



**CITY OF BELTON
CITY COUNCIL
REGULAR MEETING
TUESDAY, JANUARY 24, 2017 – 7:00 P.M.
CITY HALL ANNEX
520 MAIN STREET
AGENDA**

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

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

- A. Motion approving the minutes of the January 10, 2017, City Council Regular Meeting.

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

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- V. PERSONAL APPEARANCES

- A. Cynthia Randazzo, Cass Community Health Foundation (2316 E Meyer Blvd, KCMO) – road closed May 6, 2017, for 23rd Annual 5K Walk/Run for Health, sponsored by Belton Regional Medical Center and Cosentino’s Price Chopper.

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- B. Richard Smith, Downtown Belton Main Street, Inc (408 Main Street, Belton) – road closed for 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.

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- C. Richard Smith, Downtown Belton Main Street, Inc (408 Main Street, Belton) – road closed for Belton Fall Festival – September 8-9, 2017; 10:00 am – 10:00 pm.

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VI. ORDINANCES

- A. Motion approving 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.
- B. Motion approving 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.
- C. Motion approving 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.
- D. Motion approving 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.
- E. Motion approving 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.
- F. Motion approving 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.

- G. Motion approving both readings of 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.

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- H. Motion approving both readings of 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.

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- I. Motion approving first 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.

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

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

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- XIII. Motion to enter Executive Session to discuss matters pertaining to Legal Actions, according to Missouri Statute 610.021.1, and that the record be closed.
- XIV. ADJOURN

SECTION IV

A

**MINUTES OF THE
BELTON CITY COUNCIL
PUBLIC HEARING AND REGULAR MEETING
JANUARY 10, 2017
CITY HALL ANNEX
520 MAIN STREET
BELTON, MISSOURI**

Mayor Davis called the public hearing to order at 7:00 P.M.

The public hearing was held to receive public input on the proposed Code of Ordinances code revision to Chapter 1 – penalty section; Chapter 8 – definitions and court costs; and Chapter 14 – public nuisances and notice requirements.

Being no public input, the public hearing was declared closed at 7:01 P.M.

Mayor Davis called the regular meeting to order at 7:02 P.M.

Councilman Newell led the Pledge of Allegiance to the Flag.

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

CONSENT AGENDA:

Councilman Lathrop moved to approve the minutes of the December 13, 2016, City Council regular meeting; December 20, 2016, City Council Special Meeting; and January 3, 2017, City Council Special Meeting. Councilman Trutzel seconded. All present voted in favor. Councilman Savage absent. Consent agenda approved.

PERSONAL APPEARANCES:

Danny Chevalier - 3405 E 185th Place, Belton – appeared before the Council to request that the Council reconsider the farm lease that he currently has in place for the property on the air base. He said he was not able to make it to the November 22, 2016 meeting but feels he needs to make an effort. He sent emails to the Council addressing his concerns. He talked about the statistics of the average rents in the county on farm property; the condition the property was found in; and feels like he went overboard for the clean-up of the farm land stating there was excessive cleanup and wash-outs and he built small terraces. He spent more efforts than what was asked. Brad Foster, former Assistant City Manager, signed off on some paperwork and there was a waterline and mulch trail and said he would waive the losses. This is the last year of cropping and the last year of the program from USDA. He is going back into home building. He said this is the last time he will ask for any farm lease from the city. Councilman Finn said to Mr. Chevalier, you did a significant amount of work and are usually guaranteed a time slot and it was three years is that correct? Mr. Chevalier said yes, but the more I got into it the more that I found – saplings, trash

and debris. He said he asked for an extension and went into the USDA program and it was part of the program. The property doesn't grow much of anything. You could see holes where the top soil was used for city projects. Councilman Peek said the lease is not the issue; it is the amount you are paying to farm the land. She said she understands he has done a lot of work. You knew you were going to have to put time and money into it but you have to look past that. The City is due more money per acreage and that is her concern. You are making money, but she feels the City is not. Councilman Lathrop asked why he doesn't want to bid on the property. Mr. Chevalier said the property only produces \$3,000-4,000 a year. If I bid what the city wants I'd be tearing up my equipment. He would like a one year extension. Councilman Lathrop read from the lease that the lessee accepts the property in the condition it is in. Councilman Lathrop said he doesn't understand why Mr. Chevalier feels like the City owes him something - you did more than the City wanted you to do. Mr. Chevalier admitted it's his fault - he signed the lease. Mayor Davis said the City wants the area cleaned up as we are marketing that property. Crops are a benefit for us to market the property. He said he can't argue the price, it is the final year of the lease and there is a chance of doing something with the property in the near future. Councilman VanWinkle said looking ahead are there concerns? Megan McGuire, City Attorney, said right now the City has a request for proposal on the property that closes on January 18. If the Council wants to make a motion to reconsider to extend a lease then the Council is going to have to preempt those bids so the bids will end. The other option is to wait until the end of the bidding project and the Council can reserve right to preempt the bids. Councilman Trutzel said the bidding is for one year. Mr. Chevalier said it takes farmers years to build soils up. Ms. McGuire said she can't tell from the lease if it a one year or three year lease. Councilman Lathrop said he feels the City should wait until after the bids come in and if it is more than a one year lease we should not do it. Ms. McGuire said she wanted to make it clear and encourage Mr. Chevalier to bid on the farm lease. There is no doubt that if you have an interest in it then you need to submit a bid. Councilman Fletcher said it is very favorable for the City to have crop on the property and there is a 30 day out clause in the lease. Hopefully, any potential bidders have read the contract. Ms. McGuire said she doesn't want there to be any misunderstanding - if Mr. Chevalier doesn't submit a bid then the City would be awarding it to someone else. If the Council decides to waive all bids and go with his bid he can't rely on that without bidding.

ORDINANCES:

Councilman Trutzel moved to postpone the final reading of Bill No. 2016-130 until January 24, 2017: **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.** Councilman Lathrop seconded. All present voted in favor of a motion to postpone Bill No. 2016-130 until January 24, 2017. Councilman Savage absent. Motion to postpone carried.

Patti Ledford, City Clerk, gave the final reading of Bill No. 2016-131: **AN ORDINANCE OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING A DEMOLITION SERVICE AGREEMENT WITH DOUBLED D INC., D/B/A DALE BROTHERS FOR THE MARKEY BUSINESS PARK-DEMOLITION PROJECT IN**

THE NOT-TO-EXCEED AMOUNT OF \$38,000.00. Presented by Councilman Newell, 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. 2016-131 was declared passed and in full force and effect as Ordinance No. 2017-4298, subject to Mayoral veto.

Ms. Ledford read 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 Peek, seconded by Councilman Lathrop. Vote on the first reading was recorded with all present voting in favor. Councilman Savage absent. First reading passed.

Ms. Ledford read Bill No. 2017-02: **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 Councilman Peek. Vote on the first reading was recorded with all present voting in favor. Councilman Savage absent. First reading passed.

Ms. Ledford read Bill No. 2017-03: **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 Peek, seconded by Councilman Newell. Vote on the first reading was recorded with all present voting in favor. Councilman Savage absent. First reading passed.

Ms. Ledford read Bill No. 2017-04: **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 Finn, seconded by Councilman Peek. Vote on the first reading was recorded with all present voting in favor. Councilman Savage absent. First reading passed.

Ms. Ledford read Bill No. 2017-05: **AN ORDINANCE AUTHORIZING THE CITY OF BELTON, MISSOURI TO APPROVE THE CLINICAL AGREEMENT WITH CASS CAREER AND TECHNICAL CENTER TO PROVIDE A CLINICAL LEARNING EXPERIENCE IN THE EMT PROGRAM.** Presented by Councilman Lathrop, seconded by Councilman Peek. Vote on the first reading was recorded with all present voting in favor. Councilman Savage absent. **Councilman Newell moved to hear the final reading.** Councilman Trutzel seconded. All present voted in favor. Councilman Savage absent. The final reading was read. Presented by Councilman Peek, seconded by Councilman Lathrop. The Council was polled and the following vote recorded; Ayes: 8, Mayor Davis, Councilmen Peek, Newell, Finn, Fletcher, Lathrop, Trutzel, and VanWinkle; Noes: None; Absent: 1, Councilman Savage. Bill No. 2017-05 was declared passed and in full force and effect as Ordinance No. 2017-4299, subject to Mayoral veto.

Ms. Ledford read 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. Councilman Trutzel asked with these cameras can you identify a face and can they do facial recognition. Police Chief James Person said they are digital and will be able to identify people. They are fine-tuned and a higher grade. He said they don't have the program for facial recognition. These will replace the remaining analog cameras. Vote on the first reading was recorded with all present voting in favor. Councilman Savage absent. First reading passed.

Ms. Ledford read Bill No. 2017-07: **AN ORDINANCE AUTHORIZING THE CITY OF BELTON, MISSOURI THROUGH ITS POLICE DEPARTMENT TO RENEW A MAINTENANCE AND SUPPORT AGREEMENT WITH KENTON BROTHERS LOCKSMITHS, INC. FOR THE BUILDING VIDEO SECURITY SYSTEM.** Presented by Councilman Lathrop, seconded by Councilman Newell. Police Chief James Person requested both readings because the current agreement will run out before the next regular meeting. Vote on the first reading was recorded with all present voting in favor. Councilman Savage absent. **Councilman Newell moved to hear the final reading.** Councilman Peek seconded. All present voted in favor. Councilman Savage absent. The final reading was read. Presented by Councilman Peek, seconded by Councilman Finn. The Council was polled and the following vote recorded: Ayes: 8, Councilmen Finn, Trutzel, Lathrop, Newell, Fletcher, VanWinkle, Peek, and Mayor Davis; Noes: None; Absent: 1, Councilman Savage. Bill No. 2017-07 was declared passed and in full force and effect as Ordinance No. 2017-4300, subject to Mayoral veto.

RESOLUTIONS:

Ms. Ledford read Resolution R2017-01: **A RESOLUTION OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING CHANGE ORDER 1 TO THE DEMOLITION SERVICE AGREEMENT WITH DOUBLED D. INC., DBA DALE BROTHERS FOR THE STP 3322(409) 155TH STREET IMPROVEMENTS – RESIDENTIAL DEMOLITION PROJECT IN THE AMOUNT OF \$7,979.40.** Presented by Councilman Lathrop, seconded by Councilman Newell. Councilman Lathrop said the City of Grandview will be picking up the tab of \$7979.40. Vote on the resolution was recorded with all present voting in favor. Councilman Savage absent. Resolution passed.

Ms. Ledford read Resolution R2017-02: **A RESOLUTION AUTHORIZING THE CITY COUNCIL OF BELTON, MISSOURI TO APPOINT GEORGE GRAY AND JANNA DILLON TO SERVE ON THE BELTON TREE BOARD.** Presented by Councilman Trutzel, seconded by Councilman Finn. Vote on the resolution was recorded with all present voting in favor. Councilman Savage absent. Resolution passed.

CITY COUNCIL LIAISON REPORTS:

Councilman Peek, Park Board liaison, reported the Park Board approved and submitted their FY18 budget last week. High Blue Wellness Center is very busy. Shane DeWald, Park Director, is present if the Council has questions.

The Tree Board will meet this week on Thursday, January 12, 4:30 P.M. at the Maintenance Building.

MAYOR'S COMMUNICATIONS:

The Chamber luncheon was today. The Polar Plunge was discussed and Mayor Pro Tem Fletcher volunteered to plunge on January 28. The event is from noon-7:00 P.M. at Longview Lake.

Mayor Davis said he attended the Inauguration of Governor Greitens. It was a wonderful experience - very military like. The Stealth bomber flew over the capitol. It was very patriotic and spiritual.

