



**CITY OF BELTON
CITY COUNCIL
REGULAR MEETING
TUESDAY, JUNE 13, 2017 – 7:00 P.M.
CITY HALL ANNEX
520 MAIN STREET
AGENDA**

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

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

A. Motion approving the minutes of the May 23, 2017, City Council Regular Meeting.

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B. Motion approving Resolution R2017-19:

A resolution reappointing Michael Thompson and Ronald Branau to the Enhanced Enterprise Zone Board.

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C. Motion approving the purchase of a 2017 Ford F350 1 Ton, Regular Cab, 4x4, from Joe Machens Ford Lincoln in Columbia, MO for \$29,381 and approving an equipment purchase for the truck for \$22,352.70 for a total of \$51,733.70 for the Transportation Department.

This purchase is within budget.

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D. Motion approving the purchase of a 2018 Ford F150 ½ Ton, Super Cab, 4x4, from Joe Machens Ford Lincoln in Columbia, MO for \$26,584 for the Water Services Department.

This purchase is within budget.

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E. Motion approving the purchase of a 2018 Ford F150 ½ Ton, Regular Cab, 4x4, from Joe Machens Ford Lincoln in Columbia, MO for \$24,794 for the Water Services Department.

This purchase is within budget.

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- F. **Motion approving the purchase of a 2017 Ford F350 1 Ton, Regular Cab, 4x4, from Joe Machens Ford Lincoln in Columbia, MO for \$29,381 and approving an equipment purchase for the truck for \$22,352.70 for a total of \$51,711.70 for the Water Services Department.**

This purchase is within budget.

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V. PERSONAL APPEARANCES

VI. ORDINANCES

- A. Motion approving final reading of Bill No. 2017-64:
An ordinance authorizing and approving the first amendment to the Tax Increment Financing contract between the City of Belton and I-49 Investors, LLC for implementation of redevelopment project 1 of the Cedar Tree Tax Increment Financing plan.
- B. Motion approving final reading of Bill No. 2017-65:
An ordinance amending Chapter 30 – Signs, Section 3 – Permits Required and Appendix A – Schedule of Fees and Charges, Part II of the Unified Development Code to consolidate and reflect sign permit fees.
- C. Motion approving final reading of Bill No. 2017-66:
An ordinance amending the Unified Development Code Chapter 10, Article III, Sections 91 and 96 and amending the Code of Ordinances Chapter 14, Article I, Section 6 to consolidate and revise the duties and authorities of the building official for nuisance, building code and property maintenance violations.
- D. Motion approving final reading of Bill No. 2017-67:
An ordinance amending the Unified Development Code Chapter 10, Article I, Section 2; Article III, Section 97; and amend Chapter 2, Article V, Section 119 to revise and clarify the appropriate appeal board for nuisance, building code and property maintenance violations.
- E. Motion approving final reading of Bill No. 2017-68:
An ordinance amending the Unified Development Code Chapter 28 – Performance Standards, Section 8 – Fences. Item (a) (1) to amend and revise the regulations on fences.
- F. Motion approving first reading of Bill No. 2017-69:
An ordinance approving a third amendment to the Intergovernmental Cooperative Agreement between the City of Belton, Missouri and the Belton-Cass Regional Transportation Development District.

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VII. RESOLUTIONS

A. Motion approving Resolution R2017-20:

A RESOLUTION APPROVING AN APPLICATION AND AGREEMENT FOR AMERICAN PUBLIC WORKS ASSOCIATION (APWA) RE-ACCREDITATION OF THE CITY OF BELTON'S PUBLIC WORKS DEPARTMENT.

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B. Motion approving Resolution R2017-21:

A RESOLUTION APPROVING A COLLECTIVE BARGAINING AGREEMENT OF ARTICLES IV, XII, XIII, XVI, XX, XXII, XXV, AND APPENDICES C AND E BETWEEN THE CITY OF BELTON AND LOCAL NO. 42 – INTERNATIONAL ASSOCIATION OF FIREFIGHTERS.

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VIII. CITY COUNCIL LIAISON REPORTS

IX. MAYOR'S COMMUNICATIONS

X. CITY MANAGER'S REPORT

XI. MOTIONS

XII. OTHER BUSINESS

XIII. ADJOURN

SECTION IV

A

**CITY OF BELTON
CITY COUNCIL
PUBLIC HEARING & REGULAR MEETING
MAY 23, 2017
CITY HALL ANNEX, 520 MAIN STREET
BELTON, MISSOURI**

Mayor Pro Tem Fletcher called the public hearing to order at 7:00 P.M.

*Mayor Pro Tem Fletcher said item 5 is being removed from the public hearing and not being discussed tonight as it is going back to the Planning Commission. It needs to be reviewed one more time.

This public hearing was held to receive public input on the following text amendments to the Unified Development Code of the City of Belton.

1. To amend Sign Permit fees within Section 30-3 & Appendix A
2. To define the Building Official's role and responsibilities
3. To define the appropriate appeals board as it relates to Nuisance, Building Code, and Property Maintenance Code issues
4. To remove the requirement for surveys for residential fence installation
5. *Removed - To increase the percentage of driveway area located in a cul-de-sac from 35% to 50%

Being no input the hearing was declared close at 7:02 P.M.

Mayor Pro Tem Fletcher called the regular meeting to order at 7:02 P.M.

Councilman Peek led the Pledge of Allegiance to the Flag.

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

CONSENT AGENDA:

It was noted there was a scrivener's error on the Park Board resolution of existing Board members showing Kevin Murphy and it should have read George Shrum.

Councilman Savage moved to approve the consent agenda consisting of a **motion approving the minutes of the May 9, 2017, City Council Regular Meeting; a motion approving the April 2017 Municipal Police Judge's Report;** a motion approving Resolution R2017-17: **a resolution reappointing Marvin Mickelson and appointing Barbara Miller and David Daniels to the Municipal Park Board; and a motion approving Resolution R2017-18: a resolution appointing Melvin Anderson, Gary Mallory, Tom MacPherson, and Steve Peterson to the Building and Fire Prevention Codes Board of Adjustment.** Councilman Peek seconded. All present voted in favor. Mayor Davis and Councilman Lathrop absent. Consent agenda approved.

PERSONAL APPEARANCES:

David Hicks - 413 Commercial Street, was present to ask the Council's assistance for him and his neighbors to get the property at 401 Commercial Street cleaned up and brought up to codes in compliance with the City. He said he and his neighbors have an easement to access the ally way and it is typically blocked by dumpsters and broken down vehicles. He and David Saultz have talked to property owner and were informed he didn't want anyone using the easement. Mr. Hicks said he was excited to hear of the hiring of Jim Brown, Certified Building Official. He has been looking for solutions since October last year and Mr. Brown had him fill out a citizen complaint form. This property is located one block off Main Street and is an eyesore. There are many violations - the list is numerous. He said he was urged by two councilmen to come before the council. He said he has pictures if the Council would like to see them.

Mayor Pro Tem Fletcher said we are taking this serious and will be looking into it.
Ms. Barton said we will pass along any pictures to the code enforcement officer.

ORDINANCES:

Patti Ledford, City Clerk gave the final reading of Bill No. 2017-52: **An ordinance approving an amendment to the City's zoning map for a 1.49-acre tract of land located at 512 Bong Avenue, Belton, Cass County, Missouri from C-2 (general commercial) to PR (parks, recreation, and public use) district.** Presented by Councilman Trutzel, seconded by Councilman Peek. The Council was polled and the following vote recorded: Ayes: 7, Councilmen Savage, Newell, Peek, Mayor Pro Tem Fletcher, Councilmen Finn, Trutzel, and VanWinkle; Noes: None; Absent: 2, Mayor Davis and Councilman Lathrop. Bill No. 2017-52 was declared passed and in full force and effect as Ordinance No. 2017-4354, subject to Mayoral veto.

Ms. Ledford gave the final reading of Bill No. 2017-53: **An ordinance authorizing and approving a first amendment to the lease agreement between the Belton Community Projects, Inc. and the City of Belton, Missouri to provide opportunities to sublease the old city hall to both for-profit and not-for-profit entities for public purposes.** Presented by Councilman Newell, seconded by Councilman Peek. The Council was polled and the following vote recorded; Ayes: 7, Councilmen Newell, Finn, Trutzel, Mayor Pro Tem Fletcher, Councilmen VanWinkle, Peek, and Savage; Noes: None; Absent: 2, Mayor Davis and Councilman Lathrop. Bill No. 2017-53 was declared passed and in full force and effect as Ordinance No. 2017-4355, subject to Mayoral veto.

Ms. Ledford gave the final reading of Bill No. 2017-54: **An ordinance authorizing the City of Belton, Missouri through its fire department to purchase an annual software license agreement platform with Target Solutions Learning, LLC for online training and tracking of all departmental training of the fire department.** Presented by Councilman Trutzel, seconded by Councilman Peek. The Council was polled and the following vote recorded; Ayes: 7, Councilmen Trutzel, Savage, Lathrop, Newell, Mayor Pro Tem Fletcher, Councilmen VanWinkle, Finn, and Peek; Noes: None; Absent: 2, Mayor Davis and Councilman Lathrop. Bill No. 2017-54 was declared passed and in full force and effect as Ordinance No. 2017-4356, subject to Mayoral veto.

Ms. Ledford gave the final reading of Bill No. 2017-55: **An ordinance authorizing and approving the City of Belton, Missouri through its fire department to enter into an agreement for new apparatus garage bay doors for fire station #1 with Mr. Door, Inc.,**

Belton, Missouri. Presented by Councilman Finn, seconded by Councilman Peek. The Council was polled and the following vote recorded; Ayes: 7, Councilmen Peek, VanWinkle, Savage, Newell, Finn, Mayor Pro Tem Fletcher, Trutzel; Noes: None; Absent: 2, Mayor Davis and Councilman Lathrop. Bill No. 2017-55 was declared passed and in full force and effect as Ordinance No. 2017-4357, subject to Mayoral veto.

Ms. Ledford gave the final reading of Bill No. 2017-56: **An ordinance authorizing and directing the Mayor to execute the Seventh Amendment to the Redevelopment Agreement between the City of Belton, Missouri and Group Belton, LLC for implementation of the Y Highway Market Place Tax Increment Financing Redevelopment Plan, as amended.** Presented by Councilman Trutzel, seconded by Councilman Savage. The Council was polled and the following vote recorded; Ayes: 7, Councilmen Finn, Peek, Trutzel, Mayor Pro Tem Fletcher, Councilmen VanWinkle, Newell, and Savage ; Noes: None; Absent: 2, Mayor Davis and Councilman Lathrop. Bill No. 2017-56 was declared passed and in full force and effect as Ordinance No. 2017-4358, subject to Mayoral veto.

Ms. Ledford gave the final reading of Bill No. 2017-57: **An ordinance approving the petition for and establishing the Y Belton Two Community Improvement District.** Presented by Councilman Peek, seconded by Councilman Savage. The Council was polled and the following vote recorded; Ayes: 7, Councilman Savage, Peek, Newell, Finn, Mayor Pro Tem Fletcher, Councilmen Trutzel, and VanWinkle; Noes: None; Absent: 2, Mayor Davis and Councilman Lathrop. Bill No. 2017-57 was declared passed and in full force and effect as Ordinance No. 2017-4359, subject to Mayoral veto.

Ms. Ledford gave the final reading of Bill No. 2017-58: **An ordinance approving a cooperative agreement by and among the City of Belton, Missouri, Y Belton Two Community Improvement District, and Y Belton, LLC.** Presented by Councilman Savage, seconded by Councilman Peek. The Council was polled and the following vote recorded; Ayes: 7, Councilman Newell, Trutzel, Finn, Mayor Pro Tem Fletcher, Councilmen VanWinkle, Peek, and Savage; Noes: None; Absent: 2, Mayor Davis and Councilman Lathrop. Bill No. 2017-58 was declared passed and in full force and effect as Ordinance No. 2017-4360, subject to Mayoral veto.

