Treatment-No Transport Fee	\$250	\$300
(d) Helicopter Stabilization Fee	\$750	\$950

Section 2. That this ordinance shall be in full force and effect from and after April 1, 2017.

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

READ FOR THE FIRST TIME: February 21, 2017

READ FOR THE SECOND TIME AND PASSED:

Mayor Jeff Davis

Approved this ____ day of _____, 2017.

Mayor Jeff Davis

ATTEST:

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

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

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

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

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



**CITY OF BELTON
CITY COUNCIL INFORMATION FORM**

DATE: February 14, 2017 **AGENDA DATE: February 21, 2017**
 ASSIGNED STAFF: Norman K. Larkey Sr., Fire Chief
 DEPARTMENT: Fire

Approvals

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

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

ISSUE/REQUEST

A proposal to increase the ambulance rates for the Fire Department.

PROPOSED CITY COUNCIL MOTION

Approve the proposed increase for ambulance rate fees charged for service as requested by the Fire Department.

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

The department has not increased ambulance rates since 2012 and was asked to look at a proposal to do so by the Acting City Manager and the Finance Director.

IMPACT/ANALYSIS:

The proposed increase will generate approximately \$85,000 to \$115,000 for FY-2018.

FINANCIAL IMPACT

Contractor:	
Amount of Request/Contract:	\$ 0.00
Amount Budgeted:	\$ 0.00
Funding Source:	
Additional Funds:	\$ 0.00
Funding Source:	N/A
Encumbered:	\$ 0.00
Funds Remaining:	\$ 0.00

TIMELINE:	START:	FINISH:
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OTHER INFORMATION/UNIQUE CHARACTERISTICS:

These proposed increases will only affect about 35% of the department's calls since Medicaid and Medicare will only reimburse their current set rates.

STAFF RECOMMENDATIONS:

These proposed increases would keep the Belton Fire Department on pace with what the area Fire Departments and EMS Services charge. The Fire Department recommends the increase.

Action and Date:

LIST OF REFERENCE DOCUMENTS ATTACHED:

Letter to Assistant City Manager Alexa Barton
Survey of Local area Fire Departments
Spread Sheets to Answer the Council Questions



BELTON FIRE DEPARTMENT

Norman K. Larkey Sr. • Fire Chief

February 14, 2017

Alexa Barton,
Assistant City Manager
City of Belton, Missouri

The Emergency Medical Services (EMS) system in Belton is provided by the Fire Department in the form of advanced life support (ALS) emergency medical treatment and transportation through two ambulances. When ambulances are committed and unavailable, ALS first responder services are provided with fire apparatus and supervisory vehicles.

In 2016, Belton Fire Department contacted 4482 patients and transported 2982 of them to area facilities. The cost of service is determined by adding the costs of providing the service, anticipated and prorated expenses, etc., and dividing by the number of patients transported. Transported patients are the source of cost recovery.

The costs of providing EMS service in FY11 was estimated at \$1,581.00 per call. We have experienced a number of cost increases in disposable supplies, drugs used, the volume of supplies used, and need to regularly replace and upgrade vehicles and equipment. The costs of providing EMS service is estimated at \$1,977.00 per call in 2017.

Rate Recommendation

Ambulance rates have not been adjusted since FY12. Analysis of fees charged in the metropolitan area show a wide range of charges. Regardless of the charges the City establishes, reimbursement by Medicare and Medicaid, which represented 65% of our billing in 2016, are fixed and will not change based on our fee schedule. Revenues will only increase by collections from insured or private pay patients.

Our current fee structure is \$700 Resident, \$900 Non-resident, plus \$17.50 per loaded mile.

A survey of Regional Charges has been done with local fire departments and EMS agencies in the area and is attached. For residents, base fees range from \$540 to \$950. Charges for mileage range from \$10/mile to \$17.50/mile. For Non-residents, base fees range from \$650 to \$1050. Charges for mileage range from \$10/mile to \$17.50/mile.

Recommendation:

Increase Base Rate at a Minimum to:	\$950 Resident \$1,150 Non-Resident
Increase Treatment / No Transport fee to:	\$300.00
Increase Helicopter Stabilization fee to:	\$950.00
Keep Loaded Mileage the same:	\$17.60 / loaded mile

As stated above, the proposed rate will not affect 65% of our reimbursement. It is estimated that the proposed rate would generate approximately \$260,000 in billable charges and approximately \$80,500 to \$115,000 in additional collected revenue.

It is important to note that the total cost of providing EMS is approximately \$5.9 million and under the current rate structure the city collects approximately \$1.2 million in fees. The citizens are making up the \$4.7 million deficit through taxes. It is estimated that the proposed rate structure would generate an additional \$85,000 which will reduce the burden to tax payers.

Additional charges for specific services and medications may be reimbursable with some payers. Further evaluation is required for a specific recommendation.