Mayor Pro Tem Fletcher said the Mayor invited him downtown for the Standup for Violence event put on by TV41 and Kansas City to get the message out to say no to violence, bullying and discrimination. He and the mayor were on TV. We appreciated the opportunity – it was very meaningful. The message was kind KC - standup up to violence.

CITY MANAGER'S REPORT:

Sheila Ernzen, Finance Director, distributed to the Council detailed sales tax reports from 2014 - 2017 and explained how she arrives at the sales tax projections for the budget. She also touched on the TIF sales tax allocation. There was some questions and discussion.

OTHER BUSINESS:

Mayor Davis asked the Council to distribute City pins to the boy scouts present at the meeting.

Fire Chief Norman Larkey said Battalion Chief Randy Bechtel retired today after 33 years with the City. To show how much the city has grown, Chief Bechtel began as a volunteer firefighter and is the last of the volunteers that started with the city to retire. Mayor Davis said the reception was well received. The Fire Department did a good job honoring Chief Bechtel - great presentation and great job.

At 8:11 P.M., Councilman VanWinkle 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 Peek 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 9:02 P.M. Being no further business, Councilman Lathrop moved to adjourn. Councilman Finn seconded. All present voted in favor. Councilman Savage absent. Meeting adjourned.

Patti Ledford, City Clerk


Jeff Davis, Mayor

SECTION IV

B

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

COURT DATES: 12/7/16; 12/14/16; 12/21/16; 12/28/16



MUNICIPAL JUDGE **1/3/17**
DATE

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

CITY CLERK **DATE**



Payment Plan Reports - *Collected*

Belton

Tuesday, January 3, 2017 12:26 PM

Payment Detail Listing From 12/01/2016 - 12/31/2016

PP#	Defendant Name	Trans. Date	Trans. Number	Receipt #	Citation#-Viol.	Amount Paid
PP000012	SULLIVAN, BETTY JANE	12/09/2016	420307	R00034673	121162617-1	\$10.00
PP000012 Totals:						\$10.00
PP0000285	DAVIS, STELLA M	12/30/2016	421288	R00034978	140789814-1	\$35.00
PP0000285 Totals:						\$35.00
PP0000380	SPITLER, LINDA LEE	12/28/2016	421134	R00034936	140789425-1	\$30.00
		12/28/2016	421134	R00034936	140789117-1	\$15.00
PP0000380 Totals:						\$45.00
PP0000431	BREITWEISER, ANGELIC MARIE	12/19/2016	420817	R00034841	121165493-1	\$20.00
PP0000431 Totals:						\$20.00
PP0000654	CAIN, JAMISON MATTHEW	12/05/2016	419971	R00034538	101900190-1	\$100.00
PP0000654 Totals:						\$100.00
PP0000679	KATES, SHAWNA R	12/12/2016	420397	R00034682	140794096-1	\$50.00
PP0000679 Totals:						\$50.00
PP0000704	FRIEND, JUSTIN TYLER	12/07/2016	420078	R00034584	140795638-1	\$160.00
PP0000704 Totals:						\$160.00
PP0000737	MCCOY, GAGE ALLAN	12/24/2016	420970	R00034885	140791744-1	\$40.00
PP0000737 Totals:						\$40.00
PP0000738	KEITH, CYNTHIA DENISE	12/05/2016	419891	R00034510	121165022-1	\$25.00
PP0000738 Totals:						\$25.00
PP0000765	JANUARY, DAVID SHANE	12/13/2016	420458	R00034729	140792123-1	\$25.00
PP0000765 Totals:						\$25.00
PP0000780	ECHOLS, CHARLES O'NEAL	12/30/2016	421252	R00034955	140790321-1	\$113.00
		12/30/2016	421252	R00034955	140790319-1	\$75.00
PP0000780 Totals:						\$188.00
PP0000783	JACKSON, AQUEELAH	12/26/2016	420973	R00034886	140796155-1	\$23.50
PP0000783 Totals:						\$23.50
PP0000801	NEWKIRK, JOSHUA LEE	12/28/2016	421156	R00034939	140795613-1	\$20.00
PP0000801 Totals:						\$20.00
PP0000876	RESENDIZ-MARQUEZ, JOSE LUIS	12/29/2016	421191	R00034941	140797834-1	\$40.00
PP0000876 Totals:						\$40.00
PP0000892	ELLIOTT, JESSE DEAN	12/02/2016	419787	R00034486	140801160-1	\$100.00
PP0000892 Totals:						\$100.00
PP0000926	JONES, TAJALA RENA	12/09/2016	420314	R00034678	140796435-1	\$50.00
PP0000926 Totals:						\$50.00
PP0000927	WILLIAMS, DEANA SHA-RON	12/27/2016	421049	R00034908	140790865-1	\$25.00
PP0000927 Totals:						\$25.00
PP0000931	SIMS, MONTEL CORWON	12/14/2016	420644	R00034779	140791405-1	\$96.00
		12/14/2016	420644	R00034779	140791406-1	\$29.00
PP0000931 Totals:						\$125.00
PP0000947	GOLDSTON, GENE LAMONT	12/30/2016	421261	R00034961	140799791-1	\$25.00
PP0000947 Totals:						\$25.00
PP0000954	STALLINGS, DARRIN M	12/28/2016	421080	R00034916	140799150-1	\$65.00
PP0000954 Totals:						\$65.00
PP0000955	BOWIE, JOSHUA RYAN	12/29/2016	421227	R00034948	140799580-1	\$43.00
		12/29/2016	421227	R00034948	140799581-1	\$107.00
PP0000955 Totals:						\$150.00
PP0000956	BROWN, JACLYN MAE	12/01/2016	419753	R00034468	140801036-1	\$25.00

* Indicates an overpayment was made on the Payment Plan

PP0000956	BROWN, JACLYN MAE	12/30/2016	421278	R00034968	140801036-1	\$25.00
PP0000956 Totals:						\$50.00
PP0000958	DIPASQUALE, NATHANAEL CLAY	12/08/2016	420207	R00034645	140789495-1	\$50.00
PP0000958 Totals:						\$50.00
PP0000962	DOYLE, PATRICK JOSEPH	12/21/2016	420905	R00034872	140794802-1	\$200.00
PP0000962 Totals:						\$200.00
PP0000964	POWELL, RANDEE LASHAWN	12/02/2016	419795	R00034491	140799391-1	\$50.00
PP0000964 Totals:						\$50.00
PP0000968	CONNELY, RICHARD STEPHEN	12/30/2016	421250	R00034953	140799130-1	\$25.00
PP0000968 Totals:						\$25.00
PP0000973	BROWN, KESHA RENEE	12/06/2016	420021	R00034564	140791426-1	\$10.00
PP0000973 Totals:						\$10.00
PP0000987	HARRIS, GERALD RAYMOND II	12/16/2016	420736	R00034802	070758287-1	\$17.50
		12/16/2016	420736	R00034802	070758289-1	\$29.50
		12/16/2016	420736	R00034802	070758288-1	\$29.50
		12/16/2016	420736	R00034802	070758265-1	\$129.50
		12/16/2016	420736	R00034802	070758279-1	\$29.50
PP0000987 Totals:						\$235.50
PP0000988	WEGNER, DUSTIN DEAN	12/05/2016	419927	R00034530	140797300-1	\$45.00
		12/14/2016	420460	R00034731	140797300-1	\$68.00
PP0000988 Totals:						\$113.00
PP0000991	HAMILTON, LAQUITA RANEE	12/07/2016	420091	R00034608	140802329-1	\$20.00
PP0000991 Totals:						\$20.00
PP0000994	BANKS, MYLES LELAND ALEXANDER	12/07/2016	420072	R00034582	140798661-1	\$113.00
		12/07/2016	420072	R00034582	140798662-1	\$225.00
		12/07/2016	420072	R00034582	140795868-1	\$113.00
		12/07/2016	420072	R00034582	140795869-1	\$125.00
PP0000994 Totals:						\$576.00
PP0001003	WASHINGTON, SYLVESTER B	12/06/2016	420026	R00034569	140800067-1	\$30.00
		12/30/2016	421287	R00034977	140800067-1	\$30.00
PP0001003 Totals:						\$60.00
PP0001004	GONZALEZ-RAMIREZ, KANDA K	12/15/2016	420717	R00034787	140801086-1	\$50.00
PP0001004 Totals:						\$50.00
PP0001011	HARP, ANNE FAITH	12/02/2016	419809	R00034504	140796500-1	\$40.00
PP0001011 Totals:						\$40.00
PP0001019	RUSSELL, THOMAS MICHAEL EARL	12/16/2016	420742	R00034808	140797317-1	\$50.00
PP0001019 Totals:						\$50.00
PP0001023	EVERETT, JOSEPH DALTON	12/22/2016	420947	R00034880	140796484-1	\$10.00
PP0001023 Totals:						\$10.00
PP0001024	JOHNSON, BRIAN KEITH	12/16/2016	420734	R00034800	140796307-1	\$10.00
PP0001024 Totals:						\$10.00
PP0001033	SMITH, JOSEPH R	12/06/2016	419996	R00034546	140798354-1	\$33.00
		12/06/2016	419996	R00034546	140798353-1	\$127.00
* PP0001033 Totals:						\$160.00
PP0001040	HAYES, AMANDA BETH	12/20/2016	420860	R00034845	140798636-1	\$20.00
PP0001040 Totals:						\$20.00
PP0001043	PAARMAN, GREG E	12/05/2016	419892	R00034511	140799615-1	\$7.00
		12/05/2016	419892	R00034511	140799616-1	\$33.00
PP0001043 Totals:						\$40.00
PP0001047	JAIMES, DANIEL VERA	12/02/2016	419803	R00034497	140798124-1	\$30.00
PP0001047 Totals:						\$30.00
PP0001050	RHODES, BRITTANY NICOLE	12/02/2016	419798	R00034493	140799916-1	\$38.00
PP0001050 Totals:						\$38.00
PP0001065	HASSELL, RITA JEAN	12/13/2016	420459	R00034730	140800630-1	\$30.00
PP0001065 Totals:						\$30.00
PP0001067	BEAVERS, REED EDWARD	12/29/2016	421195	R00034944	101904193F-1	\$30.00
PP0001067 Totals:						\$30.00