Ms. Ledford read Bill No. 2017-62: **An ordinance authorizing and approving a Public Services Agreement between the City of Belton, Missouri and Belton Community Projects, Inc. to provide public services support for the Belton Community Days in Belton, Missouri in June 2017.** Presented by Councilman Trutzel, seconded by Councilman Peek. Vote on the first reading was recorded with all present voting in favor. Mayor Davis and Councilman Lathrop absent. **Councilman Finn moved to hear the final reading.** Councilman Peek seconded. All present voted in favor. Mayor Davis and Councilman Lathrop absent. The final reading was read. Presented by Councilman Trutzel seconded by Councilman Peek. The Council was polled and the following vote recorded; Ayes: 7, Councilmen Finn, Trutzel, Savage, Newell, Mayor Pro Tem Fletcher, Councilmen VanWinkle, and Peek; Noes: None; Absent: 2, Mayor Davis and Councilman Lathrop. Bill No. 2017-62 was declared passed and in full force and effect as Ordinance No. 2017-4361, subject to Mayoral veto.

Ms. Ledford read Bill No. 2017-63: **An ordinance approving the final plat of North Scott Dollar General addition, a 1.05-acre tract of land in the northeast ¼ of section 2, township 46, range 33, located at 1508 North Scott Avenue, in the city of Belton, Cass County, Missouri.** Presented by Councilman Trutzel, seconded by Councilman Peek. A scrivener's error was noted on the address it should be 1508⁷ not 1504. Vote on the first reading was recorded

with all present voting in favor. Mayor Davis and Councilman Lathrop absent. **Councilman Newell moved to hear the final reading.** Councilman Peek seconded. All present voted in favor. Mayor Davis and Councilman Lathrop absent. The final reading was read. Presented by Councilman Trutzel, seconded by Councilman Peek. The Council was polled and the following vote recorded; Ayes: 7, Mayor Pro Tem Fletcher, Councilmen Finn, Trutzel, Newell, VanWinkle, Peek, and Savage; Noes: None; Absent: 2, Mayor Davis and Councilman Lathrop. Bill No. 2017-63 was declared passed and in full force and effect as Ordinance No. 2017-4362, subject to Mayoral veto.

Ms. Ledford read Bill No. 2017-64: **An ordinance authorizing and approving the first amendment to the Tax Increment Financing contract between the City of Belton and I-49 Investors, LLC for implementation of redevelopment project 1 of the Cedar Tree Tax Increment Financing plan.** Presented by Councilman Trutzel, seconded by Councilman Peek. Vote on the first reading was recorded with all present voting in favor. Mayor Davis and Councilman Lathrop absent. First reading passed.

Ms. Ledford read Bill No. 2017-65: **An ordinance amending Chapter 30 – Signs, Section 3 – Permits Required and Appendix A – Schedule of Fees and Charges, Part II of the Unified Development Code to consolidate and reflect sign permit fees.** Presented by Councilman Finn, seconded by Councilman Trutzel. Vote on the first reading was recorded with all present voting in favor. Mayor Davis and Councilman Lathrop absent. First reading passed.

Ms. Ledford read Bill No. 2017-66: **An ordinance amending the Unified Development Code Chapter 10, Article III, Sections 91 and 96 and amending the Code of Ordinances Chapter 14, Article 1, Section 6 to consolidate and revise the duties and authorities of the building official for nuisance, building code and property maintenance violations.** Presented by Councilman Newell, seconded by Councilman Peek. Vote on the first reading was recorded with all present voting in favor. Mayor Davis and Councilman Lathrop absent. First reading passed.

Ms. Ledford read Bill No. 2017-67: **An ordinance amending the Unified Development Code Chapter 10, Article I, Section 2; Article III, Section 97; and amend Chapter 2, Article V, Section 119 to revise and clarify the appropriate appeal board for nuisance, building code and property maintenance violations.** Presented by Councilman Peek, seconded by Councilman Savage. Vote on the first reading was recorded with all present voting in favor. Mayor Davis and Councilman Lathrop absent. First reading passed.

Ms. Ledford read Bill No. 2017-68: **An ordinance amending the Unified Development Code Chapter 28 – Performance Standards, Section 8 – Fences. Item (a) (1) to amend and revise the regulations on fences.** Presented by Councilman Finn, seconded by Councilman Savage. Ms. Barton noted a clarification this is as it relates to residential fencing. Vote on the first reading was recorded with all present voting in favor. Mayor Davis and Councilman Lathrop absent. First reading passed.

CITY COUNCIL LIAISON REPORTS:

Councilman Peek announced Kids Night Out on May 27 will be a rock around the clock 50's party; registration at High Blue Wellness Center.

Summerfest is June 2 at Memorial Park and it is a Park and City joint effort and replaces the citizen's appreciation day. It will be from 5:00 P.M. to 10:00 P.M. There will be food trucks, music, bounce house, beer garden and free concert.

The Tree Board and Arboretum committee met and are developing a one year plan and 3-5 year long-range plan with the help of a facilitator and the Park Department is also getting together with the Master Gardeners Club of Cass County to see how to improve the green house.

Mayor Pro Tem Fletcher said there is a new Facebook page - Enjoy Belton – by the Park/Chamber of Commerce. There are a lot of ball tournaments this weekend and it directs people to restaurants, hotel, Main Street antique shops and other information about Belton and encouraged people to go out and like the page.

MAYOR'S COMMUNICATIONS:

Mayor Pro Tem Fletcher said the Public Works Department had a great luncheon today and thanked them for the invitation. It was a good meal and good time to sit and get to know people in public works.

Mayor Pro Tem Fletcher announced that Al kipper passed away a couple of days ago. He was a developer in town.

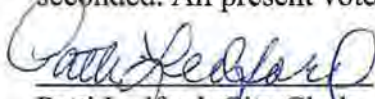
CITY MANAGER'S REPORT:

Michael Doi, Public Works Director, announce the hiring of the new transportation superintendent Monte Johnson. Mr. Johnson currently serves as a construction technician but is serving in both roles right now. Ms. Barton said she is looking forward to things happening in the transportation department.

OTHER BUSINESS:

Councilman Trutzel said he is back on the band wagon. It is time the City looks at its ordinances as to why the City can't clean up the semi-trailers on Commercial and why they are allowed to repair the tractor trailers outside the building instead of inside the building. He would like to look at what other cities are doing to eliminate that situation and check the ordinances in Raymore, Peculiar and Grandview.

Being no further business, Councilman Finn moved to adjourn at 7:25 P.M. Councilman Savage seconded. All present voted in favor. Mayor Davis and Gary Lathrop absent. Meeting adjourned.


Patti Ledford, City Clerk

Jeff Davis, Mayor

SECTION IV

B

R2017-19

A RESOLUTION REAPPOINTING MICHAEL THOMPSON AND RONALD BRANAN TO THE ENHANCED ENTERPRISE ZONE BOARD.

WHEREAS, the City of Belton established the Enhanced Enterprise Zone Board on June 23, 2009, by resolution R2009-25; and

WHEREAS, Michael Thompson's and Ronald Branán's terms expire June 23, 2017; and

WHEREAS, Michael Thompson and Ronald Branán are hereby reappointed to serve on the Enhanced Enterprise Zone Board until June 23, 2022.

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

<u>NAME</u>	<u>TERM</u>
Dave Clark	June 23, 2018 representing the City of Belton
Tom MacPherson	June 23, 2018 representing the City of Belton
Dr. Andrew Underwood	June 23, 2019 representing Belton School District
Dennis Williamson	June 23, 2019 representing Cass County, Missouri
William Keeney	June 23, 2021 representing the City of Belton
Michael Thompson	June 23, 2022 representing the City of Belton
Ronald Branán	June 23, 2022 representing the City of Belton

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

Duly read and passed this 13th day of June, 2017,

Mayor Jeff Davis

ATTEST:

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

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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton, Missouri, and that the foregoing Resolution was regularly introduced at a regular meeting of the City Council held on the 13th day of June, 2017, and adopted at a regular meeting of the City Council held the 13th day of June, 2017 by the following vote, to-wit:

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

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

SECTION IV

C



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: June 13, 2017

DIVISION: Transportation

COUNCIL: Regular Meeting Work Session Special Session

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

ISSUE/RECOMMENDATION:

Truck #10, 2002 Chevrolet Silverado 2500 ¾ Ton, was put into service in 2002. Per the Vehicle Equipment Replacement Program (VERP) criteria this vehicle should be replaced and is budgeted by Transportation FY2018. This vehicle needs to be replaced with a larger 1 ton truck to assist with daily street maintenance and snow removal operations.

This bid was prepared using the Missouri Department of Transportation cooperative contract. Each dealership's base model and option packages were cross referenced before selecting a dealership for quoting needs.

PROPOSED CITY COUNCIL MOTION:

Approve the purchase of a 2017 Ford F350 1 Ton, Regular Cab, 4 x 4, from Joe Machens Ford Lincoln in Columbia, MO for \$29,381.00 and approve the equipment purchase for this vehicle specifically of a Dump Body Bed, Snow Plow Blade 8.5 ft. Pro Plus and, a 4.5 cubic yard electric salt spreader from Knapheide Truck Equipment in Jefferson City, MO for \$22,352.70 for a total purchase price of \$51,733.70. Upon the replacement of a vehicle service truck, approve the disposal/sale of the current Truck #10, 2002 Chevrolet Silverado 2500 ¾ Ton, through Affiliated Auctioneers.

BACKGROUND:

Truck #10 has come to the end of its useful life. This vehicle is currently being used as a vehicle service truck until a replacement is purchased. The VERP program removed this vehicle from fleet because of age and mechanical limits. This vehicle needs to be replaced with a larger 1 ton truck to assist with daily street maintenance and snow removal operations.

IMPACT/ANALYSIS:

FINANCIAL IMPACT

Contractor:	Joe Machens Ford Lincoln	
Amount of Request/Contract:	\$	51,733.70 = (2017 F 350 1 ton)
Amount Budgeted:	\$	60,000.00
Funding Source:	225-0000-495-7400	
Additional Funds:	\$	n/a
Funding Source:	n/a	
Encumbered:	\$	n/a
Funds Remaining:	\$	\$8,266.30

STAFF RECOMMENDATION, ACTION, AND DATE:

Approve the purchase of a 2017 Ford F350 1 ton, Regular Cab, 4 x 4, from Joe Machens Ford Lincoln in Columbia, MO for \$29,381.00. Approve the equipment purchase for this vehicle specifically of a Dump Body Bed, Snow Plow Blade 8.5 ft. Pro Plus and, a 4.5 cubic yard electric salt spreader from Knapheide Truck Equipment in Jefferson City, MO for \$22,352.70 for a total purchase price is \$51,733.70. Upon the replacement of a vehicle service truck, approve the disposal/sale of the current Truck #10 through Affiliated Auctioneers.

LIST OF REFERENCE DOCUMENTS ATTACHED:

- Joe Machens Ford Lincoln Quote
- Knapheide Truck Equipment Quote
- Missouri Department of Transportation Bidder List

JM JOE MACHENS FORD LINCOLN

1911 W. Worley • Columbia, MO 65203 • (573) 445-4411 • (800) 745-4454 • www.machens.com

May 8, 2017

Contract # 3-170105TV

City of Belton

Subject: Joe Machens Proposal on a 2017 Ford F-350 Chassis Regular Cab 4x4, 60" cab to axle

To: Whom it May Concern;

As per the requested quote on a 2017 Ford F-350 Chassis Regular Cab, Joe Machens Ford proposes the following. The Ford F350 includes the factory standard options. This proposed unit also has the standard options from the state contract and others as noted below.

Item #7 Price – Dealer Code – Option, Included Equipment

\$35,658 – F3H – 2017 Ford F350 (F3H)	Air Conditioning
Regular Cab	LH & RH Manual Mirrors
Dual Rear Wheels	All Season Tires plus spare (512)
4 Wheel Drive	Standard GVWR
6.7L Diesel Engine (99T)	4 wheels disc brakes – ABS
60" Cab to Axle (145)	Cruise control and Tilt (525)
Chassis Cab	Vinyl Flooring
Standard Rear Axle	Vinyl Seats 40/20/40 (AS)
Automatic Transmission 6 speed	Back Up Alarm (76C)

Delete Standard Equipment (Price – Dealer Code – Option):

(-\$150) – (-512) – Spare Tire Delete
(-\$175) – (-525) – Cruise Control Delete

Add Optional Equipment (Price – Dealer Code – Option):

\$80 – 473 – Snow Plow Prep Pkg
\$841 – 90L – Power Equipment Group
\$332 – X4N – Limited Slip Axle
\$0 – 66S – Upfitter Switches
\$295 – 7U/18B – Running Boards
(-\$7,500) – 7Z/996 – 6.2L V8 in lieu of Diesel Engine
\$0 – Z1 – Exterior Color: White
\$50 – DEL – Delivery/Fees

Optional equipment from Knapheide (Price – Dealer Code – Option):

TBD – KNAP – Knapheide quote TBD

Total

\$29,381

Joe Machens Ford appreciates your business and we look forward to servicing your needs in the future. Any questions should be directed to Kelly Sells, Fleet Department Manager.