Norman K. Larkey Sr
Fire Chief

2017 EMS FEE SURVEY

	BELTON FIRE DEPART	SOUTH METRO FIRE	GRANDVIEW FIRE DEPART	LEES SUMMIT FIRE DEPART	PLEASANT HILL FIRE DISTRICT	WEST PECUILIAR FIRE DISTRICT	HARRISONVILLE FIRE DEPART	CENTRAL JACKSON COUNTY FIRE DISTRICT	KANSAS CITY MO FIRE DEPART	AMR INDEP. MO	AVERAGE	BELTON TO THE AVERAGE	PROPOSED CHANGES TO BELTON
A0425 - Mileage:	\$ 17.50	\$ 12.00	\$ 12.00	\$ 17.50	\$ 12.00	\$ 15.00	\$ 10.55	\$ 12.00	\$ 10.00	\$ 13.74	\$ 13.23	\$ 4.27	\$ 17.60
A0426 - ALS vehicle used, ER	\$ 700.00	\$ 550.00	\$ 800.00	\$ 540.00	\$ 600.00	\$ 875.00	\$ 650.00	\$ 840.00	\$ 825.00	\$ 955.29	\$ 733.53	\$ (33.53)	\$ 950.00
A0427 - ALS 1 ER - ALS asses	\$ 700.00	\$ 550.00	\$ 800.00	\$ 623.00	\$ 700.00	\$ 875.00	\$ 720.00	\$ 840.00	\$ 900.00	\$ 955.29	\$ 766.33	\$ (66.33)	\$ 950.00
A0428 -	\$ 700.00	\$ 550.00	\$ 800.00	\$ 623.00	\$ 700.00	\$ 875.00	\$ 720.00	\$ 840.00	\$ 900.00	\$ 955.29	\$ 766.33	\$ (66.33)	\$ 950.00
A0429	\$ 700.00	\$ 550.00	\$ 800.00	\$ 623.00	\$ 700.00	\$ 875.00	\$ 720.00	\$ 840.00	\$ 900.00	\$ 955.29	\$ 766.33	\$ (66.33)	\$ 950.00
A0433 - ALS 2 - ALS intervent	\$ 700.00	\$ 800.00	\$ 950.00	\$ 714.00	\$ 800.00	\$ 875.00	\$ 1,150.00	\$ 905.00	\$ 950.00	\$ 955.29	\$ 879.93	\$ (179.93)	\$ 1,050.00
A0434 - SCT - Transport usin	N/A	\$ 1,050.00	N/A	N/A	N/A	N/A	N/A	\$ 1,292.00	\$ 950.00	\$ 1,301.28	\$ 1,148.32	\$ (1,148.32)	\$ 1,150.00
Non-resident call ALS 1:	\$ 950.00	\$ 700.00	\$ 800.00	\$ 830.00	\$ 700.00	\$ 875.00	\$ 650.00	\$ 830.00	\$ 825.00	N/A	\$ 795.56	\$ 154.44	\$ 1,150.00
Non-resident call ALS 2:	\$ 950.00	\$ 700.00	\$ 950.00	\$ 930.00	\$ 800.00	\$ 875.00	\$ 720.00	\$ 930.00	\$ 900.00	N/A	\$ 861.67	\$ 88.33	\$ 1,150.00
Treat and release no transpo	\$ 250.00	\$ 100.00	\$ 200.00	N/A	N/A	\$ 250.00	\$ 275.00	\$ 100.00	\$ 250.00	349.49	\$ 221.81	\$ 28.19	\$ 300.00

2017 EMS FEE SURVEY CASS COUNTY

	BELTON FIRE DEPART	SOUTH METRO FIRE	WEST PECUILIAR FIRE DISTRICT	HARRISONVILLE FIRE DEPART	PLEASANT HILL FIRE DISTRICT	AVERAGE	BELTON TO THE AVERAGE	PROPOSED CHANGES TO BELTON
A0425 - Mileage:	\$ 17.50	\$ 12.00	\$ 15.00	\$ 10.55	\$ 12.00	\$ 13.76	\$ 3.74	\$ 17.60
A0426 - ALS vehicle used, ER	\$ 700.00	\$ 550.00	\$ 875.00	\$ 650.00	\$ 600.00	\$ 693.75	\$ 6.25	\$ 950.00
A0427 - ALS 1 ER - ALS asses	\$ 700.00	\$ 550.00	\$ 875.00	\$ 720.00	\$ 700.00	\$ 711.25	\$ (11.25)	\$ 950.00
A0428 -	\$ 700.00	\$ 550.00	\$ 875.00	\$ 720.00	\$ 700.00	\$ 711.25	\$ (11.25)	\$ 950.00
A0429	\$ 700.00	\$ 550.00	\$ 875.00	\$ 720.00	\$ 700.00	\$ 711.25	\$ (11.25)	\$ 950.00
A0433 - ALS 2 - ALS intervent	\$ 700.00	\$ 800.00	\$ 875.00	\$ 1,150.00	\$ 800.00	\$ 881.25	\$ (181.25)	\$ 1,050.00
A0434 - SCT - Transport usin	N/A	\$ 1,050.00	N/A	N/A	N/A	\$ 1,050.00	\$ (1,148.32)	\$ 1,150.00
Non-resident call ALS 1:	\$ 950.00	\$ 700.00	\$ 875.00	\$ 650.00	\$ 700.00	\$ 793.75	\$ 156.25	\$ 1,150.00
Non-resident call ALS 2:	\$ 950.00	\$ 700.00	\$ 875.00	\$ 720.00	\$ 800.00	\$ 811.25	\$ 138.75	\$ 1,150.00
Treat and release no transpo	\$ 250.00	\$ 100.00	\$ 250.00	\$ 275.00	N/A	\$ 218.75	\$ 31.25	\$ 300.00

2016: CPT BREAKDOWN NON PAR AND SELF PAY NO MEDICAID OR MEDICARE

<i>Service Level Type</i>	<i>Service Level Name</i>	<i>Charge Quainty</i>	<i>Charge Amount</i>	<i>Current Rate</i>	<i>Proposed Rate</i>	<i>New Charge Amount</i>	<i>% Of Proposed Increase</i>
Base rate	ALS2	10	\$8,500.00	\$ 850.00	\$ 1,050.00	\$10,500.00	23.53%
Base rate	ALS-A0427 Non Resident	217	\$206,055.00	\$ 950.00	\$ 1,150.00	\$249,435.00	21.05%
Base rate	ALS-A0427 Resident	400	\$280,000.00	\$ 700.00	\$ 950.00	\$380,000.00	35.71%
Base rate	BLS-A0429 Non Resident	186	\$176,950.00	\$ 950.00	\$ 1,150.00	\$214,202.63	21.05%
Base rate	BLS-A0429 Resident	296	\$207,200.00	\$ 700.00	\$ 950.00	\$281,200.00	35.71%
Base rate	ALS-A0426 NonRes	1	\$950.00	\$ 950.00	\$ 1,150.00	\$1,150.00	21.05%
Base rate	ALS-A0426 Res	3	\$2,100.00	\$ 700.00	\$ 950.00	\$2,850.00	35.71%
Base rate	BLS-A0428 Non Res	3	\$2,850.00	\$ 950.00	\$ 1,150.00	\$3,450.00	21.05%
Base rate	BLS-A0428 Res	2	\$1,400.00	\$ 700.00	\$ 950.00	\$1,900.00	35.71%
Mileage	A0425	12,737	\$222,888.93	\$ 17.50	\$ 17.60	\$224,162.58	0.57%
Base rate	Treat-Release	27	\$6,750.00	\$ 250.00	\$ 300.00	\$8,100.00	20.00%
TOTAL NON PAR AND SELF PAY CPT			\$1,115,643.93			\$1,376,950.21	