* Indicates an overpayment was made on the Payment Plan

PP0001077	CANTU, CHRISTOPHER ALEXANDER	12/10/2016	420315	R00034679	140799348-1	\$40.00
PP0001077 Totals:						\$40.00
PP0001085	THOMAS, DEVON SCOTT	12/02/2016	419799	R00034494	140798760-1	\$44.00
PP0001085 Totals:						\$44.00
PP0001089	HANTAK, KATE E	12/21/2016	420882	R00034853	140795996-1	\$55.00
PP0001089 Totals:						\$55.00
PP0001106	PHILLIPS, ROBERTA L	12/05/2016	419909	R00034516	140799975-1	\$25.00
PP0001106 Totals:						\$25.00
PP0001107	MORASCH, TAEOR JVONN	12/28/2016	421117	R00034933	140799268-1	\$150.00
PP0001107 Totals:						\$150.00
PP0001112	SMITH, APRIL KAITLYN	12/02/2016	419796	R00034492	140802191-1	\$75.00
PP0001112 Totals:						\$75.00
PP0001117	GREEN, KARON D	12/22/2016	420956	R00034882	140798458-1	\$40.00
PP0001117 Totals:						\$40.00
PP0001121	HUTCHISON, TANNA LOUISE	12/19/2016	420799	R00034832	140802054-1	\$25.00
PP0001121 Totals:						\$25.00
PP0001122	ESPINOZA-HARWOOD, TERRI L	12/02/2016	419762	R00034477	140790544-1	\$20.00
PP0001122 Totals:						\$20.00
PP0001131	TAYLOR, VICTOR E JR	12/09/2016	420288	R00034653	140799997-1	\$26.00
		12/09/2016	420288	R00034653	140799998-1	\$24.00
PP0001131 Totals:						\$50.00
PP0001138	JONES, LAWRENCE E JR	12/21/2016	420884	R00034855	140796316-1	\$99.00
PP0001138 Totals:						\$99.00
PP0001142	ROGERS, ANTHONY WAYNE JR	12/02/2016	419788	R00034487	140795144-1	\$59.00
		12/02/2016	419788	R00034487	140795140-1	\$41.00
PP0001142 Totals:						\$100.00
PP0001143	YARBER, DAVID ANDREW	12/12/2016	420424	R00034708	140801285-1	\$60.00
PP0001143 Totals:						\$60.00
PP0001144	DOLL, ASHLEY CHRISTINE	12/30/2016	421308	R00034992	140802366-1	\$225.00
PP0001144 Totals:						\$225.00
PP0001148	BRUCKER, SHAWN RYAN	12/29/2016	421211	R00034945	140797497-1	\$93.00
* PP0001148 Totals:						\$93.00
PP0001150	WINER, DUSTIN JAMES	12/12/2016	420400	R00034685	140802162-1	\$25.00
PP0001150 Totals:						\$25.00
PP0001155	KING, ANGELA M	12/02/2016	419781	R00034480	140802427-1	\$12.00
		12/02/2016	419781	R00034480	140802697-1	\$38.00
		12/16/2016	420732	R00034793	140802427-1	\$50.00
		12/30/2016	421253	R00034956	140802427-1	\$51.00
* PP0001155 Totals:						\$151.00
PP0001156	WYRICK, TRAVIS JOE	12/28/2016	421103	R00034925	140797397-1	\$25.00
		12/28/2016	421103	R00034925	140797396-1	\$25.00
PP0001156 Totals:						\$50.00
PP0001162	HARRIS-WILLIAMS, LISA MICHELLE	12/13/2016	420453	R00034724	140801184-1	\$37.00
PP0001162 Totals:						\$37.00
PP0001167	MULLER, MICHAEL SCOTT	12/01/2016	419749	R00034464	140799094-1	\$100.00
PP0001167 Totals:						\$100.00
PP0001178	TOLBERT, LEAH BRISHAY	12/21/2016	420897	R00034871	140799557-1	\$25.00
PP0001178 Totals:						\$25.00
PP0001179	EDWARDS, JONATHAN	12/01/2016	419755	R00034470	140798335-1	\$50.00
PP0001179 Totals:						\$50.00
PP0001185	EVANS, CHERRELL LEA	12/30/2016	421251	R00034954	140803152-1	\$43.00
PP0001185 Totals:						\$43.00
PP0001189	GENTRY, BARBARA LYNN	12/26/2016	420974	R00034887	140802666-1	\$52.50
PP0001189 Totals:						\$52.50
PP0001190	HOUSTON, TIERRA N	12/28/2016	421085	R00034921	140798730-1	\$100.00
* PP0001190 Totals:						\$100.00

* Indicates an overpayment was made on the Payment Plan

PP0001194	ARNOLD, AMANDA DAWN	12/05/2016	419973	R00034540	140802679-1	\$50.00
PP0001194 Totals:						\$50.00
PP0001200	MADDIX, BRITLEY ELAINE	12/02/2016	419763	R00034478	140802232-1	\$69.00
		12/02/2016	419763	R00034478	140802231-1	\$31.00
PP0001200 Totals:						\$100.00
PP0001202	BARNES, ANGEL ROSHALLE	12/30/2016	421254	R00034958	140801272-1	\$100.00
PP0001202 Totals:						\$100.00
PP0001208	GLORIA, KYLE LEE JR	12/07/2016	420153	R00034624	140797488-1	\$113.00
* PP0001208 Totals:						\$113.00
PP0001211	SHOEMAKER, BREANNA NICHOLE	12/12/2016	420442	R00034721	140802519-1	\$50.00
PP0001211 Totals:						\$50.00
PP0001213	MCCRACKIN, RILEY SETH	12/05/2016	419924	R00034528	140802808-1	\$50.00
		12/30/2016	421293	R00034983	140802808-1	\$100.00
* PP0001213 Totals:						\$150.00
PP0001215	JUAREZ-HERNANDEZ, NALLELY	12/19/2016	420816	R00034840	140802738-1	\$23.00
		12/19/2016	420816	R00034840	140802737-1	\$27.00
PP0001215 Totals:						\$50.00
PP0001217	GOUDEAU, MORGAN	12/01/2016	419751	R00034466	140793670-1	\$75.00
PP0001217 Totals:						\$75.00
PP0001226	GOODS, ASHLEY KATRICE	12/02/2016	419784	R00034483	140798810-1	\$20.00
		12/22/2016	420913	R00034876	140798810-1	\$93.00
PP0001226 Totals:						\$113.00
PP0001227	SARTAIN, SHEENA KRISTIN	12/06/2016	420007	R00034552	140801164-1	\$50.00
PP0001227 Totals:						\$50.00
PP0001240	GOUCHER, TREVOR ALLEN	12/19/2016	420789	R00034816	140798659-1	\$112.00
PP0001240 Totals:						\$112.00
PP0001241	BRUBECK, JASON MARIO	12/19/2016	420800	R00034833	140802055-1	\$25.00
PP0001241 Totals:						\$25.00
PP0001242	MILLS, GREGORY SCOTT	12/07/2016	420178	R00034636	140805057-1	\$50.00
PP0001242 Totals:						\$50.00
PP0001244	CORNWELL, MATTHEW TODD	12/02/2016	419786	R00034485	140800574-1	\$40.00
PP0001244 Totals:						\$40.00
PP0001246	BREIG, DAMIAN HUNTER	12/02/2016	419761	R00034476	140804111-1	\$50.00
		12/16/2016	420739	R00034805	140804111-1	\$50.00
PP0001246 Totals:						\$100.00
PP0001253	HIBLER, JENNIFER MARIE	12/09/2016	420298	R00034672	140802799-1	\$100.00
PP0001253 Totals:						\$100.00
PP0001255	SHARP, TODD FRANCIS	12/02/2016	419790	R00034489	140798873-1	\$50.00
PP0001255 Totals:						\$50.00
PP0001259	SMILEY, DAYLA BRESHASHANCE	12/01/2016	419756	R00034471	140804149-1	\$150.00
* PP0001259 Totals:						\$150.00
PP0001260	CARTER, ARETHA R	12/07/2016	420090	R00034606	140795201-1	\$33.00
		12/21/2016	420896	R00034870	140795201-1	\$33.00
PP0001260 Totals:						\$66.00
PP0001262	RICHARDSON, RAYMOND BRET	12/15/2016	420718	R00034788	140804184-1	\$50.00
PP0001262 Totals:						\$50.00
PP0001263	MCCORMICK, CELIA	12/23/2016	420962	R00034884	140795192-1	\$52.25
PP0001263 Totals:						\$52.25
PP0001264	ESKRIDGE, ANTHONY	12/19/2016	420790	R00034817	140794888-1	\$30.00
PP0001264 Totals:						\$30.00
PP0001265	SELF, ROY VAN ALEN	12/02/2016	419782	R00034481	140802721-1	\$50.00
		12/16/2016	420731	R00034792	140802721-1	\$50.00
		12/30/2016	421255	R00034957	140802721-1	\$25.00
PP0001265 Totals:						\$125.00
PP0001266	HOWARD, KASSIE JUNE	12/29/2016	421226	R00034947	140795099-1	\$44.00
PP0001266 Totals:						\$44.00

* Indicates an overpayment was made on the Payment Plan

PP0001276	BETZ-BRYANT, PARRISH T	12/28/2016	421095	R00034923	140804216-1	\$50.00
PP0001276 Totals:						\$50.00
PP0001278	JONES, DAKOTA JONES	12/02/2016	419789	R00034488	140800842-1	\$50.00
PP0001278 Totals:						\$50.00
PP0001279	RIDGE, JOHNATHAN ALLEN	12/29/2016	421224	R00034946	140798702-1	\$150.00
PP0001279 Totals:						\$150.00
PP0001283	MADRIGAL, AUGUSTINE M	12/20/2016	420867	R00034850	140802839-1	\$113.00
		12/20/2016	420867	R00034850	140802838-1	\$113.00
PP0001283 Totals:						\$226.00
PP0001285	JONES, PATRICK C	12/05/2016	419972	R00034539	140802614-1	\$50.00
		12/30/2016	421265	R00034965	140802614-1	\$63.00
PP0001285 Totals:						\$113.00
PP0001287	MCDUGAL, HEATHER MAREE	12/01/2016	419760	R00034475	140801411-1	\$20.00
PP0001287 Totals:						\$20.00
PP0001290	STEIN, STEPHEN ANTHONY	12/19/2016	420798	R00034831	140802683-1	\$95.00
		12/19/2016	420798	R00034831	140802684-1	\$125.00
* PP0001290 Totals:						\$220.00
PP0001295	SIMPSON, BYRON KEITH	12/29/2016	421192	R00034942	140800799-1	\$63.00
PP0001295 Totals:						\$63.00
PP0001298	BISBEE, CAMRON JAMES	12/15/2016	420721	R00034789	140795107-1	\$129.50
* PP0001298 Totals:						\$129.50
PP0001299	ZUBER, JENNIFER S	12/02/2016	419829	R00034507	140795197-1	\$65.00
PP0001299 Totals:						\$65.00
PP0001301	MAYS, AMANDA L	12/02/2016	419801	R00034495	140802828-1	\$10.00
		12/09/2016	420312	R00034677	140802828-1	\$10.00
		12/14/2016	420595	R00034769	140802828-1	\$10.00
		12/16/2016	420741	R00034807	140802828-1	\$10.00
PP0001301 Totals:						\$40.00
PP0001305	TEESLINK, KAYLA MARIE	12/09/2016	420285	R00034652	140800882-1	\$113.00
PP0001305 Totals:						\$113.00
PP0001313	RICE, GLORIA MAE	12/30/2016	421263	R00034963	140792964-1	\$113.00
PP0001313 Totals:						\$113.00
PP0001315	THURSTON, JOHN EVERET JOSEPH	12/19/2016	420815	R00034839	140799090-1	\$100.00
		12/27/2016	421048	R00034907	140799090-1	\$20.00
		12/27/2016	421048	R00034907	140799091-1	\$80.00
PP0001315 Totals:						\$200.00
PP0001316	ARNOLD, OLIVIA SIMONE	12/09/2016	420295	R00034670	140800885-1	\$10.00
		12/09/2016	420295	R00034670	140800884-1	\$20.00
PP0001316 Totals:						\$30.00
PP0001317	BASINSKI, TAYLOR MATTHEW	12/07/2016	420169	R00034632	140803000-1	\$30.00
PP0001317 Totals:						\$30.00
PP0001320	CASTRO, BRIAN A	12/07/2016	420173	R00034634	140801429-1	\$60.00
		12/15/2016	420680	R00034782	140801429-1	\$60.00
		12/30/2016	421231	R00034951	140801429-1	\$60.00
PP0001320 Totals:						\$180.00
PP0001321	EDWARDS, COLTON BRYCE	12/07/2016	420174	R00034635	140800971-1	\$50.00
		12/21/2016	420895	R00034868	140800971-1	\$100.00
* PP0001321 Totals:						\$150.00
PP0001322	RITTENHOUSE, PATRICK EUGENE	12/08/2016	420208	R00034646	140800946-1	\$29.50
* PP0001322 Totals:						\$29.50
PP0001327	BOSSOW, JERRY LEE	12/07/2016	420196	R00034642	140789776-1	\$113.00
		12/07/2016	420196	R00034642	140789777-1	\$87.00
PP0001327 Totals:						\$200.00
PP0001339	BRIDEGAN, MATHEW S	12/21/2016	420893	R00034866	140788775-1	\$80.00
PP0001339 Totals:						\$80.00
PP0001340	MORGAN, DANIEL L	12/14/2016	420614	R00034774	140801409-1	\$50.00
PP0001340 Totals:						\$50.00