Thanks,



Kelly Sells
Fleet Manager, Joe Machens Ford, 573-445-4411, ksells@machens.com





Knapheide Truck Equipment
 6603 Business 50 West
 Jefferson City MO 65109
 Phone: 573-893-5200
 Fax: 573-893-5344
 www.jeffcity.knapheide.com

QUOTATION

Quote ID: GH00000651

Page 1 of 3

Customer: JOE MACHENS FORD LINCOLN MERC
 P O BOX 1078
 1911 W WORLEY
 COLUMBIA MO 65205-1078

Quote Number: GH00000651

Quote Date: 5/8/2017

Quote valid until: 6/7/2017

Contact:

Phone: 800-745-4454
Fax: 1-573-446-7242

Prepared ghamilton

By:

Salesperson: DAN RANABARGAR

PO#:

Make: FORD	Model:	Year:	Single/Dual:
Cab Type:	Wheelbase:	Cab-to-Axle: 60.0	VIN:

QTY	PART NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT
1	KNAP KDBDS916A	3.2 YD DUMP BODY 60 CA, CAB CHASSIS w/34" Frames → WITH DROP SIDES BULKHEAD HEIGHT 22 LENGTH 108 WIDTH 87 → SIDE HEIGHT 16 GENERAL • Light Duty, Contractor's Dump Body, for use on single axle, one-ton trucks. • Available in both fixed or drop side construction. • Sloped Run Boards. • Floor is 7 ga HRCQ. • Bulkhead is 10 ga., tail gate is double paneled 10 and 12ga, and sides are double paneled made of 12 ga., all High Tensile Steel. • Long sills are 7" trapezoidal style and accept scissors type hoist. • Pockets on top of sides for extension (cheater) boards. • Double acting 10 ga. tailgate with spreader chains and quick release top pins. • Tailgate release is positive locking with dump handle at left front corner of body. • Standard, LED clearance, marker and RID lights provided to meet FMVSS 108. • 100% fully solid welded construction. • Body and sides are E-Coat primed. Body is fully undercoated. HEADBOARD • One piece 10 ga. high tensile, 2 bend top rail, 2-1/4" wide with 1-1/2" return flange. • Fully boxed corner posts and full width reinforcement rib for added rigidity. • Integrated Cab Protector mounting pockets. FLOOR • Two piece 7ga. high tensile, full seam welded. • Sloped floor to side interface to reduce material adhesion on sides. SIDES • Sides are slam-style with center mounted release handle and heavy duty	\$8,480.00	\$8,480.00

KNAPHEIDE

SINCE 1848

Knapheide Truck Equipment
 6603 Business 50 West
 Jefferson City MO 65109
 Phone: 573-893-5200
 Fax: 573-893-5344
 www.jeffcity.knapheide.com

QUOTATION

Quote ID: GH00000651

Page 2 of 3

QTY	PART NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT
		rotary latches. (Drop sides only) • Reinforced with a 4-1/2"x 9-1/2" formed rear corner post from top of tailgate to bottom of crossmember. • Pockets provided front and rear for 2x6 extension (cheater) boards. • Drop sides are removable for easy service and replacement. (No cutting required.) TAILGATE AND HARDWARE • Formed two piece construction: seamless outer 12ga. Panel and single piece 10 ga. inner wall. • Top hinge member is 1-1/4" diameter quick-release mechanism for dropping gate from top. • Lower latch hardware is overhead hook type latch with 1-1/8" inch diameter pin, 3/4" thick latch. • 5/16" inch spreader chain supplied with length sufficient to support tailgate in horizontal position. TAIL GATE RELEASE SYSTEM • Mechanical, positive locking operating handle at left front by driver's door. • 3/4" diameter cross shafts (front and rear) and 1/2" diameter operating rod running longitudinally down street side. • Safety restraining ring provided at the handle. • Multiple grease points throughout system. (Grease zerks provided.) UNDERSTRUCTURE • Crossmember-less construction • Long sills are 7" trapezoidal style, full length of body, with internal anti-corrosion coating. • Rear member is 7" deep, of 10 ga. construction, full width of body		
1	KNAP KCP-025S17A-P	CAB PROTECTOR, QUARTER 17"H, PRIME, STRAIGHT 3-4 YRD, FORD/DODGE/GM	\$0.00	\$0.00
1	KNAP KHA-1520SF-ED	HOIST ELEC/DA 11' DUMP BODY, CAPACITY: 8.6 TONS	\$0.00	\$0.00
1	BUYE 405BZ	BRACKETs, (PR) ANTI SAIL	\$0.00	\$0.00
1	ECCO 510	Alarm: Back-up 97dB 12VDC	\$0.00	\$0.00
585	OUTS PAINT	PAINTING	\$0.00	\$0.00
1	BUYE 1809061A	PLATE HITCH FORD 2-1/2 RECEIV ER	\$625.00	\$625.00
2	BUYE B40	D-RING 5/8 dia3inX3in FORGED W BRACKET	\$0.00	\$0.00
1	REES 118015	CHEVY OR FORD 7 WIRE PLUG OEM WIRING ON VEHICLE	\$0.00	\$0.00
1	REES 83504	ULTRA BRAKEMAN 4 BRAKE CONTROL REPLACES PART # 83520	\$0.00	\$0.00
1	BUYE DTB102	RETENTION BOW KIT DUMP TARP RO	\$64.50	\$64.50
1	BUYE DTR7015	TARP ROLLER KIT DUMP 7R X 15f	\$422.80	\$422.80
1	WS 76974	BLADE ASSY 8.5 PRO PLUS W/QUAD	\$5,685.00	\$5,685.00
1	WS 31270	MOUNT KIT FOR 2017 FORD S-DUTY F250-F-350	\$0.00	\$0.00
1	WS 75700	BIG BOX ASSY PRO PLUS UT2 OLD NUMBER WS 75800	\$0.00	\$0.00
1	WS 73973	HEADLIGHT HARNESS KIT FOR H-13	\$0.00	\$0.00



Knapheide Truck Equipment
 6603 Business 50 West
 Jefferson City MO 65109
 Phone: 573-893-5200
 Fax: 573-893-5344
 www.jeffcity.knapheide.com

QUOTATION

Quote ID: GH00000651

Page 3 of 3

QTY	PART NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT
		QUAD HEADLIGHTS		
1	WS 69826-1	RELAY HARNESS FOR HBE/H11 HEAD LIGHT ON 13 DODGE	\$0.00	\$0.00
1	WS 29760-2	UPDATED SOFT START MODULE	\$0.00	\$0.00
1	WS 96900	CONTROL, MUX JS - WP FOR HTS 1/2 TON PLOW	\$0.00	\$0.00
→ 1	WS 99039	9'SS 4.5 CU YD ELEC SPREADER	\$6,965.00	\$6,965.00
4	BUYE B40	D-RING 5/8 dia3inX3in FORGED W BRACKET MOUNTED IN DUMP BED FOR SALT SPREADER	\$27.60	\$110.40
2	BOOM SRI2430F1W.1236	1/2" 24X30 WITH LOGO MUDFLAPS	\$0.00	\$0.00
			Quote Total:	\$22,352.70
			Discount:	\$0.00
			Total Due(Sales tax not included):	\$22,352.70

The following options may be added:

QTY	PART NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT
1	KNAP TBU3618A	TOOL BOX ASSY TBU3618A BLACK Overall Length----- 36.12" Overall Height----- 18.25" Overall Depth----- 18.00" Toolbox Painted ---- Black Box Construction---- 14 Ga. 2-sided galvaneal continuous Door hinge - All stainless STEEL continuous hinges with 1/8" pin provides corrosion protection and pry-proof security. Door Latch, Paddle Handle Rotary Latch Door Construction -- 20 Ga. two-sided galvaneal double panel with hat section reinforcement. Door Seals----- Automotive type continuous hollow neoprene installed on door frame.	\$443.40	\$443.40
1	BUYE 1701010	BRACKET MOUNTING KIT 3inX18inX 24	\$56.90	\$56.90

Customer must fill out the information below before the order can be processed...

Accepted by:	
Date:	
P.O. number:	

- ◆ Terms are Due Upon Receipt unless prior credit arrangements are made at the time of order.
- ◆ Options and Quoted Items do NOT include applicable Sales Tax.
- ◆ If a pool chassis is being held that is associated with this quotation, the pool truck will be held for a maximum of 72 hours from the time of this quotation.

Notes:
 MODOT BID 3-170105TV

Missouri Department of Transportation
RFB 3-170105TV Medium Duty Vehicles
Multiple Award

ITEM # 4 - New standard equipped 2017 or Newer Model Regular Cab 1 Ton Pickup

VENDOR:	Blue Springs Ford	Bommarito Ford with Drake Scruggs	Bommarito Ford with Knapheide	Bommarito Ford with Kranz	Bommarito Ford with Riechers	Broadway Ford with Kahn	Broadway Ford with Knapheide
	CAPACITIES & PRICES	CAPACITIES & PRICES	CAPACITIES & PRICES	CAPACITIES & PRICES	CAPACITIES & PRICES	CAPACITIES & PRICES	CAPACITIES & PRICES
MAKE/MODEL	FORD/F350 XL	Ford F-350 DRW	Ford F-350 DRW	Ford F-350 DRW	Ford F-350 DRW	FORD	FORD
GVWR	10,000/10,300/14,000	14,000	14,000	14,000	14,000	10,000	10,000
GAS MPG CITY / HWY	N/A	N/A	N/A	N/A	N/A	N/A	N/A
E-85 Compatible (Y/N)	Y	Yes	Yes	Yes	Yes	YES	YES
Engine Size/HP	6.2L/385	6.2/385	6.2/385	6.2/385	6.2/385	6.2L	6.2L
Tire Size	LT245/76RX 17E	LT245/17	LT245/17	LT245/17	LT245/17	LT245R17	LT245R17
Bed Length	8'	8'	8'	8'	8'	8'	8'
BASE PRICE 2WD/F BOX/SRW	\$ 24,162.00	\$ 24,395.00	\$ 24,395.00	\$ 24,395.00	\$ 24,395.00	\$ 25,277.00	\$ 25,277.00
BASE PRICE 2WD/F BOX/DRW	\$ 24,436.00	\$ 24,622.00	\$ 24,622.00	\$ 24,622.00	\$ 24,622.00	\$ 25,580.00	\$ 25,580.00
BASE PRICE 4WD/F BOX/SRW	\$ 25,619.00	\$ 26,190.00	\$ 26,190.00	\$ 26,190.00	\$ 26,190.00	\$ 26,983.00	\$ 26,983.00
BASE PRICE 4WD/F BOX/DRW	\$ 27,291.00	\$ 27,817.00	\$ 27,817.00	\$ 27,817.00	\$ 27,817.00	\$ 28,422.00	\$ 28,422.00
OPTION 4A Ext. Color Highway Yellow	\$ 790.00	\$ 835.00	\$ 835.00	\$ 835.00	\$ 835.00	\$ 695.00	\$ 695.00
OPTION 4B 2 Full length cab steps or running boards	\$ 304.00	\$ 445.00	\$ 445.00	\$ 445.00	\$ 445.00	\$ 295.00	\$ 295.00
OPTION 4C Optional Rear Axle Ratio	N/A	N/A	N/A	N/A	N/A	N/A	
OPTION 4D Limited Slip Rear Axle	\$ 371.00	\$ 390.00	\$ 390.00	\$ 390.00	\$ 390.00	\$ 359.00	\$ 359.00
OPTION 4E Commercial grade spray on bed lining	\$ 695.00	\$ 496.00	\$ 495.00	\$ 495.00	\$ 495.00	\$ 450.00	\$ 456.00
OPTION 4F Blendsmith Capability	\$ 815.00	\$ 640.00	\$ 640.00	\$ 640.00	\$ 640.00	\$ 599.00	\$ 599.00
OPTION 4G Additional set of keys	\$ 75.00	\$ 375.00	\$ 375.00	\$ 375.00	\$ 375.00	\$ 138.00	\$ 138.00
OPTION 4H Standard diesel engine in lieu of gasoline engine	\$ 8,305.00	\$ 8,795.00	\$ 8,795.00	\$ 8,795.00	\$ 8,795.00	\$ 8,092.00	\$ 8,092.00
% of Onboard Option ¹	5%	3%	3%	3%	3%	15%	15%
STD BED (DAYS)	90-90	90-120	90-120	90-120	90-120	150	160