146

Difference	\$261,306.28
35%	\$86,231.07
50%	\$130,653.14

2016: CPT BREAKDOWN NON PAR AND SELF PAY ALL PAY FORMS

<i>Service Level Type</i>	<i>Service Level Name</i>	<i>Charge Quantity</i>	<i>Current Charge Rate</i>	<i>Charge Amount</i>	<i>Medicaid Pay</i>	<i>Medicare Pay</i>	<i>Proposed Charge Rate</i>	<i>New Charge Amount</i>	<i>% Of Proposed Increase</i>
Base rate	ALS2	20	\$850.00	\$17,000.00	\$485.75	\$433.79	\$ 1,050.00	\$ 21,000.00	23.53%
Base rate	ALS-A0426 NonRes	24	\$950.00	\$22,800.00	\$173.87	\$189.29	\$ 1,150.00	\$ 27,600.00	21.05%
Base rate	ALS-A0426 Res	26	\$700.00	\$18,200.00	\$173.87	\$189.29	\$ 950.00	\$ 24,700.00	35.71%
Base rate	ALS-A0427 Non Resident	364	\$950.00	\$345,800.00	\$338.55	\$299.70	\$ 1,150.00	\$ 418,600.00	21.05%
Base rate	ALS-A0427 Resident	1284.2	\$700.00	\$898,940.00	\$338.55	\$299.70	\$ 950.00	\$ 1,219,990.00	35.71%
Base rate	BLS-A0428 Non Res	46	\$950.00	\$43,700.00	\$236.10	\$157.74	\$ 1,150.00	\$ 52,900.00	21.05%
Base rate	BLS-A0428 Res	93	\$700.00	\$65,100.00	\$236.10	\$157.74	\$ 950.00	\$ 88,350.00	35.71%
Base rate	BLS-A0429 Non Resident	393	\$950.00	\$373,350.00	\$243.30	\$252.39	\$ 1,150.00	\$ 451,950.00	21.05%
Base rate	BLS-A0429 Resident	976	\$700.00	\$683,200.00	\$243.10	\$252.39	\$ 950.00	\$ 927,200.00	35.71%
Base rate	Misc Charge	10982	\$0.01	\$109.82	\$0.01	\$0.01	\$ 0.01	\$ 109.82	0.00%
Base rate	Treat-Release	28	\$250.00	\$7,000.00	\$0.00	\$0.00	\$ 300.00	\$ 8,400.00	20.00%
Mileage	Mileage A0425	34321.67	\$17.50	\$600,629.23	\$17.60	\$5.68	\$ 17.60	\$ 604,061.39	0.57%
Mileage	Non covered mileage A0888	1916	\$17.50	\$33,530.00	\$0.00	\$0.00	\$ 17.60	\$ 33,721.60	0.57%
147			TOTAL CPT CHARGES	\$3,109,359.05				\$ 3,878,582.81	

SECTION VII

I

AN ORDINANCE APPROVING THE REAPPROPRIATION & REVISION OF THE CITY OF BELTON FISCAL YEAR 2017 ADOPTED CITY BUDGET FOR THE PURPOSE OF REPLACING THE ANALOG VIDEO SYSTEM IN COUNCIL CHAMBERS.

WHEREAS, on March 8, 2016 under Ordinance No. 2016-4180, the City Council approved the Fiscal Year 2017 City Budget; and

WHEREAS, subsequent to the adoption of the Fiscal Year 2017 City Budget, an unanticipated mechanical failure of the analog video system in council chambers occurred and will need replacement; and

WHEREAS, Code Section 2-927 of the City of Belton, Missouri encourages participation in cooperative purchasing programs; and

WHEREAS, Harvest Productions has entered into a competitively bid pricing contract with the city of Kansas City, MO and the county of Jackson, MO ; and

WHEREAS, Harvest Productions has submitted a proposal for the purchase and installation of a Hi Def Digital Video System for the City of Belton Council Chambers in the amount of \$46,688.19.

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

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

INCREASE the balance by \$ 46,689 (whole dollars) of Expenditure line item, # 010-0000-495-7400 , named Capital Outlay - Equipment .

DECREASE the balance by \$ 46,689 (whole dollars) of Expenditure line item, # 010-1000-400-9000 , named Rainy Day.

Section 2. That the City Council hereby authorizes and approves the Council Chambers Hi Def Digital Video System proposal. A copy of the proposal shall be attached and considered part of this ordinance.

Section 3. That the Assistant City Manager is hereby authorized to sign the proposal on behalf of the City.

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

READ FOR THE FIRST TIME: February 21, 2017

READ FOR THE SECOND TIME AND PASSED:

Mayor Jeff Davis

Approved this ____ day of February, 2017.

Mayor Jeff Davis

ATTEST:

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

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

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

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

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

ESTIMATE

To: Belton City Hall
 Address: 506 Main St
 Belton, MO 64102

Prepared For: Alexa Barton, Assistant City Administrator
 Phone: 816-892-1252
 E-mail: abarton@belton.org

System Type: INTEGRATED AUDIO/VIDEO SYSTEM
 Date: 1/25/2017



1340 Burlington
 Kansas City Mo 64116

Phone: 816-483-3889
 Fax: 816-483-3736

Prepared By: Martin Pilewski
 Project Number: 012517MP0256

CONTRACTURAL TERMS

DELIVERY

Estimated delivery and completion time frames for the project stages are as follows:

- * Installation Drawings, Power & Conduit Requirements 10 -15 days
- * Equipment Procurement 30-60 days
- * Substantial Completion of System 90-120 days

In the event of discrepancy this contractual document governs any verbal communication concerning delivery dates of completed systems.

ELECTRICAL

Unless specified, any electrical power installation and requirements for the proposed system are not included in this contract and must be provided by a licensed Electrical Contractor. Either you the client can provide a licensed electrical contractor or Harvest Productions Inc. can provide that service through our sub-contract network. Additional costs will apply as necessary.

WARRANTY

Harvest will warranty the listed proposed system in its entirety for one (1) year from completion. Harvest will warranty the workmanship of the proposed system for a period of five (5) years from the date of completion. Additional warranties or service maintenance agreements can be purchased and implemented at the clients request. Note: *Any existing equipment reutilized for the proposed system will not be warrantied.*

TERMS

50% Deposit due upon acceptance of this agreement by signature.

20% Invoiced upon installation commencement.

20% Invoiced upon installation completion.

10% Final payment invoiced upon commissioning of system to owner.