* Indicates an overpayment was made on the Payment Plan

PP0001341	RICHMAN, ANDRE LEE	12/22/2016	420945	R00034879	140802672-1	\$50.00
PP0001341 Totals:						\$50.00
PP0001342	MILLER, MCKINZEY JO	12/14/2016	420617	R00034776	140798927-1	\$10.00
PP0001342 Totals:						\$10.00
PP0001349	DICKERSON, ANDREW BRIAN	12/28/2016	421081	R00034917	140801685-1	\$50.00
PP0001349 Totals:						\$50.00
PP0001350	BROOKS, AMBER JEAN	12/19/2016	420801	R00034834	140801318-1	\$25.00
PP0001350 Totals:						\$25.00
PP0001351	ROLLINS, CYNTHIA DENISE	12/30/2016	421307	R00034991	140798414-1	\$25.00
PP0001351 Totals:						\$25.00
PP0001352	JENKINS, DAVID LYNN	12/16/2016	420730	R00034791	140802874-1	\$60.00
PP0001352 Totals:						\$60.00
PP0001363	LEWIS, DUANE ROBERT	12/28/2016	421155	R00034938	140804130-1	\$50.00
PP0001363 Totals:						\$50.00
PP0001364	BENTON, NATHANIEL A	12/27/2016	421053	R00034910	140804195-1	\$129.50
* PP0001364 Totals:						\$129.50
PP0001375	CROSBY, TREVOR JOSEPH	12/30/2016	421264	R00034964	140800937-1	\$47.50
PP0001375 Totals:						\$47.50
PP0001376	MANN, LISA RENEE	12/21/2016	420907	R00034873	140792341-1	\$40.00
PP0001376 Totals:						\$40.00

Report Totals

\$9,587.75

* Indicates an overpayment was made on the Payment Plan



My Filed Or Closed Cases Listing

Belton

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Totals For Filed Date From 12/01/2016 To 12/31/2016

Posted Fee Totals For Posted Date From 12/01/2016 To 12/31/2016

Violations By Filed Date

City Ordinance	194
FIRE CODE	1
IPMC CODE	1
MOVING TRAFFIC	258
Traffic	105
UNIFIED DEVELOPMENT CODE	1
Total Violations Filed:	560

Violations Completed-Paid Fines By Filed Date

CL-CLOSED FOUND GUILTY

MOVING TRAFFIC	91
Traffic	66
CL	157
Total Violations Completed-Paid Fines:	157

Violations Completed-Before Judge By Filed Date

CL-CLOSED FOUND GUILTY

City Ordinance	65
IPMC CODE	2
MOVING TRAFFIC	79
Traffic	141
UNUSED	2
CL	289

D\$-DISMISSED SC PP RECALCULATED/PAID

City Ordinance	22
D\$	22



My Filed Or Closed Cases Listing

Belton

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Totals For Filed Date From 12/01/2016 To 12/31/2016

Posted Fee Totals For Posted Date From 12/01/2016 To 12/31/2016

Violations Completed-Before Judge By Filed Date DC-Dismissed by Complainant

City Ordinance	6	
DC		6

DI-CLOSED BY SIS

City Ordinance	3	
MOVING TRAFFIC	2	
DI		5

DJ-Dismissed by Judge

City Ordinance	1	
DJ		1

DP-Dismissed by Prosecutor

City Ordinance	21	
MOVING TRAFFIC	15	
Traffic	4	
DP		40

DW-DISMISSED NO WITNESS

City Ordinance	1	
DW		1

DX-FOUND NOT GUILTY AT TRIAL

City Ordinance	5	
MOVING TRAFFIC	59	



My Filed Or Closed Cases Listing

Belton

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Totals For Filed Date From 12/01/2016 To 12/31/2016

Posted Fee Totals For Posted Date From 12/01/2016 To 12/31/2016

Violations Completed-Before Judge By Filed Date

Traffic	3	
DX		67
Total Violations Completed-Before Judge:	431	

Violations Completed-Other By Filed Date

DO-DISMISSSED BY OFFICER

City Ordinance	1	
DO		1

DS-DISMISSSED STATE CHARGES

20 City Ordinance	3	
MOVING TRAFFIC	2	
DS		5

VD-Voided Docket

MOVING TRAFFIC	1	
VD		1
Total Violations Completed-Paid Fines:	7	



My Filed Or Closed Cases Listing

Belton

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Totals For Filed Date From 12/01/2016 To 12/31/2016

Posted Fee Totals For Posted Date From 12/01/2016 To 12/31/2016

Total Violations Completed-Paid Fines:	157
Total Violations Completed-Before Judge:	431
Total Violations Completed-Before Jury:	0
Total Violations Completed-Before Teen Court:	0
Total Violations Completed-Other:	7
Total Violations Completed:	595
Total Violations Filed:	560
Net Difference Filed - Completed:	-35

Warrants Issued

City Ordinance	175		
MOVING TRAFFIC	123		
Traffic	72		
Total Warrants Issued:	370	Total Violations:	370

Warrants Cleared

City Ordinance	92		
MOVING TRAFFIC	112		
Traffic	46		
Total Warrants Cleared:	250	Total Violations:	250
Total Warrants Issued:	370		
Total Warrants Cleared:	250		
Net Difference:	120		

Violations Completed-Other Paid By Filed Date AJ-SUSPENDED IMPOSITION OF SENTEN



My Filed Or Closed Cases Listing

Belton

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Totals For Filed Date From 12/01/2016 To 12/31/2016

Posted Fee Totals For Posted Date From 12/01/2016 To 12/31/2016

Violations Completed-Other Paid By Filed Date

City Ordinance	1	
MOVING TRAFFIC	4	
UNUSED	2	
AJ		7

CC-CONTEMPT OF COURT ISSUED

MOVING TRAFFIC	1	
Traffic	2	
CC		3

CD-Completion date for school(s)

MOVING TRAFFIC	2	
CD		2

PP-Payment plan

City Ordinance	28	
IPMC CODE	1	
MOVING TRAFFIC	49	
Traffic	10	
UNUSED	1	
PP		89

VI-VICTIM IMPACT PANEL

MOVING TRAFFIC	1	
VI		1



My Filed Or Closed Cases Listing

Belton

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Totals For Filed Date From 12/01/2016 To 12/31/2016

Posted Fee Totals For Posted Date From 12/01/2016 To 12/31/2016

Violations Completed-Other Paid By Filed Date

WI-Warrant Issued

MOVING TRAFFIC	1	
WI		1
Total Violations Completed-Other Paid:		103



My Filed Or Closed Cases Listing

Belton

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Posted Fee Totals For Posted Date From 12/01/2016 To 12/31/2016

Fee Code	Fee Description	Paid
BF (84)	BOND FORFEITURE	\$2,310.00
CC (76)	COURT COSTS	\$4,202.93
CN (CA)	COURT NOTIFCATION AUTOMATION	\$746.81
CVC2 (74)	CRIME VICTIMS CITY	\$142.45
CVS2 (CV)	CRIME VICTIMS STATE	\$2,918.40
DM (82)	DOMESTIC VIOLENCE	\$770.00
DWI (77)	DWI RECOVERY COST	\$300.00
FINE (76)	FINE	\$54,373.52
ILFC (83)	ILF- CITY	\$416.37
IS (IS)	INMATE SECURITY FUND	\$770.00
RST (RS)	RESTITUTION	\$160.00
SR (SR)	SHERIFF RETIREMENT	\$1,227.95
TFC (78)	TRAINING FUND CITY	\$772.00
TFS (81)	TRAINING FUND STATE	\$409.32

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Report Totals: **\$69,519.75**

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: 12/2016	
Mailing Address: 7001 E. 163rd St. Belton 64012		Software Vendor: Tyler Technologies	
Physical Address: 7001 E. 163rd St. Belton 64012		County: CASS COUNTY	Circuit: 17
Telephone Number: (816) 331-2798		Fax Number: (816) 348-4439	
Prepared by: Laura Ellis	E-mail Address: beltoncourts@beltonpd.org		iNotes <input checked="" type="checkbox"/>
Municipal Judge(s) CHARLES C. CURRY		Prosecuting Attorney: WILLIAM N. MARSHALL III	
II. MONTHLY CASELOAD INFORMATION		Alcohol and Drug Related Traffic	Other Traffic
			Non-Traffic Ordinance
A. cases (citations / informations) pending at start of month		105	3,186
B. cases (citations / informations) filed		9	346
C. cases (citations / informations) disposed			
1. jury trial (Springfield, Jefferson County, and St. Louis County only)			
2. court / bench trial - GUILTY		0	0
3. court / bench trial - NOT GUILTY		0	61
4. plea of GUILTY in court		7	294
5. Violations Bureau Citations (i.e., written plea of guilty) and bond forfeitures by court order (as payment of fines / costs)		0	147
6. dismissed by court		0	1
7. <i>nolle prosequi</i>		0	19
8. certified for jury trial (not heard in the Municipal Division)		0	0
9. TOTAL CASE DISPOSITIONS		7	522
D. cases (citations / informations) pending at end of month [pending caseload = (A + B) - C9]		107	3,010
E. Trial de Novo and / or appeal applications filed		0	0
		1	
III. WARRANT INFORMATION (Pre and Post Disposition)		IV. PARKING TICKETS	
1. # issued during reporting period	370	# issued during period	0
2. # served/withdrawn during reporting period	250	<input checked="" type="checkbox"/> Court staff does not process parking tickets	
3. # outstanding at end of reporting period	2,043		

MUNICIPAL DIVISION SUMMARY REPORTING FORM

COURT INFORMATION	Municipality: Belton	Reporting Period: 12/2016
--------------------------	----------------------	---------------------------

V. DISBURSEMENTS			
Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)		Other Disbursements cont.	
Fines - Excess Revenue	\$38,294.47		
Clerk Fee - Excess Revenue	\$3,620.83		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$111.37		
Bond forfeitures (paid to city) - Excess Revenue	\$335.00		
Total Excess Revenue	\$42,361.67		
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)			
Fines - Other	\$16,825.86		
Clerk Fee - Other	\$998.47		
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	\$409.32		
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$2,918.40		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$31.08		
Law Enforcement Training (LET) Fund surcharge	\$772.00		
Domestic Violence Shelter surcharge	\$770.00		
Inmate Prisoner Detainee Security Fund surcharge	\$770.00		
Sheriffs' Retirement Fund (SRF) surcharge	\$1,227.95		
Restitution	\$160.00		
Parking ticket revenue (including penalties)	\$0.00		
Bond forfeitures (paid to city) - Other	\$1,975.00		
Total Revenue Other	\$26,858.08		
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	\$300.00
		Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$69,519.75
DWI RECOVERY COST	\$300.00	Bond Refunds	\$0.00
		Total Disbursements	\$69,519.75

.....

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:** 1/3/2017

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 DECEMBER 1, 2016 THROUGH DECEMBER 31, 2016 FOR THE BELTON MUNICIPAL COURT.

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

**THANK YOU,
LAURA ELLIS**

CONFIDENTIAL

.....

MEMORY TRANSMISSION REPORT

TIME : 01-03-'17 15:24
FAX NO.1 : 816-331-3179
NAME : Belton Mun. Court

FILE NO. : 575
DATE : 01.03 15:23
TO : OSCA STATE RPT
DOCUMENT PAGES : 3
START TIME : 01.03 15:23
END TIME : 01.03 15:24
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: 1/3/2017
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 DECEMBER 1, 2016 THROUGH DECEMBER 31, 2016 FOR THE BELTON MUNICIPAL COURT.