Broadway Ford with Kranz	Broadway Ford with Riechera	Dave Sinclair Ford with Knapheide	Joe Machens Ford with Knapheide	Joe Machens Ford with Kranz	Lou Fusz Ford	Republic Ford Inc. with Knapheide	Shawnee Mission Ford with Knapheide
CAPACITIES & PRICES	CAPACITIES & PRICES	CAPACITIES & PRICES	CAPACITIES & PRICES	CAPACITIES & PRICES	CAPACITIES & PRICES	CAPACITIES & PRICES	CAPACITIES & PRICES
FORD	FORD	FORD F-350	Ford F350 Regular Cab	Ford F350 Regular Cab	Ford F350	Ford F-350	F-350 Regular Cab
10,000	10,000	10000-10300 SRW 14000 DRW	Varies, see below	Varies, see below	10,000	10,000 (4x2), 10,300 (4x4)	SRW 10000 DRW 14000
N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
YES	YES	Y	Yes	Yes	Yes	yes	G FFV
6.2L	6.2L	6.2L 385 HP	6.2L V8 / 385 HP	6.2L V8 / 385 HP	6.2L FFV V-8 / 385 HP	6.2L 385 HP	6.2L 385 HP
LT245R17	LT245R17	LT245/75R 17E	LT245/75R17E BSW - 4x2	LT245/75R17E BSW - 4x2	LT245/75R17	LT245/17 AS	LT245/75R17E BSW A/S
8'	8'	8'	8'	8'	8'	8'	8'
\$ 25,277.00	\$ 25,277.00	\$ 24,636.00	\$ 24,273.00	\$ 24,273.00	\$ 24,390.00	\$ 24,777.00	\$ 24,292.00
\$ 25,580.00	\$ 25,580.00	\$ 24,912.00	\$ 24,549.00	\$ 24,549.00	\$ 24,941.00	\$ 25,053.00	\$ 24,538.00
\$ 26,863.00	\$ 26,863.00	\$ 26,093.00	\$ 25,730.00	\$ 25,730.00	\$ 25,918.00	\$ 26,234.00	\$ 25,719.00
\$ 28,422.00	\$ 28,422.00	\$ 27,765.00	\$ 27,402.00	\$ 27,402.00	\$ 27,984.00	\$ 27,808.00	\$ 27,391.00
\$ 685.00	\$ 685.00	\$ 681.00	\$ 780.00	\$ 780.00	\$ 643.00	TBD	SRW 9735
\$ 295.00	\$ 295.00	\$ 273.00	\$ 295.00	\$ 295.00	\$ 320.00	\$ 295.00	SRW \$295
		N/A	N/A	N/A	N/A	\$ 358.00	DRW \$332
\$ 359.00	\$ 359.00	\$ 392.00	\$ 359.00	\$ 359.00	\$ 300.00	\$ 358.00	SRW \$309
\$ 456.00	\$ 475.00	\$ 422.00	\$ 458.00	\$ 456.00	\$ 395.00	\$ 458.00	\$ 465.00
\$ 589.00	\$ 586.00	\$ 545.00	\$ 589.00	\$ 589.00	\$ 640.00	\$ 589.00	\$ 589.00
\$ 138.00	\$ 138.00	\$ 60.00	\$ 150.00	\$ 150.00	\$ 175.00	\$ 80.00	\$100 Chp Key
\$ 8,092.00	\$ 8,092.00	\$ 7,810.00	\$ 7,909.00	\$ 7,909.00	\$ 8,795.00	\$ 8,092.00	\$8,092 / 383 Engine Block Heater
15%	15%	10%	5%	5%	2%	5%	5%
150	150	90	90-120	90-120	90-120	90-120	90-120

SECTION IV

D



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: June 13, 2017

DIVISION: Water Services

COUNCIL: Regular Meeting Work Session Special Session

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

ISSUE/RECOMMENDATION:

Truck #9, 2000 GMC 1500 ½ Ton, was put into service in 2000. This vehicle has been removed from fleet because of expensive mechanical failures. Per the Vehicle Equipment Replacement Program (VERP) criteria, this vehicle should be replaced and is jointly budgeted by Water Services FY2018. This vehicle needs replaced to assist with the water and waste water daily operations.

This bid was prepared using the Missouri Department of Transportation cooperative contract. Each dealership's base model and option packages were cross referenced before selecting a dealership for quoting needs. Some vehicle models have been changed from 2017 to 2018 models at no additional cost per manufacturer.

PROPOSED CITY COUNCIL MOTION:

Approve the purchase of a 2018 Ford F150 ½ Ton, Super Cab (small 4 door), 4 x 4, from Joe Machens Ford Lincoln in Columbia, MO for \$26,584.00 and approve the disposal/sale of Truck #9, 2000 GMC 1500 ½ ton, through Affiliated Auctioneers.

BACKGROUND:

Truck #9 has come to the end of its useful life. This vehicle is out of service for the safety of users. The breaking system and undercarriage are to the point that performing proper repairs and upgrades would be too expensive to justify. The VERP program removes this vehicle from fleet because of age and mechanical limits. This vehicle needs replaced to assist with the water and waste water daily operations.

IMPACT/ANALYSIS:

FINANCIAL IMPACT

Contractor:	Joe Machens Ford Lincoln		
Amount of Request/Contract:	\$	26,584.00 = (2018 Ford 150 ½ Ton Super Cab-Small 4-Door 4x4	
Amount Budgeted:	\$	35,000.00	
Funding Source:		660-0000-495-7400 = \$17,500.00	
Additional Funds:	\$		
Funding Source:	\$	662-0000-495-7400 = \$17,500.00	
Additional Funds:	\$		
Funds Remaining:	\$	Acct. 660 = \$4,208.00; Acct. 662 = \$4,208.00	

STAFF RECOMMENDATION, ACTION, AND DATE:

Approve the purchase of a 2018 Ford F150 ½ Ton, Super Cab (small 4 door), 4 x 4, from Joe Machens Ford Lincoln in Columbia, MO for \$26,584.00 and approve the disposal/sale of the current Truck #9 through Affiliated Auctioneers.

LIST OF REFERENCE DOCUMENTS ATTACHED:

- Joe Machens Ford Lincoln Quote
- Missouri Department of Transportation Bidder List

JOE MACHENS FORD LINCOLN

1911 W. Worley • Columbia, MO 65203 • (573) 445-4411 • (800) 745-4454 • www.machens.com

May 2, 2017

Contract # 3-161115TV

City of Belton

Subject: Joe Machens Proposal on a 2017 Ford F150, Super Cab (small 4 door)

To: Whom it May Concern;

As per the requested quote on a 2017 Ford F150, Regular Cab, Joe Machens Ford proposes the following. The Ford F150 includes the factory standard options. This proposed unit also has the standard options from the state contract and others as noted below.

Item #4 Price – Dealer Code – Option, Included Equipment

\$21,937 – X1C – 2017 Ford 150	10 Ply Tires plus spare (T7C)
Super Cab (X1C)	Standard GVWR
2 Wheel Drive	4 wheels disc brakes – ABS
2.7L V6 EcoBoost Engine (99P)	Cruise control and Tilt (50S)
Long Bed – 8' (163)	Power Windows & Locks (85A)
Standard Rear Axle	Daytime Running Lights (STD)
Automatic Transmission 6 speed	Vinyl Flooring
Air Conditioning	Vinyl Seats 40/20/40 (AG)
LH & RH Manual Mirrors	

Delete Standard Equipment (Price – Dealer Code – Option):

(-\$200) – (-T7C) – 265/70R 17 OWL tires (4 ply) (4x4) in lieu of LT245/70R17E BSW tires (10 ply)

Add Optional Equipment (Price – Dealer Code – Option):

\$342 – 68P/924/57Q – Snow Plow Prep Pkg. (reqs. and incl. rear window defroster and privacy glass)
\$330 – 4A/53A/67T – Towing Pkg, incl. trans. Cooler and receiver hitch
\$736 – 4E/99F – 5.0L V8 Engine in lieu of Std 3.5L V6
\$231 – 4F/18B – Running Boards
(-\$265) – 4G/145 – Short Bed (6.5') in lieu of Long Bed (8')
\$3,023 – 4M/X1E – 4wd in lieu of 2wd
\$450 – 4XA/REC – Spray Liner
\$0 – YZ – Exterior Color: Oxford White
\$0 – DEL – Delivery

Total

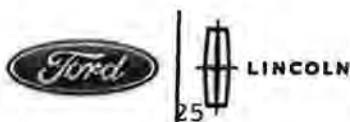
\$26,584 (with all options listed)

Joe Machens Ford appreciates your business and we look forward to servicing your needs in the future. Any questions should be directed to Kelly Sells, Fleet Department Manager.

Thanks,



Kelly Sells
Fleet Manager
Joe Machens Ford
573-445-4411, ksells@machens.com



Missouri Department of Transportation
RFB 3-161116TV Light Duty Vehicles
Multiple Award

ITEM # 4 - New standard equipped 2017 or Newer Half-Ton 4 x 2 Extended Cab Pickup Truck

	VENDORS								
	Blue Springs Ford Sales	Bommarito Ford	Broadway Ford Truck Sales	Dave Sinclair Ford	Joe Machens Ford Lincoln	Loe Fusz Ford	Midway Ford Truck Center	Republic Ford Lincoln	Shawnee Mission Ford
MAKE/MODEL	Ford F-150 XL	Ford F-150	Ford F150	Ford F-150	Ford F-150	Ford F-150	Ford F-150	Ford F-150 XL	Ford F-150 Super Cab 4x2
GVWR	6500	6500	6500	6500	6500	6500	7050	6500	6500
GAS MPG CITY / HWY	19/24	19/24	18/26	19/24	19/24	19/26	19/26	19/26	19/24
E-65 Compatible (Y/N)	N	N	N	N	N	N	Y	N	N
Engine Size/HP	2.7 / 325	2.7 / 325	2.7 / 325	2.7 / 325	2.7 / 325	2.7 / 325	2.7 / 325	2.7 / 325	2.7 / 325
Trailer Size	LT245/70R17E	245/70R17E	P245/70R17	LT245/70R17E	LT245/70R17E	245/70R17	LT245/70R17E	LT245/70R17E	LT245/70R17E
Bed Length	8'	8'	8'	8'	8'	8'	8'	8'	8'
BASE PRICE	\$ 22,025.00	\$ 22,186.00	\$ 22,820.00	\$ 22,201.00	\$ 21,937.00	\$ 22,075.00	\$ 23,200.00	\$ 22,475.00	\$ 21,876.00
OPTION 4A Tow Prep	\$ 732.00	\$ 495.00	\$ 709.00	\$ 230.00	\$ 330.00	\$ 490.00	\$ 495.00	\$ 495.00	\$ 709.00
OPTION 4B Trailer Type Mirrors (ELO Std)	\$ 1,012.00	\$ 395.00	\$ 364.00	\$ 525.00	\$ 525.00	\$ 565.00	\$ 90.00	\$ 525.00	\$ 525.00
OPTION 4C Ext. Color Highway Yellow	\$ 786.00	\$ 995.00	\$ 691.00	\$ 881.00	\$ 827.00	\$ 822.00	\$ 827.00	\$ 895.00	\$ 727.00
OPTION 4D Alternate larger V8 gasoline engine	\$ 1,710.00	\$ 1,800.00	\$ 1,196.00			\$ 2,080.00	\$ 1,300.00	\$ 1,000.00	\$ -
OPTION 4E Alternate larger V8 gasoline engine	\$ 760.00	\$ 1,000.00	\$ 736.00	\$ 982.00	\$ 736.00	\$ 1,090.00	\$ 800.00	\$ 800.00	\$ -
OPTION 4F Cab Steps / Run Boards	\$ 238.00	\$ 250.00	\$ 231.00	\$ 213.00	\$ 231.00	\$ 245.00	\$ 250.00	\$ 250.00	\$ 231.00
OPTION 4G Short Bed in lieu of 8' bed	\$ (302.00)	\$ (870.00)	\$ (1,054.00)	\$ (980.00)	\$ (265.00)	\$ (302.00)	\$ (1,000.00)	\$ (302.00)	\$ (900.00)
OPTION 4H Opt. Rear Axle Ratio			\$ -				\$ -	\$ -	\$ -
OPTION 4I Limited Slip Rear Axle	\$ 369.00	\$ 420.00	\$ 387.00	\$ 525.00	\$ 925.00	\$ 565.00	\$ 570.00	\$ 570.00	\$ -
OPTION 4J Auxiliary Upfitter Switches			\$ -				\$ 350.00	\$ -	\$ -
OPTION 4K Bluetooth Capability	\$ 398.00	\$ 420.00	\$ 387.00	\$ 358.00	\$ 387.00	\$ 100.00	\$ 1,300.00	\$ 387.00	\$ 387.00
OPTION 4L Additional Key Set	\$ 175.00	\$ 295.00	\$ 165.00	\$ 80.00	\$ 150.00	\$ 250.00	\$ 300.00	\$ 150.00	\$ -
OPTION 4M 4WD in lieu of 2WD	\$ 3,672.00	\$ 4,180.00	\$ 2,953.00		\$ 3,021.00	\$ 3,670.00	\$ 4,000.00	\$ 3,872.00	\$ -
OPTION 4N 10 Ply Area T/O of 6 ply Area	\$ -	\$ -	\$ 272.00	\$ -	\$ -	\$ 700.00	\$ 295.00	\$ -	\$ -
% off MSRP (MSRP)	5%	3%	12%	10%	5%	2%	5%	0%	10%
STD MSRP (MSRP)	90-120	90-120	120	80	70-100	90	90	90-120	90-120