NOTE: If Invoices are not paid within 30 days of the Invoice date, Harvest Productions Inc. reserves the right to cease & desist all work until Invoices balances are current.

This document is provided to you as an estimate, upon signature it will be considered a contractual document and binding agreement between the above listed and Harvest Productions Inc. Thank you for the opportunity to provide these services to you. Please sign and return a copy of this contract with your deposit check. If you have any questions, do not hesitate to contact us.

Sincerely,

Martin Pilewski

Martin Pilewski

I hereby accept the system estimate, payment terms, scope of work and division of responsibilities and understand it to be for the implementation of the above systems located at"

**Belton City Hall
 506 Main St
 Belton, MO 64102**

Accepted By _____

Date _____

Notes & Notice of Confidentiality: 2010 Harvest Productions Inc. - All Rights Reserved

No part of this material may be reproduced in any form or by any means without written consent from Harvest Productions, Inc. All information including but not limited to; engineering data, product quantities, model numbers, equipment locations, methods, drawings and basic design concepts, shall remain the sole property of Harvest Production, Inc. and shall not be implemented, copied or conveyed in any form or by any means to be used directly or indirectly without the expressed written consent of Harvest Productions, Inc.. Unauthorized use of this material may result in civil and/or criminal prosecution. Local tax codes will govern if different than this listed below.

ITEM NO.	QTY.	MANUFACTURER	MODEL	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
Base System Cost Estimate					\$	46,688.19
Freight					\$	373.14
Tax <i>Applicable state & local taxes will apply unless tax exempt documentation is provided.</i>						Exempt
Subtotal					\$	46,315.05
1 - Part I: Implementation					\$	9,001.50
1	Harvest	IMP		Installation		
1	Harvest	IMP		Engineering/CAD/Submittals		na
1	Harvest	IMP		Programming		
1	Harvest	IMP		System Commissioning		
1	Harvest	IMP		Training		
1	Harvest	IMP		Bonding & Insurances		
1	Harvest	IMP		Lifts & Equipment		
1	Harvest	IMP		Travel		
2 - Part II: Materials					\$	675.00
1	Harvest	Materials		Installation Cable		
1	Harvest	Materials		Cables & Connectors (CAC)		
1	Harvest	Materials		Hardware, Misc. Materials		
1	Harvest	Materials		EntreLec J-Box Systems		na
3 - Part III: System Equipment					\$	36,638.55
				HI DEF DIGITAL VIDEO SYSTEM		
3	Marshall	AV-CV610-U3		hi def ptz camera		
3	Marshall	AV-CV610-U3-WM		wall mount		
1	Marshall	AV-VS-PTC-200		controller		
1	Atlona	AT-UHD-PRO3-88M		HDMI-HDBaseT matrix switch		
8	Atlona	AT-UHD-EX-70C-RX		HDBaseT receiver w control		
2	Atlona	AT-HDVS-200-TX-WP		auto vga/audio/hdmi sender plate		
3	Atlona	AT-UHD-EX-70-KIT		hdmi cat6TX-RX KIT		
1	NCast	PR-HD-Extreme-R		digital record/streamer/network		
1	Samsung	Preview		32" monitor		
1	Amberry	PIPV400H		hdmi quad multiplexer		
1	Vizio	M80 Series		80" display		
1	Chief	LTA1U		large fusion wall tilting wall mount		
1	Atlona	AT-UHD-H2H-88M		8x8 matrix		
				DIGITAL AUDIO SYSTEM		
1	QSC	CORE 110f		digital signal processor		
1	QSC	ISA300TI		power amplifier		
1	AC	VT1		audience microphone		

			CONTROL SYSTEM
1	Extron	IPCP Pro550	system controller
1	Extron	Extron Control	control app for iPad/android, etc
1	Extron	TLPro 720T	7" table top touch panel

			POWER
2	Furman	M8S	power conditioner/sequencer

Coordinate with Ryan Countryman of City during programming phase.
Have Marty present when ready to tune room

SECTION VII

J

AN ORDINANCE APPROVING THE REAPPROPRIATION & REVISION OF THE CITY OF BELTON FISCAL YEAR 2017 ADOPTED CITY BUDGET FOR THE PURPOSE OF PURCHASING FOUR (4) DURESS BUTTONS FOR CITY HALL AND THE CITY HALL ANNEX.

WHEREAS, on March 8, 2016 under Ordinance No. 2016-4180, the City Council approved the Fiscal Year 2017 City Budget; and

WHEREAS, subsequent to the adoption of the Fiscal Year 2017 City Budget, there has been an increase in the number of public interactions that cause staff to feel threatened; and

WHEREAS, Midwest Public Risk has made funds available through their Loss Control program for the purchase of four (4) duress buttons for City Hall and the City Hall Annex; and

WHEREAS, Kenton Brothers Locksmiths, Inc. provided and installed the Belton Police Department's security/camera system in 2014 and currently maintains the system; and

WHEREAS, Kenton Brothers Locksmiths, Inc. has submitted a proposal for the purchase of four (4) duress buttons for City Hall and the City Hall Annex in the amount of \$4,333.06 plus annual professional services in the amount of \$840.

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

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

INCREASE the balance by \$ 5,174 (whole dollars) of Expenditure line item, # 010-0000-495-7400 , named Capital Outlay - Equipment .

INCREASE the balance by \$ 5,174 (whole dollars) of Revenue line item, # 010-0000-367-2000 , named Miscellaneous Revenue .

Section 2. That the Mayor and City Council hereby authorizes and approves the Belton City Hall and Annex Duress Button proposal. A copy of the proposal shall be attached and considered part of this ordinance.

Section 3. That the Assistant City Manager is hereby authorized to sign the proposal on behalf of the City.

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

READ FOR THE FIRST TIME: February 21, 2017

READ FOR THE SECOND TIME AND PASSED: February 21, 2017

Mayor Jeff Davis

Approved this 21st day of February, 2017.