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

THANK YOU,
LAURA ELLIS

CONFIDENTIAL

SECTION V

A



2316 East Meyer Boulevard
Kansas City, Missouri 64132
TEL 816.276.4218
FAX 816.276.4928

January 12, 2017

Patti Ledford, City Clerk
City of Belton
506 Main Street
Belton, Mo 64012

Dear Ms. Ledford,

Cass Community Health Foundation plans to host the 23rd annual 5K Walk/Run for Health on Saturday, May 6, 2017 at 8 a.m. The event is sponsored by Belton Regional Medical Center and Cosentino's Price Chopper.

The course starting line is at Belton Regional Medical Center. Runners and walkers will turn right and take E. Outer Road/N. Mullen Road (north) to E. 163rd Street, turn right on 163rd Street (east) to Eastern Avenue, turn left on Eastern Avenue (north) to E. 162nd Street, turn left (west) on Eastern Avenue to Terry Avenue, turn left on Terry Avenue (south) to E. 163rd Street, turn left on E. 163rd Street (east) to N. Mullen Road, turn right (south) on N. Mullen Road, take N. Mullen Road/E. Outer Road (south) to Belton Regional Medical Center – Finish Line!

We plan to utilize volunteers at all intersections along the course. These include the intersections listed above plus at Springdale Drive and Meadow Creek Parkway. Volunteers will be in appropriate safety vests and will go through training instructions.

Proceeds raised from this fundraiser will support the Foundation's Cass County Dental Clinic located in Belton and Harrisonville and its scholarship program for area high school students.

I have attached a copy of our certificate of insurance with the City of Belton listed as an additional insured and the course map. Please let me know if you have questions. I can be reached at 816-276-4218.

Sincerely,

Cynthia A. Randazzo
President & CEO

BOARD OF DIRECTORS

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Kenneth E. Southwick

VICE CHAIRMAN

James R. Person

PRESIDENT

Cynthia A. Randazzo

**SECRETARY/
TREASURER**

Sara S. Jones

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W. Donald Shull

CASS COMMUNITY HEALTH FOUNDATION

5K WALK/RUN FOR HEALTH

COURSE

MAY 6, 2017 – 8 A.M.

Belton Regional Medical Center – Starting Line

Turn right and take E. Outer Road/N. Mullen Road (north) to E. 163rd Street – Turn Right on 163rd Street (east)

Take E. 163rd Street (east) to Eastern Avenue

Turn left on Eastern Avenue (north) to E. 162nd Street

Turn left on E. 162nd Street (west) to Terry Avenue

Turn left on Terry Avenue (south) to E. 163rd Street

Turn left on E. 163rd Street (east) to N. Mullen Road

Turn right (south) on N. Mullen Road

Take N. Mullen Road/E. Outer Road (south) to Belton Regional Medical Center – Finish Line!





CERTIFICATE OF LIABILITY INSURANCE

1/3/2018

DATE (MM/DD/YYYY)

1/11/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME:		
	PHONE (A/C, No, Ext):	FAX (A/C, No):	
INSURED 1304979 THE RESEARCH FOUNDATION ATTN: CYNTHIA RANDAZZO 2316 E. MEYER BLVD. KANSAS CITY MO 64132	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Hartford Casualty Insurance Company		29424
	INSURER B : Hartford Underwriters Insurance Company		30104
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES RESF001 CERTIFICATE NUMBER: 14456758 REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	37SBARE4674	1/3/2017	1/3/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	N	37SBARE4674	1/3/2017	1/3/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED: <input type="checkbox"/> RETENTION \$	Y	N	37SBARE4674	1/3/2017	1/3/2018	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ XXXXXXXX
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	37WECRF9107	1/3/2017	1/3/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	PROPERTY	N	N	37SBARE4674	1/3/2017	1/3/2018	BUSINESS PERSONAL PROPERTY \$372,500; DEDUCTIBLE \$500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

PROOF OF INSURANCE FOR CASS COMMUNITY HEALTH FOUNDATION FOR 5K WALK/RUN FOR HEALTH ON 5/6/17. CITY OF BELTON IS AN ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY, AUTO LIABILITY AND UMBRELLA LIABILITY, AS REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

14456758
CITY OF BELTON
506 MAIN STREET
BELTON MO 64012

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Joseph M. Amello

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SECTION V

B

Cruise Night Street Closure

3:00 p.m. – 9:00 p.m.

April 22, 2017

May 27, 2017

June 24, 2017

July 22, 2017

August 26, 2017

September 23, 2017

October 28, 2017

Car Show Street Closure

11:00 a.m. – 5:00 p.m.

October 8, 2017

SECTION V

C

Belton Fall Festival

September 8, 2017 – 4:00 p.m. – 10:00 p.m.

September 9, 2017 – 9:00 a.m. – 9:00 p.m.

Checklist for City of Belton:

- 1) Street closure from 10:00 a.m. Friday, September 8, 2017 until 10:00 p.m. Saturday, September 9th 2017. We need to have traffic cones available early September 8th. In the past years, the city (or possibly BEMA) has arranged cones to make the eastern end of Main a two-way street for the festival.
- 2) We would like to use trash barrels this year, as they were provided last year, there were two barrels per block and two on loop road.
- 3) We need to have the water turned on at the south corner of Main and Ella to be used by the ice cream vendor.
- 4) We need to have a copy of the insurance rider for liability as agreed to in the council meeting.
- 5) We will provide 8,000 copies of our flyer to be included in the city water bills
- 6) We would like the street lights on Main, Loop, Walnut and Ella adjacent to Main checked to make sure any burned out lights are replaced.
- 7) We need to have the street lights turned on so that we can access the electrical power from the Street light poles.
- 8) We need to have a copy of the sign permit.
- 9) We will post “No Parking” signs on Main, Ella and Walnut on Wednesday, September 6th in the evening. The city will have a copy of the sign that will be posted.
- 10) There has been mention of opening the annex to allow for use of bathrooms. Is this something we should plan on? We will also have portable toilets on Loop near the north side of Bays at the Moon.

Thank you for your help. If there are any questions, please email Beltonmofallfestival@gmail.com or call 816.425.2206

SECTION VI

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 PRECISION CONSTRUCTION & CONTRACTING, LLC.

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.

WHEREAS, the City Council believes the 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, herein attached and incorporated as **Exhibit "A,"** for a term of one (1) year with the option of up to four (4) additional one (1) year renewals is in the best interest of the City.

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

SECTION 1. That the 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, herein attached and incorporated as **Exhibit "A,"** is approve.

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: January 24, 2017

READ FOR THE SECOND TIME AND PASSED: January 24, 2017

Mayor Jeff Davis

Approved this 24th day of January, 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 24th day of January, 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 24th day of January, 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: January 24, 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 checked="" 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 Precision Construction & Contracting, LLC.

PROPOSED CITY COUNCIL MOTION:

At the January 24, 2017 City Council Regular meeting, authorize and approve an ordinance for 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 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 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 January 24, 2017 City Council Regular meeting, authorize and approve an ordinance for 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 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

Supplemental Agreement No. 1

**SUPPLEMENETAL AGREEMENT NO. 1
TO
SERVICE AGREEMENT
BETWEEN
THE CITY OF BELTON, MISSOURI
AND
PRECISION CONSTRUCTION & CONTRACTING, LLC
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 Precision Construction & Contracting, LLC, a Limited Liability Company, 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 additional periods 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: _____

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

PRECISION CONSTRUCTION & CONTRACTING LLC

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 _____ day of _____, 20____.

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:

By: _____

Printed Name: Jeff Davis

Title: Mayor

By: _____

Printed Name: _____

Title: _____

Attested By: _____

Printed Name: Patti Ledford

Title: City Clerk
(Affix City Seal)

Attested By: _____

Printed Name: _____

Title: _____
(Affix Corporate Seal, if applicable)

Approved as to form:

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

EXHIBIT A – LABOR RATES

CONTRACTOR: Precision Construction & Contracting, LLC

EMERGENCY LABOR RATES		
Shop Labor, regular time	\$ <u>75.00</u> minimum	\$ <u>95.00</u> maximum
Shop Labor, overtime	\$ <u>95.00</u> minimum	\$ <u>145.00</u> maximum
Field Labor, regular time	Prevailing Wage	\$ <u>145.00</u> 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.

EXHIBIT B – AFFIDAVIT OF ENROLLMENT IN FEDERAL WORK AUTHORIZATION PROGRAM

Comes now Ethans Stanfill (Name) as GM.
(Position Held) first being duly sworn, on my oath, affirm Previous Cont. Contr. LLC (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 _____ (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).

[Handwritten Signature]

Ethans Stanfill

Signature (Person with Authority)

Printed Name

GM.

1/17/2017

Title (Person with Authority)

Date

Subscribed and sworn to me before this 17th of January, 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 April 25, 2020.

Jill Renae Peters

1/17/2017

Signature of Notary

Date

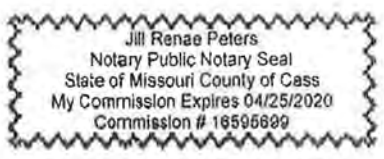


EXHIBIT C – PERFORMANCE APPRAISAL

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
------------	--------------	----------------------------------	---	----------------	-------	------------

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



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:
--------------------------	--------------------	----------------------------------------------------------------------------

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.):
-------------------------------------	----------------------------------

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.



12/01/2016



12/01/2016



12/01/2016



12/01/2016



12/01/2016



12/01/2016



SECTION VI

H

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.

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.

WHEREAS, the City Council believes the 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., herein attached and incorporated as **Exhibit "A,"** for a term of one (1) year with the option of up to four (4) additional one (1) year renewals is in the best interest of the City.

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

SECTION 1. That the 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., herein attached and incorporated as **Exhibit "A,"** is approved.

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: January 24, 2017

READ FOR THE SECOND TIME AND PASSED: January 24, 2017

Mayor Jeff Davis

Approved this 24th day of January, 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 24th day of January, 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 24th day of January, 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: January 24, 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 checked="" 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 Pyramid Excavation and Construction, Inc.

PROPOSED CITY COUNCIL MOTION:

At the January 24, 2017 City Council Regular meeting, authorize and approve an ordinance for 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. 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 January 24, 2017 City Council Regular meeting, authorize and approve an ordinance for 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. 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
Supplemental Agreement No. 1

**SUPPLEMENTAL AGREEMENT NO. 1
TO
SERVICE AGREEMENT
BETWEEN
THE CITY OF BELTON, MISSOURI
AND
PYRAMID EXCAVATION AND CONSTRUCTION, 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 Pyramid Excavation and Construction, 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 additional periods 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: _____

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
PYRAMID EXCAVATION AND CONSTRUCTION, 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 _____ day of _____, 20_____.

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:

By: _____

Printed Name: Jeff Davis

Title: Mayor

By: _____

Printed Name: _____

Title: _____

Attested By: _____

Printed Name: Patti Ledford

Title: City Clerk
(Affix City Seal)

Attested By: _____

Printed Name: _____

Title: _____
(Affix Corporate Seal, if applicable)

Approved as to form:

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

EXHIBIT A – LABOR RATES

CONTRACTOR: PYRAMID EXCAVATION & CONSTRUCTION, INC.

EMERGENCY LABOR RATES		
Shop Labor, regular time	\$ <u>75.⁵⁰</u> minimum	\$ <u>95.⁰⁰</u> maximum
Shop Labor, overtime	\$ <u>90.⁰⁰</u> minimum	\$ <u>109.⁵⁰</u> maximum
Field Labor, regular time	Prevailing Wage	\$ <u>95.⁰⁰</u> 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.

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



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:
--------------------------	--------------------	----------------------------------------------------------------------------

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 VI

I

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.