SECTION IV

E



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: June 13, 2017

DIVISION: Water Services

COUNCIL: Regular Meeting Work Session Special Session

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

ISSUE/RECOMMENDATION:

Car #73, 2004 Ford Crown Victoria, was put into service in 2004. Per the Vehicle Equipment Replacement Program (VERP) criteria, this vehicle should be replaced and is jointly budgeted by Water Services FY2018. This vehicle needs to be replaced with a ½ ton truck to assist with water and waste water daily operations.

This bid was prepared using the Missouri Department of Transportation cooperative contract. Each dealership's base model and option packages were cross referenced before selecting a dealership for quoting needs.

PROPOSED CITY COUNCIL MOTION:

Approve the purchase of a 2018 Ford F150 ½ ton, Regular Cab, 4 x 4, from Joe Machens Ford Lincoln in Columbia, MO for \$24,794.00 and approve the disposal/sale of the current Car #73, 2004 Ford Crown Victoria, through Affiliated Auctioneers.

BACKGROUND:

Car #73 has come to the end of its useful life. This vehicle continues to have more mechanical failures and isn't reliable when needed. The VERP program removes this vehicle from the fleet because of age and continued mechanical limits. This vehicle needs replaced with a ½ ton truck to assist with water and waste water daily operations.

IMPACT/ANALYSIS:

FINANCIAL IMPACT

Contractor:	Joe Machens Ford Lincoln	
Amount of Request/Contract:	\$	24,794.00 = (2018 F 150 Regular cab)
Amount Budgeted:	\$	25,000.00
Funding Source:	660-0000-495-7400 = \$12,500.00	
Additional Funds:	\$	
Funding Source:	662-0000-495-7400 = \$12,500.00	
Encumbered:	\$	
Funds Remaining:	\$	Acct. 660 = \$103.00, Acct. 662 = \$103.00

STAFF RECOMMENDATION, ACTION, AND DATE:

Approve the purchase of a 2018 Ford F150 ½ ton, Regular Cab, 4 x 4, from Joe Machens Ford Lincoln in Columbia, MO for \$24,794.00 and approve the disposal/sale of the current Car #73, 2004 Ford Crown Victoria, through Affiliated Auctioneers.

LIST OF REFERENCE DOCUMENTS ATTACHED:

- Joe Machens Ford Lincoln Quote
- Missouri Department of Transportation Bidder List

JOE MACHENS FORD LINCOLN

1911 W. Worley • Columbia, MO 65203 • (573) 445-4411 • (800) 745-4454 • www.machens.com

May 2, 2017

Contract # 3-161115TV

City of Belton

Subject: Joe Machens Proposal on a 2017 Ford F150, Regular Cab

To: Whom it May Concern;

As per the requested quote on a 2017 Ford F150, Regular Cab, Joe Machens Ford proposes the following. The Ford F150 includes the factory standard options. This proposed unit also has the standard options from the state contract and others as noted below.

Item #3 Price – Dealer Code – Option, Included Equipment

\$20,068 – F1C – 2017 Ford 150	10 Ply Tires plus spare (T7C)
Reg Cab	Standard GVWR
2 Wheel Drive	4 wheels disc brakes – ABS
3.5L V6 Engine (998)	Cruise control and Tilt (50S)
Long Bed – 8' (141)	Power Windows & Locks (85A)
Standard Rear Axle	Daytime Running Lights (STD)
Automatic Transmission 6 speed	Vinyl Flooring
Air Conditioning	Vinyl Seats 40/20/40 (AG)
LH & RH Manual Mirrors	

Delete Standard Equipment (Price – Dealer Code – Option):

(-\$200) – (T7C) – 265/70R 17 OWL tires (4 ply) (4x4) in lieu of LT245/70R17E BSW tires (10 ply)

Add Optional Equipment (Price – Dealer Code – Option):

\$342 – 68P/924/57Q – Snow Plow Prep Pkg. (reqs. and incl. rear window defroster and privacy glass)
\$1,468 – 3E/99F – 5.0L V8 Engine in lieu of Std 3.5L V6
\$231 – 3F/18B – Running Boards
(-\$265) – 3G/99F – Short Bed (6.5') in lieu of Long Bed (8')
\$2,700 – 3M/F1E – 4wd in lieu of 2wd
\$450 – 3XA/REC – Spray Liner
\$0 – YZ – Exterior Color: Oxford White
\$0 – DEL – Delivery

Total

\$24,794 (with all options listed)

Joe Machens Ford appreciates your business and we look forward to servicing your needs in the future. Any questions should be directed to Kelly Sells, Fleet Department Manager.

Thanks,



Kelly Sells
Fleet Manager
Joe Machens Ford
573-445-4411, ksells@machens.com



Missouri Department of Transportation
RFB 3-181115TV Light Duty Vehicles
Multiple Award

ITEM # 3 - New standard equipped 2017 or Newer Half-Ton 4 x 2 Regular Cab Pickup Truck

	VENDORS								
	Blue Springs Ford Sales	Bommarito Ford	Broadway Ford Sales	Dave Sinclair Ford	Joe Machers Ford Lincoln	Lou Fuaz Ford	Midway Ford Truck Center	Republic Ford Lincoln	Shesnee Mission Ford
MAKE/MODEL	Ford F-150 XL	Ford F-150	Ford F150	Ford F-150	Ford F-150	Ford F150	Ford F-150	Ford F150 XL	Ford F150
GWR	6100	6100	6100	6100	6100	6100	6100	6100	6100
GVWR	6100	6100	6100	6100	6100	6100	6100	6100	6100
0-60 MPH CITY / HWY	13/18	13/18	18/22	18/24	18/24	18/24	18/24	18/24	18/24
E-85 Compatible (Y/N)	Y	Y	Y	Y	Y	Y	Y	Y	Y
Engine Size/HP	3.5 / 282	3.5 / 282	3.5 / 262	3.5 / 282	3.5 / 282	3.5 / 282	3.5 / 282	3.5 / 282	3.5 / 282
Tire Size	LT245/70R17E	245/70/17E	P245/70R17	LT245/70R17E	LT245/70R17E	245/70R17	LT245/70R17E	LT245/70R17E	LT245/70R17E
Bed Length	8'	8'	8'	8'	8'	8'	8'	8'	8'
BASE PRICE	\$ 20,158.00	\$ 20,221.00	\$ 20,949.00	\$ 20,332.00	\$ 20,068.00	\$ 20,243.00	\$ 20,487.00	\$ 20,608.00	\$ 20,007.00
OPTION 3A Tow Pkg	\$ 732.00	\$ 495.00	\$ 709.00	\$ 230.00	\$ 330.00	\$ 490.00	\$ 495.00	\$ 495.00	\$ 709.00
OPTION 3B Trailer Type Mirrors (LO 360)		\$ 365.00	\$ 364.00	\$ 525.00	\$ 525.00	\$ 565.00	\$ 80.00	\$ 525.00	\$ 2,388.00
OPTION 3C Ext. Color Highway Yellow	\$ 785.00	\$ 695.00	\$ 661.00	\$ 661.00	\$ 827.00	\$ 822.00	\$ 827.00	\$ 895.00	\$ 727.00
OPTION 3D Alternative V6 gasoline engine	\$ 2,405.00	\$ 2,095.00	\$ 1,928.00	\$ 978.00		\$ 2,580.00	\$ 2,095.00	\$ 795.00	\$ 2,388.00
OPTION 3E Alternative V8 gasoline engine	\$ 1,515.00	\$ 1,595.00	\$ 1,488.00	\$ 1,390.00	\$ 1,468.00	\$ 1,580.00	\$ 1,500.00	\$ 1,595.00	\$ 1,468.00
OPTION 3F Cab Steps / Fiss Boards	\$ 238.00	\$ 260.00	\$ 231.00	\$ 213.00	\$ 231.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 231.00
OPTION 3G Short Bed in lieu of 8' bed	\$ (254.00)	\$ (250.00)	\$ (285.00)	\$ (265.00)	\$ (265.00)	\$ (285.00)	\$ (1,000.00)	\$ (285.00)	\$ (250.00)
OPTION 3H Opt. Rear Axle Ratio	\$ 78.00	\$ 80.00	\$ -	\$ 73.00		\$ -	\$ 80.00	\$ 80.00	\$ -
OPTION 3I Limited Slip Rear Axle	\$ 280.00	\$ 570.00	\$ 433.00	\$ 486.00	\$ 525.00	\$ 565.00	\$ 470.00	\$ 470.00	\$ -
OPTION 3J Auxiliary Upfitter Switches			\$ -				\$ 350.00	\$ -	\$ -
OPTION 3K Bluetooth Capability	\$ 386.00	\$ 420.00	\$ 387.00	\$ 358.00	\$ 387.00	\$ 100.00	\$ 1,305.00	\$ 387.00	\$ 387.00
OPTION 3L Additional Key Set	\$ 175.00	\$ 295.00	\$ 165.00	\$ 80.00	\$ 150.00	\$ 250.00	\$ 300.00	\$ 150.00	\$ -
OPTION 3M 4WD in lieu of 2WD	\$ 2,898.00	\$ 3,245.00	\$ 4,414.00	\$ 2,989.00	\$ 2,700.00	\$ 2,701.00	\$ 4,400.00	\$ 2,898.00	\$ 2,789.00
OPTION 3N 10 Ply tires ILO of 6 ply tires	\$ -	\$ -	\$ 272.00	\$ -	\$ -	\$ 700.00	\$ 295.00	\$ -	\$ -
% of Disposal Offered	5%	3%	12%	10%	5%	2%	5%	0%	10%
3TG MSRP (DAVIS)	80-120	90-120	120	90	70-100	90	90	90-120	90-120

SECTION IV

F



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: June 13, 2017

DIVISION: Water Services

COUNCIL: Regular Meeting Work Session Special Session

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

ISSUE/RECOMMENDATION:

Truck #41, 2001 Chevrolet S-10 ½ Ton, was put into service in 2001. This vehicle has been removed from fleet because of expensive mechanical failures. Per the Vehicle Equipment Replacement Program (VERP) criteria, this vehicle should be replaced and is jointly budgeted by Water Services FY2018. This vehicle needs to be replaced with a larger 1 ton truck to assist with daily water and sewer repairs. This larger vehicle will also be used to assist crews with winter weather snow removal operations.

This bid was prepared using the Missouri Department of Transportation cooperative contract. Each dealership's base model and option packages were cross referenced before selecting a dealership for quoting needs.