Mayor Jeff Davis

ATTEST:

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

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

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

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

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



Proposal: 7191-4-0

Belton City Hall and Annex Duress Button

Proposal Issued
2.2.2017

Proposal Valid To
3.16.2017

Prepared for:

Alexa Barton

City of Belton
520 Main Street
Belton, MO 64640-12

P
E Abarton@Belton.Org
W (816) 331-4331

CLIENT INFORMATION

Name: City of Belton

Site:
520 Main Street
Belton, MO 64012

Billing:
520 Main Street
Belton, MO 64640-12

Contact:
Alexa Barton
(816) 331-4331
Abarton@Belton.Org

PROJECT DESCRIPTION

Duress Buttons

- Annex -KB will be adding one button [REDACTED]
- City Hall will have 3 distress buttons, [REDACTED]
- KB will also add 2 Honeywell Duress Monitoring systems (one in each building) so that if any of the duress buttons have been activated, the central station will notify the police of the issue. This system communicates via POTS/analog phone line with backup network connectivity for redundancy.
- If duress button is pushed, the Honeywell system will notify the third party monitoring company to notify responding department (911 or PD).
- KB suggests utilizing the burg panel option as the most reliable and redundant means of communication for the duress systems.....there is no way for PD dispatch to actually receive the duress signal directly from these panels. It must come from the monitoring station or via the access control system option (which we've deleted). The telephone line is one means of connectivity--and the network/internet is the secondary form of communication.
- These systems include a monthly monitoring fee from the alarm monitoring central station--these monitoring fees are in addition to the project total investment.
- monthly monitoring of each alarm panel is \$25/month
- plus Alarmnet-internet/network backup \$10/month
- pricing based on Jackson County contract 4-12
- non prevailing wage

PROJECT BUDGET

Duress Buttons

QTY	Description	Ext. Price
4	Hold Up Sel. Litch/Mom DPDT SS	\$81.64
2	LCD Keypad cust alpha prog	\$192.02
2	12V 7AH SLA Battery F1	\$48.08
1,500	1000' 18 AWG 4 CONDUCTOR STRANDED BARE COPPER	\$345.00
2	HONEYWELL VISTA 21IP KIT	\$607.28

Equipment Subtotal:	\$1,274.02
Labor Subtotal:	\$3,040.00
Misc. Items SubTotal:	\$19.04
Duress Buttons Subtotal:	\$4,333.06
Annual Professional Services Subtotal:	\$840.00



Professional Services : Annual

Description	Ext. Price
Monitoring	\$600.00
Alarm Net	\$240.00

Financial Summary

Total Proposal Amount:	\$4,333.06
Note: The above price does not include sales tax.	
Annual Professional Services:	\$840.00

PROJECT INVESTMENT SUMMARY

System Investment

Kenton Brothers will provide the proposed system as described in this proposal for the sum of: **\$4,333.06**.

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

Payment Terms:

Payment shall be Net 30 of invoice date.



PROJECT EXCLUSIONS, CLARIFICATIONS & ASSUMPTIONS

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

Clarifications & Assumptions

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

Overtime is not included and will be charged additionally.

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

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

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

Final testing and system delivery is included as per the project schedule only.

PROJECT ACCEPTANCE

Proposal Acceptance:

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

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

AGREEMENT

This Master Agreement as incorporated and reflected in the attached "Standard Terms and Conditions" (this "Agreement") is made and entered into effective as of February 02, 2017 (the "Effective Date") by and between **Kenton Brothers Locksmiths, Inc.**, a Missouri corporation ("KB") and the above-identified customer ("Customer"). By signing this Agreement, KB agrees to provide the security equipment, software and/or services identified in the schedule(s) from time to time executed by the parties and attached hereto and/or incorporating this Agreement (each a "Schedule" and collectively the "Schedules") and Customer agrees to acquire the same, upon the terms and conditions of this Agreement and the Schedules.

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

Accepted By: **Kenton Brothers**
Name: **Gina Stuelke**

Signature: _____

Title: _____

Date: _____

Accepted By: **City of Belton**
Name: **Alexa Barton**

Signature: _____

Title: _____

Date: _____



SECTION VII

K

BILL NO. 2017-20

ORDINANCE NO. 2017-

AN ORDINANCE APPROVING THE FINANCIAL SERVICES AGREEMENT BETWEEN PIPER JAFFRAY & CO AND THE CITY OF BELTON, MISSOURI TO EVALUATE BOND ISSUANCE TERMS AND TRANSACTION MANAGEMENT WITH RESPECT TO THE PLANNED ISSUANCE OF SERIES 2017 REFUNDING CERTIFICATES OF PARTICIPATION AND GENERAL OBLIGATION REFUNDING BONDS.

WHEREAS, the City of Belton has outstanding Series 2007 General Obligation Bonds that are callable March 1, 2017 ; and

WHEREAS, the City of Belton has outstanding Series 2007 Certificates of Participation that are callable March 1, 2017; and

WHEREAS, the City of Belton has outstanding Series 2008 Certificates of Participation that are callable March 1, 2018; and

WHEREAS, the City of Belton would like to evaluate the savings to taxpayers of refunding these issues and issuing Series 2017 General Obligation Refunding Bonds and Series 2017 Refunding Certificates of Participation ; and

WHEREAS, Piper Jaffray & Co. shall provide professional financial services to evaluate bond issuance terms and transaction management; and

WHEREAS, payment of these services will be provided from the proceeds of the bond issuances.

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

SECTION 1. That the Financial Services Agreement with Piper Jaffray & Co. is hereby approved. A copy of the agreement is attached as **Exhibit A** and considered part of this ordinance.

SECTION 2. That the Finance Director is hereby authorized and directed to execute the Financial Services Agreement on behalf of the City.

READ FOR THE FIRST TIME: February 21, 2017

READ FOR THE SECOND TIME AND PASSED: February 21, 2017

Mayor Jeff Davis

Approved this 21st day of February, 2017.

Mayor Jeff Davis

ATTEST:

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

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

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

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

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

FINANCIAL SERVICES AGREEMENT

This Financial Services Agreement, (the Agreement) is entered into the 21st day of February, 2017 by and between City of Belton, Missouri (the Client) and Piper Jaffray & Co. (Piper Jaffray or the Financial Services Provider). This Agreement will serve as our mutual agreement with respect to the terms and conditions of our engagement as your financial services provider, effective on the date this Agreement is executed (the Effective Date).

I. Scope of Services.

(A) **Services to be provided.** Piper Jaffray is engaged by the Client to provide services with respect to the planned issuance of the Client's Series 2017 Refunding Certificates of Participation and General Obligation Refunding Bonds (the Issues) and any additional issues to be identified in an amendment to the Agreement.