WHEREAS, at the December 14, 2014 regular City Council meeting, the plan for the remainder of the stormwater bonds was presented and East Pacific was one of the projects remaining; and

WHEREAS, at the April 14, 2015 regular City Council meeting, City Council approved R2015-18 for Task Agreement #19 with Olsson Associates to complete the engineering design of the stormwater portion of the East Pacific Project and the Buena Vista Project; and

WHEREAS, the Buena Vista Stormwater Project was slated to be constructed in conjunction with East Pacific. However, after some initial discoveries and calculations it was determined that the scope of the project must grow to include upstream detention in order to provide an acceptable level of service, thus requiring more funds and more analysis. At that time staff and the consultants decided to put the Buena Vista project on hold until further discussion was had; and

WHEREAS, staff identified that the City's water main was in need of replacement in the same project area. Staff prepared plans for the water main replacement to be combined with the stormwater project; and

WHEREAS, at the June 14, 2016 regular City Council meeting, City Council approved R2016-23 for Task Agreement #10 with Superior Bowen to complete the FY17 street preservation work for the city. This task agreement also included the 4" mill and overlay of East Pacific Drive and East Sunrise Drive between South Scott Avenue and Y Highway. Staff and Superior Bowen discussed the timing of the project as part of the agreement; and

WHEREAS, staff advertised the project on December 6, 2016 and bids were opened and publicly read aloud at City Hall Annex on January 6, 2017. Quality Assurance Plans (QAPs) were required for this project and reviewed by staff. Pyramid Excavation and Construction, Inc. is the lowest and best bidder with a total construction price of \$632,355.00; and

WHEREAS, the City Council believes the agreement award to Pyramid Excavation and Construction for the East Pacific Project in the amount of \$632,355.00, herein attached and incorporated as **Exhibit "A,"** is in the best interest of the City.

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 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, herein attached and incorporated as **Exhibit "A,"** is approved.

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

READ FOR THE FIRST TIME: January 24, 2017

READ FOR THE SECOND TIME AND PASSED:

Mayor Jeff Davis

Approved this _____ day of _____, 2016.

Mayor Jeff Davis

ATTEST:

Patricia Ledford, City Clerk
City of Belton, Missouri

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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the 24th day of January, 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

At the June 14, 2016 regular City Council meeting, City Council approved a resolution for a task agreement with Superior Bowen to complete the street preservation work for the city. This task agreement also included the 4" mill and overlay of East Pacific Drive and East Sunrise Drive between South Scott Avenue and Y Highway.

IMPACT/ANALYSIS:

FINANCIAL IMPACT

Contractor:		Pyramid Excavation and Construction, Inc.		
Amount of Request/Contract:		\$632,355.00		
Fund	Account Number	Budget Amount	Current Balance	Proposed Amount for East Pacific Project
Stormwater - East Pacific	451-5607-495-7117	\$300,000	\$300,000	\$300,000
Stormwater – Buena Vista	451-5608-495-7117	\$383,189	\$383,189	\$23,245
Water – Capital Outlay Waterline Replacement	662-0000-495-7300	\$420,000	\$420,000	\$309,110
***Force account was divided for \$10,000 to be paid out of storm and \$10,000 to be paid out of water for budgeting purposes.			TOTAL	\$632,355

Originally the Buena Vista Stormwater Project was slated to be designed by Olsson Associates and constructed in conjunction with East Pacific. However, after some initial discoveries and calculations, it was determined that the scope of the project must grow to include upstream detention in order to provide an acceptable level of service, thus requiring more funds and more analysis. At that time, staff and the consultants decided to put the Buena Vista project on hold until further discussion was had. Staff is recommending utilizing a portion of the stormwater bonds initially budgeted for the Buena Vista Project to complete the stormwater portion of the East Pacific Project.

STAFF RECOMMENDATION, ACTION, AND DATE:

At the January 24, 2017 regular City Council meeting, approve the first reading of an ordinance authorizing and approving an Agreement to Pyramid Excavation and Construction, Inc. for the East Pacific Project including stormwater drainage improvements and waterline replacement in the amount of \$632,355.00.

LIST OF REFERENCE DOCUMENTS ATTACHED:

- Ordinance
- Bid Tabulation
- Construction Agreement

EAST PACIFIC PROJECT

451-5607-495-7117

CITY OF BELTON, MISSOURI

ITEM NO.	UNIT	QTY	ITEM DESCRIPTION	WIDENMANN		MIDWEST HEAVY	
				UNIT	EXTENSION	UNIT	EXTENSION
1	LS	1	MOBILIZATION	\$5,500.00	\$5,500.00	\$72,000.00	\$72,000.00
2	LS	1	TRAFFIC CONTROL	\$4,100.00	\$4,100.00	\$14,000.00	\$14,000.00
3	LS	1	CONSTRUCTION STAKING	\$5,950.00	\$5,950.00	\$6,000.00	\$6,000.00
4	LS	1	CLEARING, GRUBBING AND TREE REMOVAL	\$9,045.00	\$9,045.00	\$9,900.00	\$9,900.00
5	SY	590	ASPHALT PAVEMENT REMOVAL AND REPLACEMENT (470 SY FROM STORM PLANS AND 120 SY FROM WATER PLANS)	\$82.00	\$48,380.00	\$28.00	\$16,520.00
6	LF	455	CURB AND GUTTER REMOVAL AND REPLACEMENT	\$57.50	\$26,162.50	\$30.00	\$13,650.00
7	SY	415	CONCRETE DRIVEWAY REMOVAL AND REPLACEMENT (215 SY FROM STORM PLANS AND 200 SY FROM WATER PLANS)	\$111.00	\$46,065.00	\$145.00	\$60,175.00
8	LF	193	WOOD PRIVACY FENCE REMOVAL AND REPLACEMENT	\$64.50	\$12,448.50	\$38.00	\$7,334.00
9	LF	235	CHAIN LINK FENCE REMOVAL AND REPLACEMENT	\$19.00	\$4,465.00	\$18.00	\$4,230.00
10	LF	130	15" CMP REMOVAL	\$3.50	\$455.00	\$12.00	\$1,560.00
11	EA	1	AREA INLET REMOVAL	\$275.00	\$275.00	\$1,075.00	\$1,075.00
12	EA	2	CURB INLET REMOVAL	\$520.00	\$1,040.00	\$1,000.00	\$2,000.00
13	EA	7	4"X8" I.D. CURB INLET	\$4,150.00	\$29,050.00	\$5,800.00	\$40,600.00
14	EA	1	6"X6" I.D. AREA INLET	\$7,700.00	\$7,700.00	\$6,600.00	\$6,600.00
15	EA	5	5"X5" I.D. AREA INLET	\$4,380.00	\$13,140.00	\$5,960.00	\$17,880.00
16	LF	60	18" RCP	\$99.00	\$5,940.00	\$169.00	\$10,140.00
17	LF	32	18" HDPE	\$62.00	\$1,984.00	\$64.00	\$2,048.00
18	LF	137	24" HDPE	\$68.00	\$9,316.00	\$85.00	\$11,645.00
19	LF	140	30" HDPE	\$83.00	\$11,620.00	\$105.00	\$14,700.00
20	LF	127	36" HDPE	\$193.00	\$24,511.00	\$142.00	\$18,034.00
21	LF	147	42" HDPE	\$223.00	\$32,781.00	\$170.00	\$24,990.00
22	LF	30	42" RCP	\$298.00	\$8,940.00	\$315.00	\$9,450.00
23	LF	108	48" HDPE	\$227.00	\$24,516.00	\$183.00	\$19,764.00
24	LS	1	GRASS BERM (EARTHWORK)	\$13,000.00	\$13,000.00	\$11,300.00	\$11,300.00
25	LS	1	TURF SEEDING	\$8,550.00	\$8,550.00	\$4,500.00	\$4,500.00
26	LS	1	EROSION AND SEDIMENT CONTROL	\$8,500.00	\$8,500.00	\$4,000.00	\$4,000.00
27	LF	22	SANITARY SEWER REMOVAL AND REPLACEMENT	\$175.00	\$3,850.00	\$145.00	\$3,190.00
28	LF	78	6" PVC DRAIN PIPE	\$28.00	\$2,184.00	\$35.00	\$2,730.00
29	EA	1	SANITARY SEWER LATERAL REMOVAL AND REPLACEMENT	\$2,500.00	\$2,500.00	\$2,700.00	\$2,700.00
29.5	EA	4	PRE-CONSTRUCTION HOUSE STRUCTURAL ASSESSMENTS	\$335.00	\$1,340.00	\$500.00	\$2,000.00
			STORM DRAINAGE SUBTOTAL		\$373,308.00		\$414,715.00
30	LF	2000	8" PVC C-900 DR-14 (BORED AND *OPEN CUT* *IF NECESSARY*)	\$68.50	\$137,000.00	\$62.00	\$124,000.00
31	EA	11	45 DEGREE BEND WITH THRUST BLOCK	\$313.00	\$3,443.00	\$650.00	\$7,150.00
32	EA	2	22.5 DEGREE BEND WITH THRUST BLOCK	\$349.00	\$698.00	\$650.00	\$1,300.00
33	EA	4	11.25 DEGREE BEND WITH THRUST BLOCK	\$313.00	\$1,252.00	\$650.00	\$2,600.00
34	EA	1	8"X8" TEE WITH THRUST BLOCK	\$600.00	\$600.00	\$750.00	\$750.00
35	EA	4	8" GATE VALVE	\$1,400.00	\$5,600.00	\$1,400.00	\$5,600.00
36	EA	6	STRADDLE BLOCK	\$690.00	\$4,140.00	\$225.00	\$1,350.00
37	EA	1	4"X8" REDUCER	\$240.00	\$240.00	\$600.00	\$600.00
38	EA	3	8" SOLID SLEEVE	\$165.00	\$495.00	\$700.00	\$2,100.00
39	EA	5	FIRE HYDRANT ASSEMBLY	\$4,000.00	\$20,000.00	\$3,800.00	\$19,000.00
40	EA	13	1" SERVICE LINE CONNECTION (INCLUDING SADDLE, CORP, ALL COPPER, FITTING)	\$1,600.00	\$20,800.00	\$1,150.00	\$14,950.00
41	EA	45	3/4" SERVICE LINE CONNECTION (INCLUDING SADDLE, CORP, ALL COPPER, FITTING)	\$1,550.00	\$69,750.00	\$937.00	\$42,165.00
42	EA	3	CONNECTION TO EXISTING WATERMAIN	\$2,775.00	\$8,325.00	\$4,000.00	\$12,000.00
43	EA	3	TEMPORARY FLUSHING ASSEMBLIES	\$335.00	\$1,005.00	\$1,125.00	\$3,375.00
44	LS	1	ABANDONMENT OF EXISTING WATERMAIN	\$950.00	\$950.00	\$5,000.00	\$5,000.00
			WATERMAIN SUBTOTAL		\$274,298.00		\$241,940.00
45	LS	1	FORCE ACCOUNT	\$20,000.00		\$20,000.00	\$20,000.00
			TOTAL		\$667,606.00		\$676,655.00