PROPOSED CITY COUNCIL MOTION:

Approve the purchase of a 2017 Ford F350 1 Ton, Regular Cab, 4 x 4, from Joe Machens Ford Lincoln in Columbia, MO for \$29,381.00 and approve the equipment purchase for this vehicle specifically of a Dump Body Bed, Snow Plow Blade 8.5 ft. Pro Plus and, a 4.5 cubic yard electric salt spreader from Knapheide Truck Equipment in Jefferson City, MO for \$22,352.70 for a total purchase price of \$51,733.70. Approve the disposal/sale of the current Truck #41, 2001 Chevrolet S-10 ½ Ton, through Affiliated Auctioneers.

BACKGROUND:

Truck #41 has come to the end of its useful life. This vehicle is out of service for major engine failure. The engine system is to the point that performing repairs and upgrades would be too expensive to justify. The VERP program removed this vehicle from fleet because of age and mechanical limits. This vehicle needs to be replaced with a larger 1 ton truck to assist with daily water and sewer repairs. This larger vehicle will be used to assist crews with winter weather snow removal operations.

IMPACT/ANALYSIS:

FINANCIAL IMPACT

Contractor:	Joe Machens Ford Lincoln		
Amount of Request/Contract:	\$	51,711.70	= (2017 F 350 1 ton)
Amount Budgeted:	\$	56,000.00	
Funding Source:		660-0000-495-7400 = \$28,000.00	
Additional Funds:	\$		
Funding Source:		662-0000-495-7400 = \$28,000.00	
Encumbered:	\$		
Funds Remaining:	\$	Acct. 660 = \$2,144.15, Acct. 662 = \$2,144.15	

STAFF RECOMMENDATION, ACTION, AND DATE:

Approve the purchase of a 2017 Ford F350 1 ton, Regular Cab, 4 x 4, from Joe Machens Ford Lincoln in Columbia, MO for \$29,381.00 and approve the equipment purchase for this vehicle specifically of a Dump Body Bed, Snow Plow Blade 8.5 ft. Pro Plus and, a 4.5 cubic yard electric salt spreader from Knapheide Truck Equipment in Jefferson City, MO for \$22,352.70 for a total purchase price of \$51,733.70. Approve the disposal/sale of the current Truck #41, 2001 Chevrolet S-10 ½ Ton, through Affiliated Auctioneers.

LIST OF REFERENCE DOCUMENTS ATTACHED:

- Joe Machens Ford Lincoln Quote
- Knapheide Truck Equipment Quote
- Missouri Department of Transportation Bidder List

JOE MACHENS FORD LINCOLN

1911 W. Worley • Columbia, MO 65203 • (573) 445-4411 • (800) 745-4454 • www.machens.com

May 8, 2017

Contract # 3-170105TV

City of Belton

Subject: Joe Machens Proposal on a 2017 Ford F-350 Chassis Regular Cab 4x4, 60" cab to axle

To: Whom it May Concern;

As per the requested quote on a 2017 Ford F-350 Chassis Regular Cab, Joe Machens Ford proposes the following. The Ford F350 includes the factory standard options. This proposed unit also has the standard options from the state contract and others as noted below.

Item #7 Price – Dealer Code – Option, Included Equipment

\$35,658 – F3H – 2017 Ford F350 (F3H)	Air Conditioning
Regular Cab	LH & RH Manual Mirrors
Dual Rear Wheels	All Season Tires plus spare (512)
4 Wheel Drive	Standard GVWR
6.7L Diesel Engine (99T)	4 wheels disc brakes – ABS
60" Cab to Axle (145)	Cruise control and Tilt (525)
Chassis Cab	Vinyl Flooring
Standard Rear Axle	Vinyl Seats 40/20/40 (AS)
Automatic Transmission 6 speed	Back Up Alarm (76C)

Delete Standard Equipment (Price – Dealer Code – Option):

(-\$150) – (-512) – Spare Tire Delete
(-\$175) – (-525) – Cruise Control Delete

Add Optional Equipment (Price – Dealer Code – Option):

\$80 – 473 – Snow Plow Prep Pkg
\$841 – 90L – Power Equipment Group
\$332 – X4N – Limited Slip Axle
\$0 – 66S – Upfitter Switches
\$295 – 7U/18B – Running Boards
(-\$7,500) – 7Z/996 – 6.2L V8 in lieu of Diesel Engine
\$0 – Z1 – Exterior Color: White
\$50 – DEL – Delivery/Fees

Optional equipment from Knapheide (Price – Dealer Code – Option):

TBD – KNAP – Knapheide quote TBD

Total

\$29,381

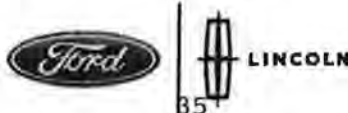
Joe Machens Ford appreciates your business and we look forward to servicing your needs in the future. Any questions should be directed to Kelly Sells, Fleet Department Manager.

Thanks,



Kelly Sells

Fleet Manager, Joe Machens Ford, 573-445-4411, ksells@machens.com





Knapheide Truck Equipment
 8603 Business 50 West
 Jefferson City MO 65109
 Phone: 573-893-5200
 Fax: 573-893-5344
 www.jeffcity.knapheide.com

QUOTATION

Quote ID: GH00000651

Page 1 of 3

Customer: JOE MACHENS FORD LINCOLN MERC
 P O BOX 1078
 1911 W WORLEY
 COLUMBIA MO 65205-1078

Quote Number: GH00000651
 Quote Date: 5/8/2017
 Quote valid until: 6/7/2017

Contact:
 Phone: 800-745-4454
 Fax: 1-573-446-7242

By: Prepared ghamilton
 Salesperson: DAN RANABARGAR
 PO#:

Make: FORD	Model:	Year:	Single/Dual:
Cab Type:	Wheel/base:	Cab-to-Axle: 60.0	VIN:

QTY	PART NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT
1	KNAP KDBDS916A	3.2 YD DUMP BODY 60 CA, CAB CHASSIS w/34" Frames → WITH DROP SIDES BULKHEAD HEIGHT 22 LENGTH 108 WIDTH 87 → SIDE HEIGHT 16 GENERAL • Light Duty, Contractor's Dump Body, for use on single axle, one-ton trucks. • Available in both fixed or drop side construction. • Sloped Run Boards. • Floor is 7 ga HRCQ. • Bulkhead is 10 ga., tail gate is double paneled 10 and 12ga, and sides are double paneled made of 12 ga., all High Tensile Steel. • Long sills are 7" trapezoidal style and accept scissors type hoist. • Pockets on top of sides for extension (cheater) boards. • Double acting 10 ga. tailgate with spreader chains and quick release top pins. • Tailgate release is positive locking with dump handle at left front corner of body. • Standard, LED clearance, marker and RID lights provided to meet FMVSS 108. • 100% fully solid welded construction. • Body and sides are E-Coat primed. Body is fully undercoated. HEADBOARD • One piece 10 ga. high tensile, 2 bend top rail, 2-1/4" wide with 1-1/2" return flange. • Fully boxed corner posts and full width reinforcement rib for added rigidity. • Integrated Cab Protector mounting pockets. FLOOR • Two piece 7ga. high tensile, full seam welded. • Sloped floor to side interface to reduce material adhesion on sides. SIDES • Sides are slam-style with center mounted release handle and heavy duty	\$8,480.00	\$8,480.00

KNAPHEIDE

SINCE 1848

Knapheide Truck Equipment
 6603 Business 50 West
 Jefferson City MO 65109
 Phone: 573-893-5200
 Fax: 573-893-5344
 www.jeffcity.knapheide.com

QUOTATION

Quote ID: GH00000651

Page 2 of 3

QTY	PART NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT
		rotary latches. (Drop sides only) • Reinforced with a 4-1/2"x 9-1/2" formed rear corner post from top of tailgate to bottom of crossmember. • Pockets provided front and rear for 2x6 extension (cheater) boards. • Drop sides are removable for easy service and replacement. (No cutting required.) TAILGATE AND HARDWARE • Formed two piece construction: seamless outer 12ga. Panel and single piece 10 ga. inner wall. • Top hinge member is 1-1/4" diameter quick-release mechanism for dropping gate from top. • Lower latch hardware is overhead hook type latch with 1-1/8" inch diameter pin, 3/4" thick latch. • 5/16" inch spreader chain supplied with length sufficient to support tailgate in horizontal position. TAIL GATE RELEASE SYSTEM • Mechanical, positive locking operating handle at left front by driver's door. • 3/4" diameter cross shafts (front and rear) and 1/2" diameter operating rod running longitudinally down street side. • Safety restraining ring provided at the handle. • Multiple grease points throughout system. (Grease zerks provided.) UNDERSTRUCTURE • Crossmember-less construction • Long sills are 7" trapezoidal style, full length of body, with internal anti-corrosion coating. • Rear member is 7" deep, of 10 ga. construction, full width of body		
1	KNAP KCP-025S17A-P	CAB PROTECTOR, QUARTER 17"H, PRIME, STRAIGHT 3-4 YRD, FORD/DODGE/GM	\$0.00	\$0.00
1	KNAP KHA-1520SF-ED	HOIST ELEC/DA 11' DUMP BODY, CAPACITY: 8.8 TONS	\$0.00	\$0.00
1	BUYE 405BZ	BRACKETS, (PR) ANTI SAIL	\$0.00	\$0.00
1	ECCO 510	Alarm: Back-up 97dB 12VDC	\$0.00	\$0.00
585	OUTS PAINT	PAINTING	\$0.00	\$0.00
1	BUYE 1809061A	PLATE HITCH FORD 2-1/2 RECEIVER	\$625.00	\$625.00
2	BUYE B40	D-RING 5/8 dia3inX3in FORGED W BRACKET	\$0.00	\$0.00
1	REES 118015	CHEVY OR FORD 7 WIRE PLUG OEM WIRING ON VEHICLE	\$0.00	\$0.00
1	REES 83504	ULTRA BRAKEMAN 4 BRAKE CONTROL REPLACES PART # 83520	\$0.00	\$0.00
1	BUYE DTB102	RETENTION BOW KIT DUMP TARP RO	\$64.50	\$64.50
1	BUYE DTR7015	TARP ROLLER KIT DUMP 7ft X 15ft	\$422.80	\$422.80
1	WS 76974	BLADE ASSY 8.5 PRO PLUS W/QUAD	\$5,685.00	\$5,685.00
1	WS 31270	MOUNT KIT FOR 2017 FORD S-DUTY F250-F-350	\$0.00	\$0.00
1	WS 75700	BIG BOX ASSY PRO PLUS UT2 OLD NUMBER WS 75600	\$0.00	\$0.00
1	WS 73973	HEADLIGHT HARNESS KIT FOR H-13	\$0.00	\$0.00



Knapheide Truck Equipment
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QUOTATION

Quote ID: GH00000651

Page 3 of 3

QTY	PART NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT
		QUAD HEADLIGHTS		
1	WS 69826-1	RELAY HARNESS FOR HBE/H11 HEAD LIGHT ON 13 DODGE	\$0.00	\$0.00
1	WS 29760-2	UPDATED SOFT START MODULE	\$0.00	\$0.00
1	WS 96900	CONTROL, MUX JS - WP FOR HTS 1/2 TON PLOW	\$0.00	\$0.00
1	WS 99039	9'SS 4.5 CU YD ELEC SPREADER	\$6,965.00	\$6,965.00
4	BUYE B40	D-RING 5/8 dia3inX3in FORGED W BRACKET MOUNTED IN DUMP BED FOR SALT SPREADER	\$27.60	\$110.40
2	BOOM SRI2430F1W.1238	1/2" 24X30 WITH LOGO MUDFLAPS	\$0.00	\$0.00
			Quote Total:	\$22,352.70
			Discount:	\$0.00
			Total Due(Sales tax not included):	\$22,352.70

The following options may be added:

QTY	PART NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT
1	KNAP TBU3618A	TOOL BOX ASSY TBU3618A BLACK Overall Length----- 36.12" Overall Height----- 18.25" Overall Depth----- 18.00" Toolbox Painted ---- Black Box Construction- --- 14 Ga. 2-sided galvaneal continuous Door hinge - All stainless STEEL continuous hinges with 1/8" pin provides corrosion protection and pry-proof security. Door Latch, Paddle Handle Rotary Latch Door Construction -- 20 Ga. two-sided galvaneal double panel with hat section reinforcement. Door Seals----- Automotive type continuous hollow neoprene installed on door frame.	\$443.40	\$443.40
1	BUYE 1701010	BRACKET MOUNTING KIT 3inX18inX 24	\$56.90	\$56.90

Customer must fill out the information below before the order can be processed...