(B) **Scope of Services.** The Scope of Services to be provided respecting the Issue(s) shall consist of the following:

1. Evaluate options or alternatives with respect to the proposed new Issue(s),
2. Consult with and/or advise the Client on actual or potential changes in market place practices, market conditions or other matters that may have an impact on the Issues or Products.
3. Assist the Client in establishing a plan of financing
4. Assist the Client in establishing the structure, timing, terms and other similar matters concerning the Issue
5. Prepare the financing schedule
6. Consult and meet with representatives of the Client and its agents or consultants with respect to the Issue
7. Attend meetings of the Client's governing body, as requested
8. Advise the Client on the manner of sale of the Issue
9. Make arrangements for printing, advertising and other vendor services necessary or appropriate in connection with the Issue
10. Advise the Client with regard to any continuing disclosure undertaking required to be entered into in connection with the Issue, including advising on the selection of a dissemination agent, if directed.
11. In a competitive bid sale, prepare the bid package, obtain CUSIP numbers, assist the Client in collecting and analyzing bids submitted by underwriters and in connection with the Client's selection of a winning bidder
12. At the time of sale, provide the Client with relevant data on comparable issues recently or currently being sold nationally and by comparable Clients
13. In a negotiated sale, coordinate pre-pricing discussions, supervise the sale process, advise the Client on matters relating to retail or other order periods and syndicate priorities, review the order book, advise on the acceptability of the underwriter's pricing and offer to purchase
14. Assist the Client in identifying an underwriter in a negotiated sale or other deal Participants such as an escrow agent, accountant, feasibility consultant, etc. to work on the Issue
15. Respond to questions from underwriters
16. Arrange and facilitate visits to, prepare materials for, and make recommendations to the Client in connection with credit ratings agencies, insurers and other credit or liquidity providers
17. Work with bond counsel and other transaction participants to prepare and/or review necessary authorizing documentation of the Client and other documents necessary to finalize and close the Issue

18. Coordinate working group sessions, closing, delivery of the new Issue and transfer of funds
19. Prepare a closing memorandum or transaction summary

For Services Respecting Official Statement. Piper Jaffray has not assumed responsibility for preparing or certifying as to the accuracy or completeness of any preliminary or final official statement, other than with respect to written information about Piper Jaffray as the municipal advisor if provided by Piper Jaffray in writing for inclusion in such documents.

II. Limitations on Scope of Services. In order to clarify the extent of our relationship, Piper Jaffray is required under MSRB Rule G-42¹ to describe any limitations on the scope of the activities to be performed for you. Accordingly, the Scope of Services are subject to the following limitations:

The Scope of Services is limited solely to the services described herein and is subject to limitations set forth within the descriptions of the Scope of Services. Any duties created by this Agreement do not extend beyond the Scope of Services or to any other contract, agreement, relationship, or understanding, if any, of any nature between the Client and the Financial Services Provider.

Unless explicitly directed by you in writing, the Scope of Services does not include evaluating advice or recommendations received by you from third parties.

The Scope of Services does not include tax, legal, accounting or engineering advice with respect to any Issue or Product or in connection with any opinion or certificate rendered by counsel or any other person at closing and does not include review or advice on any feasibility study.

III. Amending Scope of Services. The Scope of Services may be changed only by written amendment or supplement. The parties agree to amend or supplement the Scope of Services promptly to reflect any material changes or additions to the Scope of Services.

IV. Compensation. Compensation is based on a fixed fee and is contingent on closing. The fixed fee for the issuance of general obligation refunding bonds in the approximate par amount of \$4,430,000 shall be \$17,500. The fixed fee for the issuance of refunding certificates of participation in the approximate par amount of \$18,940,000 shall be \$60,000. Compensation is payable in immediately available funds at closing.

V. IRMA Matters. If the Client has designated Piper Jaffray as its independent registered municipal advisor ("IRMA") for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the "IRMA exemption"), the extent of the IRMA exemption is limited to the Scope of Services and any limitations thereto. Any reference to Piper Jaffray, its personnel and its role as IRMA in the written representation of the Client contemplated under SEC Rule 15Ba1-1(d)(3)(vi)(B) is subject to prior approval by Piper Jaffray and Client agrees not to represent, publicly or to any specific person, that Piper Jaffray is Client's IRMA with respect to any aspect of municipal financial products or the issuance of municipal securities, or with respect to any specific municipal financial product or any specific issuance of municipal securities, outside the Scope of Services without Piper Jaffray's prior written consent.

VI. Piper Jaffray's Regulatory Duties When Servicing the Client. MSRB Rule G-42 requires that Piper Jaffray undertake certain inquiries or investigations of and relating to the Client in order for Piper Jaffray to fulfill certain aspects of the fiduciary duty owed to the Client. Such inquiries generally are triggered: (a) by the requirement that Piper Jaffray know the essential facts about the Client and the authority of each person acting on behalf of the Client so as to effectively service the relationship with the Client, to act in accordance with any special directions from the Client, to understand the authority of each person acting on behalf of the Client, and to comply with applicable laws, regulations and rules; (b) when Piper Jaffray undertakes a determination of suitability of any recommendation made by Piper Jaffray to the Client, if any or by others that Piper Jaffray reviews for the Client, if any; (c) when making any representations, including with regard to matters pertaining to the Client or any Issue or Product; and

¹ See MSRB Rule G-42(c)(v).

(d) when providing any information in connection with the preparation of the preliminary or final official statement, including information about the Client, its financial condition, its operational status and its municipal securities or municipal financial products. Specifically, Client agrees to provide to Piper Jaffray any documents on which the Client has relied in connection with any certification it may make with respect to the accuracy and completeness of any Official Statement for the Issue.

Client agrees to cooperate, and to cause its agents to cooperate, with Piper Jaffray in carrying out these duties to inquire or investigate, including providing to Piper Jaffray accurate and complete information and reasonable access to relevant documents, other information and personnel needed to fulfill such duties.

In addition, the Client agrees that, to the extent the Client seeks to have Piper Jaffray provide advice with regard to any recommendation made by a third party, the Client will provide to Piper Jaffray written direction to do so as well as any information it has received from such third party relating to its recommendation.