EAST PACIFIC PROJECT

451-5607-495-7117

CITY OF BELTON, MISSOURI

ITEM NO.	UNIT	QTY	ITEM DESCRIPTION	PYRAMID		MEGA INDUSTRIES	
				UNIT	EXTENSION	UNIT	EXTENSION
1	LS	1	MOBILIZATION	\$65,000.00	\$65,000.00	\$53,000.00	\$53,000.00
2	LS	1	TRAFFIC CONTROL	\$6,500.00	\$6,500.00	\$5,250.00	\$5,250.00
3	LS	1	CONSTRUCTION STAKING	\$5,400.00	\$5,400.00	\$3,500.00	\$3,500.00
4	LS	1	CLEARING, GRUBBING AND TREE REMOVAL	\$5,000.00	\$5,000.00	\$6,250.00	\$6,250.00
5	SY	590	ASPHALT PAVEMENT REMOVAL AND REPLACEMENT (470 SY FROM STORM PLANS AND 120 SY FROM WATER PLANS)	\$70.00	\$41,300.00	\$72.50	\$42,775.00
6	LF	455	CURB AND GUTTER REMOVAL AND REPLACEMENT	\$37.00	\$16,835.00	\$32.50	\$14,787.50
7	SY	415	CONCRETE DRIVEWAY REMOVAL AND REPLACEMENT (215 SY FROM STORM PLANS AND 200 SY FROM WATER PLANS)	\$60.00	\$24,900.00	\$75.00	\$31,125.00
8	LF	193	WOOD PRIVACY FENCE REMOVAL AND REPLACEMENT	\$40.00	\$7,720.00	\$87.50	\$16,887.50
9	LF	235	CHAIN LINK FENCE REMOVAL AND REPLACEMENT	\$27.00	\$6,345.00	\$45.00	\$10,575.00
10	LF	130	15" CMP REMOVAL	\$8.00	\$1,040.00	\$1.00	\$130.00
11	EA	1	AREA INLET REMOVAL	\$800.00	\$800.00	\$100.00	\$100.00
12	EA	2	CURB INLET REMOVAL	\$800.00	\$1,600.00	\$100.00	\$200.00
13	EA	7	4"X8" I.D. CURB INLET	\$4,000.00	\$28,000.00	\$4,750.00	\$33,250.00
14	EA	1	6"X6" I.D. AREA INLET	\$4,400.00	\$4,400.00	\$7,000.00	\$7,000.00
15	EA	3	5"X5" I.D. AREA INLET	\$4,600.00	\$13,800.00	\$6,500.00	\$19,500.00
16	LF	60	18" RCP	\$75.00	\$4,500.00	\$175.00	\$10,500.00
17	LF	32	18" HDPE	\$55.00	\$1,760.00	\$70.00	\$2,240.00
18	LF	137	24" HDPE	\$60.00	\$8,220.00	\$58.00	\$7,946.00
19	LF	140	30" HDPE	\$70.00	\$9,800.00	\$78.00	\$10,920.00
20	LF	127	36" HDPE	\$80.00	\$10,160.00	\$90.00	\$11,430.00
21	LF	147	42" HDPE	\$95.00	\$13,965.00	\$105.00	\$15,435.00
22	LF	30	42" RCP	\$135.00	\$4,050.00	\$300.00	\$9,000.00
23	LF	108	48" HDPE	\$120.00	\$12,960.00	\$155.00	\$16,740.00
24	LS	1	GRASS BERM (EARTHWORK)	\$5,000.00	\$5,000.00	\$4,000.00	\$4,000.00
25	LS	1	TURF SEEDING	\$2,000.00	\$2,000.00	\$3,100.00	\$3,100.00
26	LS	1	EROSION AND SEDIMENT CONTROL	\$5,000.00	\$5,000.00	\$3,250.00	\$3,250.00
27	LF	22	SANITARY SEWER REMOVAL AND REPLACEMENT	\$125.00	\$2,750.00	\$135.00	\$2,970.00
28	LF	78	6" PVC DRAIN PIPE	\$30.00	\$2,340.00	\$40.00	\$3,120.00
29	EA	1	SANITARY SEWER LATERAL REMOVAL AND REPLACEMENT	\$700.00	\$700.00	\$5,000.00	\$5,000.00
29.5	EA	4	PRE-CONSTRUCTION HOUSE STRUCTURAL ASSESSMENTS	\$350.00	\$1,400.00	\$375.00	\$1,500.00
			STORM DRAINAGE SUBTOTAL		\$313,245.00		\$351,481.00
30	LF	2000	8" PVC C-900 DR-14 (BORED AND *OPEN CUT* *IF NECESSARY*)	\$72.18	\$144,360.00	\$70.00	\$140,000.00
31	EA	11	45 DEGREE BEND WITH THRUST BLOCK	\$550.00	\$6,050.00	\$1,050.00	\$11,550.00
32	EA	2	22.5 DEGREE BEND WITH THRUST BLOCK	\$550.00	\$1,100.00	\$1,050.00	\$2,100.00
33	EA	4	11.25 DEGREE BEND WITH THRUST BLOCK	\$550.00	\$2,200.00	\$1,050.00	\$4,200.00
34	EA	1	8"X8" TEE WITH THRUST BLOCK	\$700.00	\$700.00	\$1,500.00	\$1,500.00
35	EA	4	8" GATE VALVE	\$1,250.00	\$5,000.00	\$1,950.00	\$7,800.00
36	EA	6	STRADDLE BLOCK	\$1,000.00	\$6,000.00	\$1,800.00	\$10,800.00
37	EA	1	4"X8" REDUCER	\$450.00	\$450.00	\$750.00	\$750.00
38	EA	3	8" SOLID SLEEVE	\$500.00	\$1,500.00	\$750.00	\$2,250.00
39	EA	5	FIRE HYDRANT ASSEMBLY	\$4,250.00	\$21,250.00	\$4,750.00	\$23,750.00
40	EA	13	1" SERVICE LINE CONNECTION (INCLUDING SADDLE, CORP, ALL COPPER, FITTING)	\$1,800.00	\$23,400.00	\$800.00	\$10,400.00
41	EA	45	¾" SERVICE LINE CONNECTION (INCLUDING SADDLE, CORP, ALL COPPER, FITTING)	\$1,500.00	\$67,500.00	\$750.00	\$33,750.00
42	EA	3	CONNECTION TO EXISTING WATERMAIN	\$4,000.00	\$12,000.00	\$4,100.00	\$12,300.00
43	EA	3	TEMPORARY FLUSHING ASSEMBLIES	\$1,700.00	\$5,100.00	\$3,750.00	\$11,250.00
44	LS	1	ABANDONMENT OF EXISTING WATERMAIN	\$2,500.00	\$2,500.00	\$6,150.00	\$6,150.00
			WATERMAIN SUBTOTAL		\$299,110.00		\$278,550.00
45	LS	1	FORCE ACCOUNT	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00
			TOTAL		\$632,355.00		\$650,031.00

EAST PACIFIC PROJECT

451-5607-495-7117

CITY OF BELTON, MISSOURI

ITEM NO.	UNIT	QTY	ITEM DESCRIPTION	REDFORD		ENGINEER'S ESTIMATE	
				UNIT	EXTENSION	UNIT	EXTENSION
1	LS	1	MOBILIZATION	\$39,000.00	\$39,000.00	\$35,000.00	\$35,000.00
2	LS	1	TRAFFIC CONTROL	\$10,000.00	\$10,000.00	\$2,500.00	\$2,500.00
3	LS	1	CONSTRUCTION STAKING	\$6,000.00	\$6,000.00	\$5,500.00	\$5,500.00
4	LS	1	CLEARING, GRUBBING AND TREE REMOVAL	\$15,000.00	\$15,000.00	\$14,000.00	\$14,000.00
5	SY	590	ASPHALT PAVEMENT REMOVAL AND REPLACEMENT (470 SY FROM STORM PLANS AND 120 SY FROM WATER PLANS)	\$74.00	\$43,660.00	\$100.00	\$59,000.00
6	LF	455	CURB AND GUTTER REMOVAL AND REPLACEMENT	\$30.00	\$13,650.00	\$25.00	\$11,375.00
7	SY	415	CONCRETE DRIVEWAY REMOVAL AND REPLACEMENT (215 SY FROM STORM PLANS AND 200 SY FROM WATER PLANS)	\$60.00	\$24,900.00	\$80.00	\$33,200.00
8	LF	193	WOOD PRIVACY FENCE REMOVAL AND REPLACEMENT	\$50.00	\$9,650.00	\$50.00	\$9,650.00
9	LF	235	CHAIN LINK FENCE REMOVAL AND REPLACEMENT	\$40.00	\$9,400.00	\$35.00	\$8,225.00
10	LF	130	15" CMP REMOVAL	\$14.00	\$1,820.00	\$50.00	\$6,500.00
11	EA	1	AREA INLET REMOVAL	\$600.00	\$600.00	\$1,000.00	\$1,000.00
12	EA	2	CURB INLET REMOVAL	\$600.00	\$1,200.00	\$1,000.00	\$2,000.00
13	EA	7	4'X8' I.D. CURB INLET	\$3,000.00	\$21,000.00	\$4,500.00	\$31,500.00
14	EA	1	6'X6' I.D. AREA INLET	\$3,800.00	\$3,800.00	\$5,000.00	\$5,000.00
15	EA	3	5'X5' I.D. AREA INLET	\$3,500.00	\$10,500.00	\$4,500.00	\$13,500.00
16	LF	60	18" RCP	\$60.00	\$3,600.00	\$60.00	\$3,600.00
17	LF	32	18" HDPE	\$50.00	\$1,600.00	\$50.00	\$1,600.00
18	LF	137	24" HDPE	\$52.00	\$7,124.00	\$60.00	\$8,220.00
19	LF	140	30" HDPE	\$54.00	\$7,560.00	\$65.00	\$9,100.00
20	LF	127	36" HDPE	\$75.00	\$9,525.00	\$95.00	\$12,065.00
21	LF	147	42" HDPE	\$95.00	\$13,965.00	\$115.00	\$16,905.00
22	LF	30	42" RCP	\$200.00	\$6,000.00	\$125.00	\$3,750.00
23	LF	108	48" HDPE	\$125.00	\$13,500.00	\$135.00	\$14,580.00
24	LS	1	GRASS BERM (EARTHWORK)	\$7,500.00	\$7,500.00	\$6,500.00	\$6,500.00
25	LS	1	TURF SEEDING	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
26	LS	1	EROSION AND SEDIMENT CONTROL	\$3,500.00	\$3,500.00	\$15,000.00	\$15,000.00
27	LF	22	SANITARY SEWER REMOVAL AND REPLACEMENT	\$215.00	\$4,730.00	\$115.00	\$2,530.00
28	LF	78	6" PVC DRAIN PIPE	\$45.00	\$3,510.00	\$30.00	\$2,340.00
29	EA	1	SANITARY SEWER LATERAL REMOVAL AND REPLACEMENT	\$1,200.00	\$1,200.00	\$1,000.00	\$1,000.00
29.5	EA	4	PRE-CONSTRUCTION HOUSE STRUCTURAL ASSESSMENTS	\$300.00	\$1,200.00	\$1,000.00	\$4,000.00
			STORM DRAINAGE SUBTOTAL		\$296,694.00		\$341,140.00
30	LF	2000	8" PVC C-900 DR-14 (BORED AND *OPEN CUT* *IF NECESSARY*)	\$140.00	\$280,000.00	\$115.00	\$230,000.00
31	EA	11	45 DEGREE BEND WITH THRUST BLOCK	\$575.00	\$6,325.00	\$750.00	\$8,250.00
32	EA	2	22.5 DEGREE BEND WITH THRUST BLOCK	\$550.00	\$1,100.00	\$750.00	\$1,500.00
33	EA	4	11.25 DEGREE BEND WITH THRUST BLOCK	\$510.00	\$2,040.00	\$750.00	\$3,000.00
34	EA	1	8"X8" TEE WITH THRUST BLOCK	\$800.00	\$800.00	\$1,000.00	\$1,000.00
35	EA	4	8" GATE VALVE	\$1,100.00	\$4,400.00	\$1,500.00	\$6,000.00
36	EA	6	STRADDLE BLOCK	\$1,000.00	\$6,000.00	\$1,000.00	\$6,000.00
37	EA	1	4"X8" REDUCER	\$375.00	\$375.00	\$1,000.00	\$1,000.00
38	EA	3	8" SOLID SLEEVE	\$425.00	\$1,275.00	\$750.00	\$2,250.00
39	EA	5	FIRE HYDRANT ASSEMBLY	\$4,200.00	\$21,000.00	\$3,500.00	\$17,500.00
40	EA	13	1" SERVICE LINE CONNECTION (INCLUDING SADDLE, CORP, ALL COPPER, FITTING)	\$725.00	\$9,425.00	\$1,500.00	\$19,500.00
41	EA	45	3/4" SERVICE LINE CONNECTION (INCLUDING SADDLE, CORP, ALL COPPER, FITTING)	\$710.00	\$31,950.00	\$1,500.00	\$67,500.00
42	EA	3	CONNECTION TO EXISTING WATERMAIN	\$5,000.00	\$15,000.00	\$1,500.00	\$4,500.00
43	EA	3	TEMPORARY FLUSHING ASSEMBLIES	\$450.00	\$1,350.00	\$2,000.00	\$6,000.00
44	LS	1	ABANDONMENT OF EXISTING WATERMAIN	\$2,000.00	\$2,000.00	\$1,000.00	\$1,000.00
			WATERMAIN SUBTOTAL		\$383,040.00		\$375,000.00
45	LS	1	FORCE ACCOUNT	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00
			TOTAL		\$699,734.00	\$20,000.00	\$736,140.00



AGREEMENT

Contract Number 451-5607-495-7117
Project Title East Pacific Project

THIS AGREEMENT is made and entered into on this date _____
between PYRAMID EXCAVATION AND CONSTRUCTION, INC.
(CONTRACTOR) as principal, and BELTON, MISSOURI, a Charter City in the State of Missouri,
(OWNER).