Accepted by:	
Date:	
P.O. number:	

- ◆ Terms are Due Upon Receipt unless prior credit arrangements are made at the time of order.
- ◆ Options and Quoted Items do NOT include applicable Sales Tax.
- ◆ If a pool chassis is being held that is associated with this quotation, the pool truck will be held for a maximum of 72 hours from the time of this quotation.

Notes:
 MODOT BID 3-170105TV

Missouri Department of Transportation
RFB 3-170105TV Medium Duty Vehicles
Multiple Award

ITEM # 4 - New standard equipped 2017 or Newer Model Regular Cab 1 Ton Pickup

VENDOR:	Blue Springs Ford	Bommarito Ford with Drake Scuggs	Bommarito Ford with Knapfelde	Bommarito Ford with Kranz	Bommarito Ford with Riechers	Broadway Ford with Kahn	Broadway Ford with Knapfelde
	CAPACITIES & PRICES	CAPACITIES & PRICES	CAPACITIES & PRICES	CAPACITIES & PRICES	CAPACITIES & PRICES	CAPACITIES & PRICES	CAPACITIES & PRICES
MAKE/MODEL	FORD F350 XL	Ford F-350 DRW	Ford F-350 DRW	Ford F-350 DRW	Ford F-350 DRW	FORD	FORD
GWR	10,000/10,300/14,000	14,000	14,000	14,000	14,000	10,000	10,000
GAS MPG CITY / HWY	N/A	N/A	N/A	N/A	N/A	N/A	N/A
E-85 Compatible (Y/N)	Y	Yes	Yes	Yes	Yes	YES	YES
Engine Size/HP	6.2L/385	6.2/385	6.2/385	6.2/385	6.2/385	6.2L	6.2L
Tire Size	LT245/75R17E	LT245/17	LT245/17	LT245/17	LT245/17	LT245R17	LT245R17
Bed Length	8'	8'	8'	8'	8'	8'	8'
BASE PRICE 2WD/4WD BOX/DRW	\$ 24,162.00	\$ 24,395.00	\$ 24,395.00	\$ 24,395.00	\$ 24,395.00	\$ 25,277.00	\$ 25,277.00
BASE PRICE 2WD/4WD DRW	\$ 24,438.00	\$ 24,622.00	\$ 24,622.00	\$ 24,622.00	\$ 24,622.00	\$ 25,590.00	\$ 25,590.00
BASE PRICE 4WD/4WD BOX/DRW	\$ 25,619.00	\$ 26,190.00	\$ 26,190.00	\$ 26,190.00	\$ 26,190.00	\$ 26,983.00	\$ 26,983.00
BASE PRICE 4WD/4WD DRW	\$ 27,291.00	\$ 27,817.00	\$ 27,817.00	\$ 27,817.00	\$ 27,817.00	\$ 28,422.00	\$ 28,422.00
OPTION 4A Ext. Color Highway Yellow	\$ 793.00	\$ 835.00	\$ 835.00	\$ 835.00	\$ 835.00	\$ 680.00	\$ 685.00
OPTION 4B 2 Full length cab steps or running boards	\$ 304.00	\$ 445.00	\$ 445.00	\$ 445.00	\$ 445.00	\$ 295.00	\$ 295.00
OPTION 4C Optional Rear Axle Ratio	N/A	N/A	N/A	N/A	N/A	N/A	
OPTION 4D Limited Slip Rear Axle	\$ 371.00	\$ 390.00	\$ 390.00	\$ 390.00	\$ 390.00	\$ 359.00	\$ 359.00
OPTION 4E Commercial grade spray on bed lining	\$ 895.00	\$ 495.00	\$ 495.00	\$ 495.00	\$ 485.00	\$ 450.00	\$ 458.00
OPTION 4F Bluetooth Capability	\$ 815.00	\$ 640.00	\$ 640.00	\$ 640.00	\$ 640.00	\$ 589.00	\$ 588.00
OPTION 4G Additional set of keys	\$ 75.00	\$ 375.00	\$ 375.00	\$ 375.00	\$ 375.00	\$ 138.00	\$ 138.00
OPTION 4H Standard diesel engine in lieu of gasoline engine	\$ 8,356.00	\$ 8,795.00	\$ 8,795.00	\$ 8,795.00	\$ 8,795.00	\$ 8,082.00	\$ 8,082.00
% of Discount OR MSRP	5%	3%	3%	3%	3%	19%	19%
3TO AWC (MAX)	60-90	90-120	90-120	90-120	90-120	150	150

Broadway Ford with Kranz	Broadway Ford with Riechers	Dave Sinclair Ford with Knapheide	Joe Machens Ford with Knapheide	Joe Machens Ford with Kranz	Lou Fusz Ford	Republic Ford Inc. with Knapheide	Shawnee Mission Ford with Knapheide
CAPACITIES & PRICES	CAPACITIES & PRICES	CAPACITIES & PRICES	CAPACITIES & PRICES	CAPACITIES & PRICES	CAPACITIES & PRICES	CAPACITIES & PRICES	CAPACITIES & PRICES
FORD	FORD	FORD F-350	Ford F350 Regular Cab	Ford F350 Regular Cab	Ford F350	Ford F-350	F-350 Regular Cab
10,000	10,000	10000-10300 SRW 14000 DRW	Varies, see below	Varies, see below	10,000	10,000 (4x2), 10,300 (4x4)	SRW 10000 DRW 14000
N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
YES	YES	Y	Yes	Yes	Yes	yes	G FFV
6.2L	6.2L	6.2L 385 HP	6.2L V8 / 385 HP	6.2L V8 / 385 HP	6.2L FFV V-8 / 385 HP	6.2L 385 HP	6.2L 385 HP
LT245R17	LT245R17	LT245/75R 17E	LT245/75R17E B6W - 4x2	LT245/75R17E BSW - 4x2	LT245/75R17	LT245/17 AS	LT245/75R17E BSW A/S
8'	8'	8'	8'	8'	8'	8'	8'
\$ 25,277.00	\$ 25,277.00	\$ 24,638.00	\$ 24,273.00	\$ 24,273.00	\$ 24,880.00	\$ 24,777.00	\$ 24,282.00
\$ 25,590.00	\$ 25,590.00	\$ 24,912.00	\$ 24,549.00	\$ 24,549.00	\$ 24,941.00	\$ 25,053.00	\$ 24,538.00
\$ 26,883.00	\$ 26,983.00	\$ 26,093.00	\$ 25,730.00	\$ 25,730.00	\$ 25,918.00	\$ 26,234.00	\$ 25,719.00
\$ 28,422.00	\$ 28,422.00	\$ 27,785.00	\$ 27,402.00	\$ 27,402.00	\$ 27,984.00	\$ 27,806.00	\$ 27,391.00
\$ 685.00	\$ 685.00	\$ 681.00	\$ 780.00	\$ 780.00	\$ 643.00	TBD	SRW \$735
\$ 295.00	\$ 295.00	\$ 273.00	\$ 295.00	\$ 295.00	\$ 320.00	\$ 295.00	SRW \$295
		N/A	N/A	N/A	N/A	\$ 359.00	DRW \$332
\$ 359.00	\$ 359.00	\$ 332.00	\$ 359.00	\$ 359.00	\$ 360.00	\$ 358.00	SRW \$359
\$ 456.00	\$ 475.00	\$ 422.00	\$ 458.00	\$ 459.00	\$ 395.00	\$ 456.00	\$ 485.00
\$ 589.00	\$ 589.00	\$ 545.00	\$ 589.00	\$ 589.00	\$ 640.00	\$ 589.00	\$ 586.00
\$ 138.00	\$ 138.00	\$ 60.00	\$ 150.00	\$ 150.00	\$ 175.00	\$ 80.00	\$100 Chip Key
\$ 8,092.00	\$ 8,092.00	\$ 7,610.00	\$ 7,909.00	\$ 7,909.00	\$ 8,795.00	\$ 8,092.00	\$8,092 / 983 Engine Block Heater
15%	15%	10%	5%	5%	2%	5%	5%
150	150	80	90-120	90-120	90-120	90-120	90-120

SECTION VI

F

AN ORDINANCE APPROVING A THIRD AMENDMENT TO THE INTERGOVERNMENTAL COOPERATIVE AGREEMENT BETWEEN THE CITY OF BELTON, MISSOURI AND THE BELTON-CASS REGIONAL TRANSPORTATION DEVELOPMENT DISTRICT.

WHEREAS, the City of Belton and the Belton-Cass Regional Transportation Development District entered into an Intergovernmental Cooperative Agreement on May 14, 2013 under Ordinance No. 2013-3913; and

WHEREAS, the City of Belton and the Belton-Cass Regional Transportation Development District entered into a First Amendment to the Intergovernmental Cooperative Agreement on May 24, 2016 under Ordinance No. 2016- 4226; and

WHEREAS, the City of Belton and the Belton-Cass Regional Transportation Development District entered into a Second Amendment to the Intergovernmental Cooperative Agreement on December 20, 2016 under Ordinance No. 2016- 4294; and

WHEREAS, the District and City desire to amend Sections 3.1 A, 3.1 C and 3.3 D as well as Exhibit E-1 to the Agreement to clarify funding and administration of Phase I of the Mullen Road Transportation Project.

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

Section 1. That the City Council hereby authorizes and approves the Third Amendment to the Intergovernmental Cooperative Agreement herein attached and incorporated as **Exhibit “A”** to this ordinance to clarify funding and administration of Phase I of the Mullen Road Transportation Project.

Section 2. That the Mayor is authorized to sign the agreement on behalf of the City of Belton.

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

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

READ FOR THE FIRST TIME: June 13, 2017

READ FOR THE SECOND TIME AND PASSED:

Mayor Jeff Davis

Approved this ___ day of _____, 2017.

Mayor Jeff Davis

ATTEST:

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

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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the 13th day of June, 2017, and thereafter adopted as Ordinance No.2017-___ of the City of Belton, Missouri, at a regular meeting of the City Council held on the ___ day of _____, 2017, after the second reading thereof by the following:

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

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

BELTON-CASS REGIONAL TRANSPORTATION DEVELOPMENT DISTRICT

RESOLUTION NO. 2017:02

RESOLUTION AUTHORIZING EXECUTION OF THIRD AMENDMENT TO INTERGOVERNMENTAL COOPERATIVE AGREEMENT WITH CITY OF BELTON, MO

WHEREAS, the Belton-Cass Regional Transportation Development District (the "District") entered into an Intergovernmental Cooperative Agreement dated effective May 14, 2013 with the City of Belton, Missouri (the "City") (the "Agreement"); and

WHEREAS, the District entered into the First Amendment to Intergovernmental Cooperative Agreement dated effective April 19, 2016; and

WHEREAS, the District entered into the Second Amendment to Intergovernmental Cooperative Agreement dated effective November 15, 2016; and

WHEREAS, the District and the City desire to amend Sections 3.1A, 3.1C and 3.3D, as well as Exhibit E-1 of the Agreement, as more fully set forth in the Third Amendment to Intergovernmental Cooperative Agreement (the "Third Amendment") attached hereto and incorporated herein;

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Third Amendment is authorized and approved and that the proper officers of the District are authorized and directed to execute the Third Amendment, subject to such modifications as may be deemed necessary by the officers or by legal counsel for the District; and
2. The proper officers of the District are authorized to take any and all additional actions within their powers necessary to carry out the intent of this Resolution.

PASSED MAY 16, 2017

APPROVED:

Gary Mallory, Chairman

ATTEST:

Jeff Davis, Secretary



THIRD AMENDMENT
TO THE
INTERGOVERNMENTAL COOPERATIVE AGREEMENT
between the
CITY OF BELTON, MISSOURI,
and
BELTON-CASS REGIONAL TRANSPORTATION DEVELOPMENT DISTRICT
dated as of
_____, 2017

**THIRD AMENDMENT TO THE
INTERGOVERNMENTAL COOPERATIVE AGREEMENT**

THIS THIRD AMENDMENT TO THE INTERGOVERNMENTAL COOPERATIVE AGREEMENT ("Third Amended Agreement"), entered into as of this ___ day of _____, 2017, between the CITY OF BELTON, MISSOURI, a political subdivision of the State of Missouri ("City"), and the BELTON-CASS REGIONAL TRANSPORTATION DEVELOPMENT DISTRICT, a Missouri political subdivision and transportation development district ("District") (the City and the District are collectively referred to herein as the "Parties" and individually as "Party," as the context so requires).