VII. Expenses. Piper Jaffray will be responsible for all of Piper Jaffray's out-of-pocket expenses unless otherwise agreed upon or if out-of-state travel is directed by Client. If out-of-state travel is directed by the Client, Client will reimburse Piper Jaffray for their expenses. Client will be responsible for the payment of all fees and expenses commonly known as costs of issuance, including but not limited to: publication expenses, local legal counsel, bond counsel, ratings, credit enhancement, travel associated with securing any rating or credit enhancement, printing of bonds, printing and distribution of required disclosure documents, trustee fees, paying agent fees, CUSIP registration, and the like.

VIII. Term of Agreement. The term of this Agreement shall begin on the Effective Date and ends, unless earlier terminated as provided below, on the closing of the bond transactions.

This Agreement may be terminated with or without cause by either party upon the giving of at least thirty (30) days prior written notice to the other party of its intention to terminate, specifying in such notice the effective date of such termination. All fees due to Piper Jaffray shall be due and payable upon termination. Upon termination, the obligations of Piper Jaffray under this Agreement, including any amendment shall terminate immediately and Piper Jaffray shall thereafter have no continuing fiduciary or other duties to the Client. The provisions of Sections IV, VII, XII, XIV, XV and XVII shall survive termination of this Agreement.

IX. Independent Contractor. The Financial Services Provider is an independent contractor and nothing herein contained shall constitute or designate the Financial Services Provider or any of its employees or agents as employees or agents of the Client.

X. Entire Agreement/Amendments. This Agreement, including any amendments and Appendices hereto which are expressly incorporated herein, constitute the entire Agreement between the parties hereto and sets forth the rights, duties, and obligations of each to the other as of this date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified except by a writing executed by both the Financial Services Provider and Client.

XI. Required Disclosures. MSRB Rule G-42 requires that Piper Jaffray provide you with disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history. Such disclosures are provided in Piper Jaffray's Disclosure Statement attached as Appendix A to this Agreement.

XII. Limitation of Liability. In the absence of willful misconduct, bad faith, gross negligence or reckless disregard of obligations or duties hereunder on the part of Piper Jaffray or any of its associated persons, Piper Jaffray and its associated persons shall have no liability to the Client for any act or omission in the course of, or connected with, rendering services hereunder, or for any error of judgment or mistake of law, or for any loss arising out of any issuance of municipal securities, any municipal financial product or any other investment, or for any financial or other damages resulting from the Client's

election to act or not to act, as the case may be, contrary to any advice or recommendation provided by Piper Jaffray to the Client. No recourse shall be had against Piper Jaffray for loss, damage, liability, cost or expense (whether direct, indirect or consequential) of the Client arising out of or in defending, prosecuting, negotiating or responding to any inquiry, questionnaire, audit, suit, action, or other proceeding brought or received from the Internal Revenue Service in connection with any Issue or Product, if any or otherwise relating to the tax treatment of any Issue or Product if any, or in connection with any opinion or certificate rendered by counsel or any other party. Notwithstanding the foregoing, nothing contained in this paragraph or elsewhere in this Agreement shall constitute a waiver by Client of any of its legal rights under applicable U.S. federal securities laws or any other laws whose applicability is not permitted to be contractually waived, nor shall it constitute a waiver or diminution of Piper Jaffray's fiduciary duty to Client under Section 15B(c)(1), if applicable, of the Securities Exchange Act of 1934, as amended, and the rules thereunder.

XIII. Indemnification. Unless prohibited by law, the Client hereby indemnifies and holds harmless the Financial Services Provider, each individual, corporation, partnership, trust, association or other entity controlling the Financial Services Provider, any affiliate of the Financial Services Provider or any such controlling entity and their respective directors, officers, employees, partners, incorporators, shareholders, trustees and agents (hereinafter the "Indemnitees") against any and all liabilities, penalties, suits, causes of action, losses, damages, claims, costs and expenses (including, without limitation, fees and disbursements of counsel) or judgments of whatever kind or nature (each a "Claim"), imposed upon, incurred by or asserted against the Indemnitees arising out of or based upon (i) any allegation that any information in the Preliminary Official Statement or Final Official Statement contained (as of any relevant time) an untrue statement of a material fact or omitted (as of any relevant time) or omits to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

XIV. Official Statement. The Client acknowledges and understands that state and federal laws relating to disclosure in connection with municipal securities, including but not limited to the Securities Act of 1933 and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, may apply to the Client and that the failure of the Financial Services Provider to advise the Client respecting these laws shall not constitute a breach by the Financial Services Provider or any of its duties and responsibilities under this Agreement. The Client acknowledges that any Official Statement distributed in connection with an issuance of securities are statements of the Client and not of Piper Jaffray.

XV. Notices. Any written notice or communications required or permitted by this Agreement or by law to be served on, given to, or delivered to either party hereto, by the other party shall be in writing and shall be deemed duly served, given, or delivered when personally delivered to the party to whom it is addressed or in lieu of such personal services, when deposited in the United States' mail, first-class postage prepaid, addressed to the Client at:

City of Belton
506 Main Street
P.O. Box 230
Belton, MO 64012

Shelia Ernzen, Director of Finance
816-331-4331
sernzen@belton.org

Or to the Financial Services Provider at:

Piper Jaffray & Co.
11635 Rosewood Street
Leawood, KS 66211

Todd Goffoy
Managing Director

913-345-3373
a.t.goffoy@pjc.com

With a copy to:

Piper Jaffray & Co.
Legal Department
800 Nicollet Mall, Suite 1000
Minneapolis, MN 55402

XVI. Consent to Jurisdiction; Service of Process. The parties each hereby (a) submits to the jurisdiction of any State or Federal court sitting in the State of Missouri for the resolution of any claim or dispute with respect to or arising out of or relating to this Agreement or the relationship between the parties (b) agrees that all claims with respect to such actions or proceedings may be heard and determined in such court, (c) waives the defense of an inconvenient forum, (d) agrees not to commence any action or proceeding relating to this Agreement other than in a State or Federal court sitting in the State of Missouri and (e) agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

XVII. Choice of Law. This Agreement shall be construed and given effect in accordance with the laws of the state of State of Missouri.

XVIII. Counterparts; Severability. This Agreement may be executed in two or more separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction.

XIX. Waiver of Jury Trial. THE PARTIES EACH HEREBY AGREES TO WAIVE ANY RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY CLAIM, COUNTERCLAIM OR ACTION ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THE RELATIONSHIP BETWEEN THE PARTIES. PARTIES AGREE TO WAIVE CONSEQUENTIAL AND PUNITIVE DAMAGES.