OWNER and CONTRACTOR, for and in consideration of mutual covenants hereinafter set forth, agree and bind themselves and their respective heirs, executors, administrators, successors and assigns as follows:

Sec. 1. CONTRACTOR shall complete the Work as specified or indicated in the Contract Documents. CONTRACTOR shall furnish all materials, supplies, equipment, and labor and pay labor of all laborers, subcontractors, teamsters, truck drivers, teams and wagons employed, and owners of equipment used on the Work..

Sec. 2. The Contract Documents shall consist of the following component parts.

Project Title Plans

Table of Contents

List of Drawings

Bidding Requirements

Bidder's Affidavit

Invitation to Bid

Instructions to Bidders

Quality Assurance Plan Specification

Bid Form and Unit Prices

Bid Bond

Contracting Requirements

Agreement

Performance and Maintenance Bond

Payment Bond

Insurance Certificate

Affidavit of Enrollment in Federal Work Authorization Program and E-Verify

Certificate of Owner's Attorney

General Contract Conditions

Supplementary Conditions

Missouri Prevailing Wage Info and Forms

Annual Wage Order No. 23

Missouri Revised Statutes and Code of State Regulations

Missouri Project Exemption Certificate

Request for Interpretation

Change Order

**Notice to Proceed
Notice of Award**

Technical Specifications

Refer to APWA Standard Specifications and Design Criteria

Division 1 General Requirements

Sec. 3. OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount equal to the sum of the amounts determined below (the Contract Price) _____

(Words)	six hundred thirty two thousand, three hundred fifty five and 00/100 dollars	\$632,355.00 (Figures)
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Sec. 4. CONTRACTOR agrees to begin the Work promptly upon the date stated in the "Notice to Proceed" and to complete the Work within the times specified in the Contract Documents, unless further time is granted by OWNER.

Sec. 5. CONTRACTOR agrees and guarantees that the Work herein mentioned shall be constructed without further compensation than that provided for in the Contract Documents. The acceptance of the Work done hereunder and payment therefore shall not be held to prevent the maintenance of an action on CONTRACTOR's bonds for failure to construct said Work in accordance with the Contract Documents.

Sec. 6. Retainage under this AGREEMENT, if any, shall be specified in the Contract Documents.

Sec. 7. CONTRACTOR agrees and guarantees to make good, at its own expense and in accordance with the instructions of OWNER, any and all faulty or defective material or workmanship which may appear in the Work in accordance with and during the period stated by the Contract Documents.

Sec. 8. CONTRACTOR, and as necessary and appropriate it's Surety, guarantees to: 1) well and truly perform the covenants contained in the Contract Documents, and 2) pay for the Work and all materials, labor of all laborers, Subcontractors, teamsters, truck drivers, teams and wagons employed, and owners of equipment used on the Work, and for all materials used herein. If the cost of the Work including the cost of performing and furnishing labor, or of furnishing or incorporating equipment and materials is not paid in full by CONTRACTOR, then CONTRACTOR'S Surety will pay for said Work including labor, use of equipment and materials, or any part thereof which is not paid by CONTRACTOR, within the time stated and in accordance with the conditions provided in Surety's Payment Bond, which is attached and incorporated herein by reference. This provision shall entitle any and all laborers, truck drivers, teamsters and owners of trucks, teams and wagons who may do Work, and parties who may furnish equipment or materials, on or for the improvement to be made under this AGREEMENT, to sue and recover from Surety the amount due or unpaid to them by CONTRACTOR. CONTRACTOR, and as necessary and appropriate it's Surety, shall well and faithfully perform each and all the terms and agreements in the Contract Documents.

Sec. 9. CONTRACTOR, and as necessary and appropriate it's Surety, agrees that no change, extension of time, alteration or additions to the terms of the Contract Documents or to the

Work to be performed thereunder, not including Work to be performed beyond the sum of the Contract Price, shall in any way affect Surety's obligations on its Bonds. Regarding Work beyond the sum of the Contract Price, CONTRACTOR shall notify Surety of said Work. Work beyond the sum of the Contract Price shall not be approved by OWNER unless and until CONTRACTOR'S Surety provides written approval to OWNER and CONTRACTOR.

Sec. 10. The OWNER and CONTRACTOR hereto agree that this AGREEMENT in all things shall be governed by the laws of the State of Missouri.

Sec. 11. The CONTRACTOR, and their subcontractor(s) if any, agrees to comply with all applicable federal and state laws and regulations, non-discrimination employment requirements, labor requirements, occupational safety requirements, and local ordinances.

Sec. 12. All of the provisions of this AGREEMENT shall be severable. In the event that any provision of this AGREEMENT is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this AGREEMENT shall be valid unless the court finds the valid provisions of this AGREEMENT are so essentially and inseparably connected with and so dependent upon the invalid provisions that it cannot be presumed that the parties to this AGREEMENT could have included the valid provisions without the invalid provisions; or unless the court finds that the valid provisions, standing alone, are incapable of being performed in accordance with the intentions of the parties.

Sec. 13. The CONTRACTOR expressly warrants that they have employed no third person or party to solicit or obtain this AGREEMENT on their behalf. Breach of this warranty shall constitute adequate cause for the annulment of this AGREEMENT by the OWNER.

Sec. 14. This AGREEMENT shall be binding upon all Parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, CONTRACTOR and OWNER's authorized representative have hereunto set their hands and seals respectively, in execution of this Contract.

CONTRACTOR

Name, address, e-mail address and facsimile number of CONTRACTOR

I hereby certify that I have authority to execute this document on behalf of CONTRACTOR.

By: _____
Printed Name: _____
Title: _____

Attested By: _____
Printed Name: _____
Title: _____
(Attach corporate seal if applicable)

BELTON, MISSOURI

Address and facsimile number of City department

Public Works Department

City Hall Annex

520 Main Street

Belton, Missouri 64012

Fax: (816) 322-6973

By:

Printed Name: Jeff Davis

Title: Mayor

Attested By:

Printed Name: Patti Ledford

Title: City Clerk

(Attach Seal)

I hereby certify that there is a balance, otherwise unencumbered, to the credit of the appropriation to which the foregoing expenditure is to be charged, and a cash balance, otherwise unencumbered, in the treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation hereby incurred.

By:

Printed Name: Sheila Erzen

Title: Finance Director, City of Belton, MO

SECTION XII

A



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: 1/24/17

DIVISION: Community Development

COUNCIL: Regular Meeting Work Session Special Session

<input 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 checked="" type="checkbox"/> Discussion	<input type="checkbox"/> FYI/Update	<input type="checkbox"/> Presentation	<input type="checkbox"/> Both Readings

ISSUE/RECOMMENDATION:

See attached email, map, and letter from Mr. Todd Christy requesting a lot line adjustment.

PROPOSED CITY COUNCIL MOTION:

Per UDC 34-34, the City Council may instruct the Planning Commission to hold a public hearing to consider the vacation of any public easement or right-of-way.

BACKGROUND:

From the UDC:

Sec. 34-33. - Petition required.

Whenever any person, persons or entity's desire to have vacated any public squares, public parks, streets, avenues, alleys, or other highways, or any part thereof, such persons, persons or entity shall petition the city council, giving a distinct description of the property to be vacated, which petition shall be filed with the city clerk for delivery to the city council at their next regular meeting.

Sec. 34-34. - Hearing on petition.

Upon any request, **the city council may instruct the planning commission to hold a public hearing to consider the vacation of any public easement or right-of-way.** Such public hearing shall be duly advertised and all property owners abutting such easements or rights-of-way and all utility agencies or companies using such easements shall be notified of such proposed vacation at least 14 days prior to the scheduled hearing. The city council, after receiving a recommendation from the planning commission, vacate such easements or rights-of-way; however, no easement may be vacated if any official protest is received from any utility which has lines contained within such easement.

Sec. 34-35. - Action on petition.

If no opposition is made to such petition at the hearing, the city council may vacate the same with such restrictions and reservations as it deems in the best interest for the public good. If opposition shall be made to the petition by any person or persons owning property abutting on such square, park, street, avenue, alley or highway, the city council may, if it deems advisable,

overrule such objection and grant the prayer of the petition or deny the petition or order further hearings into the matter.

STAFF RECOMMENDATION, ACTION, AND DATE:

Staff recommends instructing the Planning Commission to hold a public hearing to consider the vacation. The next Planning Commission meeting will be a special meeting on Wednesday, February 22, 2017.

Todd Christy
412 Bradford Ln
Belton, MO
12/29/2016

Belton City Council
506 Main St
Belton, MO 64012

Dear Belton City Council:

Thank you in advance for your time and consideration. My wife and I have been citizens of Belton since moving to Ridge Dr in 2007. We have greatly enjoyed living in Belton so when we started looking for a new home for our growing family, we looked solely at homes in Belton. In September we purchased a home at 412 Bradford Ln. When purchasing the home on Bradford Ln we were told that the property line for the back of the property extended to an easement six feet from a creek in a wooded area that stretches the northern part of the property. However, when we had a survey completed so that we could purchase a fence the survey showed that the property line left the wooded area entering the yard towards our house. I have included a picture (on page 2 and 3) from the county assessor's website. As you can see in the picture the property line is not following the tree line nor the creek but instead bends towards the house leaving approximately 15 feet of grassed area. This piece of the yard has been maintained by the previous owners and us since we purchased the house. We have also planted flowers and completed other improvements to this area unknowing that it was not our property. I humbly ask and petition that the point that I highlighted in yellow on the picture be adjusted 15 feet to the northwest. This will match the tree line and will allow us to include the landscaping that we have completed to lie within the planned fence line. It will also allow me to continue to maintain the full yard in regards to mowing, weeding, and limb removal.

At the request of Melinda Bolling, I have utilized some additional tools available on the Cass County website to display the area of the yard in question. Also using the website, I was able to determine the new property line lengths (referencing picture on page 3). As you can see the lengths of the property lines change very little (59.17 to 58.038 and 120.24 to 122.769) but instead of the property line bending towards the house and extending into the yard the property line proposed would more precisely follow the tree line. The square footage in question according to the website is approximately 1,460 sq. ft.

I also request that a beneficial decision be made regarding the line adjustment in a timely manner as I wish to have the fence installed prior to the ground fully freezing. I would again like to thank you for the time and consideration in this matter.

Sincerely,

Todd Christy