XX. No Third Party Beneficiary. This Agreement is made solely for the benefit of the parties and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer on any person, other than the parties and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

XXI. Authority. The undersigned represents and warrants that they have full legal authority to execute this Agreement on behalf of the Client. The following individual(s) at the Client have the authority to direct Piper Jaffray's performance of its activities under this Agreement:

Sheila Ernzen, Director of Finance

The following individuals at Piper Jaffray have the authority to direct Piper Jaffray's performance of its activities under this Agreement:

Todd Goffoy, Managing Director

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written. By the signature of its representative below, each party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

PIPER JAFFRAY & CO.



By: _____

Todd Goffoy

Its: Managing Director

Date: February 21, 2017

ACCEPTED AND AGREED:

CITY OF BELTON

By: _____

Sheila Ernzen

Its: Finance Director

Date: February 21, 2017

APPENDIX A – DISCLOSURE STATEMENT

Municipal Securities Rulemaking Board Rule G-42 (the Rule) requires that Piper Jaffray provide you with the following disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history. Accordingly, this Appendix A provides information regarding conflicts of interest and legal or disciplinary events of Piper Jaffray required to be disclosed to pursuant to MSRB Rule G-42(b) and (c)(ii).

(A) **Disclosures of Conflicts of Interest.** The Rule requires that Piper Jaffray provide to you disclosures relating to any actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in the Rule, if applicable. If no such material conflicts of interest are known to exist based on the exercise of reasonable diligence by us, Piper Jaffray is required to provide a written statement to that effect.

Accordingly, we make the following disclosures with respect to material conflicts of interest in connection with the Scope of Services under the Agreement, together with explanations of how we address or intend to manage or mitigate each conflict. To that end, with respect to all of the conflicts disclosed below, we mitigate such conflicts through our adherence to our fiduciary duty to you in connection with municipal advisory activities, which includes a duty of loyalty to you in performing all municipal advisory activities for the Client. This duty of loyalty obligates us to deal honestly and with the utmost good faith with you and to act in your best interests without regard to our financial or other interests. In addition, as a broker dealer with a client oriented business, our success and profitability over time is based on assuring the foundations exist of integrity and quality of service. Furthermore, Piper Jaffray's supervisory structure, utilizing our long-standing and comprehensive broker-dealer supervisory processes and practices, provides strong safeguards against individual representatives of Piper Jaffray potentially departing from their regulatory duties due to personal interests. The disclosures below describe, as applicable, any additional mitigations that may be relevant with respect to any specific conflict disclosed below.

Compensation-Based Conflicts. The fees due under the Agreement are in a fixed amount established at the outset of the Agreement. The amount is usually based upon an analysis by the Client and Piper Jaffray of, among other things, the expected duration and complexity of the transaction and the Scope of Services to be performed by Piper Jaffray. This form of compensation presents the appearance of a conflict or a potential conflict of interest because, if the transaction requires more work than originally contemplated, Piper Jaffray may suffer a loss. Thus, Piper Jaffray may have an incentive to recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. In addition, contingent-based compensation, i.e. based upon the successful delivery of the Issue while customary in the municipal securities market, may present the appearance of a conflict or the potential for a conflict because it could create an incentive for Piper Jaffray to recommend unnecessary financings or financings that are disadvantageous to the Client. This conflict of interest is mitigated by our duty of care and fiduciary duty and the general mitigations related to our duties to you, as described above.

Transactions in Client's Securities. As a municipal advisor, Piper Jaffray cannot act as an underwriter in connection with the same issue of bonds for which Piper Jaffray is acting as a municipal advisor. From time to time, Piper Jaffray or its affiliates may submit orders for and acquire your securities issued in an Issue under the Agreement from members of the underwriting syndicate, either for its own trading account or for the accounts of its customers. Again, while we do not believe that this activity creates a material conflict of interest, we note that to mitigate any perception of conflict and to fulfill Piper Jaffray's regulatory duties to the Client, Piper Jaffray's activities are engaged in on customary terms through units of Piper Jaffray that operate independently from Piper Jaffray's municipal advisory business, thereby eliminating the likelihood that such investment activities would have an impact on the services provided by Piper Jaffray to you under the Agreement.

(B) **Disclosures of Information Regarding Legal Events and Disciplinary History.** The Rule requires that all municipal advisors provide to their clients certain disclosures of legal or disciplinary events material to a client's evaluation of the municipal advisor or the integrity of the municipal advisor's

management or advisory personnel. Accordingly, Piper Jaffray sets out below required disclosures and related information in connection with such disclosures.

- I. **Material Legal or Disciplinary Event.** There are no legal or disciplinary events that are material to the Client's evaluation of Piper Jaffray or the integrity of Piper Jaffray's management or advisory personnel disclosed, or that should be disclosed, on any Form MA or Form MA-I filed with the SEC.
- II. **Most Recent Change in Legal or Disciplinary Event Disclosure.** Piper Jaffray has not made any material legal or disciplinary event disclosures on Form MA or any Form MA-I filed with the SEC.

(C) **How to Access Form MA and Form MA-I Filings.** Piper Jaffray's most recent Form MA and each most recent Form MA-I filed with the SEC are available on the SEC's EDGAR system at <http://www.sec.gov/edgar/searchedgar/companysearch.html>. The Form MA and the Form MA-I include information regarding legal events and disciplinary history about municipal advisor firms and their personnel, including information about any criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation. The SEC permits certain items of information required on Form MA or MA-I to be provided by reference to such required information already filed by Piper Jaffray in its capacity as a broker-dealer on Form BD or Form U4 or as an investment adviser on Form ADV, as applicable. Information provided by Piper Jaffray on Form BD or Form U4 is publicly accessible through reports generated by BrokerCheck at <http://brokercheck.finra.org>, and Piper Jaffray's most recent Form ADV is publicly accessible at the Investment Adviser Public Disclosure website at <http://www.adviserinfo.sec.gov>. For purposes of accessing such BrokerCheck reports or Form ADV, Piper Jaffray's CRD number is 665.

(D) **Future Supplemental Disclosures.** As required by the Rule, this Section 5 may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflicts of interest described above, or to provide updated information with regard to any legal or disciplinary events of Piper Jaffray. Piper Jaffray will provide you with any such supplement or amendment as it becomes available throughout the term of the Agreement.