RECITALS

WHEREAS, the City and the District desire to amend the Agreement to provide for administration of certain TDD project activities by the City.

AGREEMENT

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

Section 3.1A of the Agreement shall be amended as follows:

A. To the extent that the property necessary for the Transportation Project is not already within existing right-of-way controlled by the City, the City shall identify the property necessary to be acquired for the design and construction of all or any portion of the Transportation Project and the City shall acquire any such property within its jurisdiction for right-of-way and related easements in accordance with its acquisition powers and policies. **The Parties acknowledge that the City is currently acquiring right-of-way on behalf of and in the name of the District for Phase 1 of the Mullen Road Transportation Project. In order to complete the acquisition, the District shall pay to the City on or about June 20, 2017, \$220,000.00 for the City's use in completing Mullen Road Phase 1 right-of-way acquisition. In the event the cost of acquisition exceeds \$220,000.00, prior to incurring the additional expense, the City shall request District approval of the additional amount and thereafter the City shall invoice the District for the balance due and the District shall reimburse the City in a timely manner. If the cost of acquisition is less than \$220,000.00, the City may retain the balance and apply it to the amount owed to the City by the District, as provided in Exhibit E-1.** The City, utilizing its standard procedures, may hire appraisers, attorneys, engineers, surveyors, title companies or other professional consultants necessary to acquire the property by donation, negotiation, or eminent domain, as may be necessary, and shall be reimbursed for such costs by the District, subject to the District's prior written approval of such costs. Subject to City approval, the District may assist the City in the acquisition of the property necessary for the Transportation Project by acquiring property for right-of-way and related easements and transferring such property to the City in compliance with the Act. The District may hire appraisers, attorneys, engineers, surveyors, title companies or other professional consultants necessary to acquire the property by donation, negotiation, or eminent domain, as may be necessary, pursuant to the Act.

Section 3.1C of the Agreement shall be amended as follows:

C. The City, utilizing its standard procedures, shall contract for such engineering, survey, legal, and other professional service consultants for the design and construction of the Transportation Project as the City deems necessary or desirable in accordance with this Contract and Applicable Laws (the "Professional Services Contracts"). Prior to executing any Professional Services Contract for any phase of the Transportation Project, the City shall present to the District for approval a summary showing the cost of such service, identifying the City's selected professional service provider, describing the procedures followed in the selection process, and such other information as the City deems necessary or desirable. The City shall also provide to the District such other documentation or information supporting the City's Professional Services Contract provider selection as the District may reasonably request. **The Parties acknowledge that the City has engaged Olsson Associates to design Phase 1 of the Mullen Road Transportation Project and that the engineering design is approximately 50% complete. In order to complete the design of the Transportation Project, the District shall pay to the City on or about June 15, 2017, \$199,000.00. If the cost of design exceeds \$199,000.00, prior to incurring the additional expense, the City shall request District approval of the additional amount and thereafter the City shall invoice the District for the balance due and the District shall reimburse the City in a timely manner. If the cost of design is less than \$199,000.00, the City may retain the balance and apply it to the amount owed to the City by the District, as provided in Exhibit E-1.** To reject the City's selection of a provider for Professional Services Contracts for any phase of the Transportation Project, an affirmative vote of at least four (4) members of the Board of Directors is required. If the Board of Directors rejects the City's selection of a provider for Professional Services Contracts, a joint committee comprised of the Chairman of the District and the Mayor of the City (and such other committee members as the District and the City may designate) shall promptly meet to resolve any differences and present a supplemental recommendation of a provider of Professional Services Contracts to the Board of Directors. The process for approving a provider for Professional Services Contracts as set forth in this Section shall be repeated until the Board of Directors approve a provider for Professional Services Contracts.

Section 3.3D of the Agreement shall be amended as follows:

D. Notwithstanding the foregoing, under Section 13.E of the Southtowne TIF Plan, twenty-five percent (25%) of all TIF revenue deposited in the Southtowne TIF Plan Special Allocation Account is available to the City to fund City First Priority Redevelopment Project Costs (the "City 25%"). City shall, on an annual basis review what funds are available to pay for City First Priority Redevelopment Project Costs incurred or that will be incurred and determine what portion of the City 25% can be appropriated to the District to pay for those City First Priority Redevelopment Project Costs which have been or are anticipated to be funded by the District **on a monthly basis thereafter.**

IN WITNESS WHEREOF, the District and the City have caused this Second Amendment to be executed in their respective names and attested as to the date as set forth below.

CITY:

CITY OF BELTON, MISSOURI

By: _____
Jeff Davis, Mayor

ATTEST:

Patricia A. Ledford, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Megan McGuire

STATE OF MISSOURI)
) ss
COUNTY OF CASS)

On this ___ day of _____, in the year 2017, before me, a Notary Public in and for said state, personally appeared Jeff Davis, the Mayor of the City of Belton, Missouri and Patricia A. Ledford, the City Clerk of the City of Belton, Missouri, known to me to be the persons who executed the within Intergovernmental Cooperative Agreement on behalf of the City of Belton, Missouri and acknowledged to me that they executed the same for the purposes therein stated.

Subscribed and affirmed before me this ___ day of _____, 2017.

Notary Public

My Commission Expires:

DISTRICT:

BELTON-CASS REGIONAL
TRANSPORTATION DEVELOPMENT
DISTRICT

By: Gary Mallory
Gary Mallory, Chairman

ATTEST:

J. W. Davis
Jeff W. Davis, Secretary

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF MISSOURI)
) ss
COUNTY OF CASS)

On this 16 day of May, in the year 2017, before me, a Notary Public in and for said state, personally appeared Gary Mallory, the Chairman of the Belton-Cass Regional Transportation Development District and Jeff W. Davis, the Secretary of the Belton-Cass Regional Transportation Development District, known to me to be the persons who executed the within Intergovernmental Cooperative Agreement on behalf of the Belton-Cass Regional Transportation Development District and acknowledged to me that they executed the same for the purposes therein stated.

Subscribed and affirmed before me this 16 day of May, 2017.

Rebecca L Ziegler
Notary Public

My Commission Expires:



REBECCA L. ZIEGLER
My Commission Expires
December 13, 2017
Jackson County
Commission #13498887

Exhibit E-1 of the Agreement shall be amended as follows:

EXHIBIT E-1

CITY PROJECTS TO BE FUNDED BY THE DISTRICT

<u>City Project</u>	<u>Date Approved by District</u>	<u>FY Needed</u>	<u>Date Paid by District</u>	<u>Amount Approved</u>	<u>Adjusted Balance After Payment (Beginning Balance \$2,269,000)</u>
Markey Parkway Waterline			(1) See below.	\$411,329.05	\$1,857,670.95
Belton Nexus		2017	05/___/2017	\$ 66,000.00	\$1,791,670.95
State Highway 58 and Y Highway		2018*/2020**		\$450,000.00	\$1,341,670.95
58 and Powell Intersection Improvements		2019		\$200,000.00	\$1,141,670.95

*\$ 116,250.00 in 2018

**\$ 333,750.00 in 2020

(1)

<u>Belton Cass TDD Pymt Request No.</u>	<u>Belton Cass TDD Pymt Request Date</u>	<u>Phillips Hardy Invoice Date</u>	<u>Phillips Hardy Invoice No.</u>	<u>Invoice Total</u>	<u>Amount for Waterline</u>	<u>Date Paid</u>
6	10/13/2014	09/20/2014	4	\$658,422.90	\$155,966.92	10/24/2014
8	11/18/2014	10/25/2014	5	\$683,100.49	\$161,146.05	11/26/2014
10	12/11/2014	11/22/2014	6	\$794,615.28	\$ 80,016.08	12/22/2014
16	03/11/2015	02/21/2015	9	\$ 63,501.40	\$ 13,200.00	03/24/2015
24	07/14/2015	06/27/2015	13	\$237,644.03	\$ 1,000.00	07/29/2015
					\$411,329.05	

SECTION VII

A

R2017-20

A RESOLUTION APPROVING AN APPLICATION AND AGREEMENT FOR AMERICAN PUBLIC WORKS ASSOCIATION (APWA) RE-ACCREDITATION OF THE CITY OF BELTON'S PUBLIC WORKS DEPARTMENT.

WHEREAS, the City Council approved Resolution 2011-47 on September 27, 2011 approving an application and agreement for the American Public Works Association Accreditation for the Public Works Department; and

WHEREAS, on August 16, 2013, the APWA approved the Accreditation of the Public Works Department, which expires August 16, 2017; and

WHEREAS, the Public Works Department has been making preparations for the APWA Re-Accreditation process; and

WHEREAS, the APWA requires an application and agreement for APWA Re-Accreditation; and

WHEREAS, the City Council understands that APWA Re-Accreditation is the mark of professionalism that indicates that a Public Works agency has made the commitment to continuous improvement in the delivery of Public Works operations and services to the community it serves.

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

SECTION 1. That the Application and Agreement, herein attached and incorporated to this Resolution as **Exhibit "A,"** between the City of Belton and American Public Works Association, regarding APWA Re-Accreditation of the Public Works Department is approved.

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

Duly read and passed this _____ day of _____, 2017.

Mayor Jeff Davis

ATTEST:

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

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

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

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

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



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: June 13, 2017

DIVISION: Public Works

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

ISSUE/RECOMMENDATION:

On August 16, 2013, the City of Belton’s Public Works Department earned the distinguished honor of being accredited by the American Public Works Association (APWA), which expires on August 16, 2017. The Public Works Department has been preparing documents to submit for review to be re-accredited. An application and agreement for re-accreditation will need to be approved.

PROPOSED CITY COUNCIL MOTION:

Approve a resolution approving an application and agreement for American Public Works Association (APWA) re-accreditation of the City of Belton’s Public Works Department.

BACKGROUND:

The City of Belton’s Public Works Department earned the distinguished honor of being accredited by the American Public Works Association (APWA) on August 16, 2013. This accreditation expires on August 16, 2017. APWA re-accreditation is a voluntary, self-motivated approach to objectively evaluate, verify, and recognize compliance with internationally recommended best management practices. Accreditation is the mark of professionalism that indicates that a Public Works agency has made the commitment to continuous improvement in the delivery of Public Works operations and services to the community it serves.

IMPACT/ANALYSIS:

The voluntary application for re-accreditation includes fees paid to APWA for administering the re-accreditation program in the amount of \$3,550.00. In June 2017, a mock on-site evaluation of the Public Works Department will be performed in preparation for the August 2017 APWA on-site evaluation of the Public Works Department. The City will be responsible for actual costs associated with both evaluations.

FINANCIAL IMPACT

Contractor:		APWA
Amount of Request/Contract:	\$	3,550.00
Amount Budgeted:	\$	6,000.00
Funding Source:		660-0000-400-3020 (\$3,000); 662-0000-400-3020 (\$3,000)
Additional Funds:	\$	n/a
Funding Source:		n/a
Encumbered:	\$	n/a
Funds Remaining:	\$	660-0000-400-3020 (\$1,225); 662-0000-400-3020 (\$1,225)

STAFF RECOMMENDATION, ACTION, AND DATE:

Approve a resolution approving an application and agreement for American Public Works Association (APWA) re-accreditation of the City of Belton's Public Works Department.

LIST OF REFERENCE DOCUMENTS ATTACHED:

Resolution

Exhibit A – APWA Re-Accreditation Application and Agreement

ACCREDITATION COUNCIL
OF THE
AMERICAN PUBLIC WORKS ASSOCIATION
APPLICATION
FOR



VOLUNTARY RE-ACCREDITATION
Public Works Management Practices Manual -Eighth Edition

Agency Name: * City of Belton, MO - Public Works Department
*An entire operating division of a public works agency can apply for accreditation if it is a separate, semi-autonomous unit of government.

Street Address: 520 Main Street

City: Belton State: MO Zip: 64012

Mailing Address: Same
(if different from street address)

City: _____ State: _____ Zip: _____

• Parent Agency's Chief Executive Officer: Alexa Barton

Title: City Manager Elected - Or Appointed -

• Public Works Agency's Chief Executive: Mike Doi

Title: Public Works Director Elected - Or Appointed -

Phone: 816-892-1258 FAX: _____ E-Mail mdoi@belton.org

APWA Member? -- Yes, I.D. Number 779286 -- No

• Public Works Agency's Accreditation Manager: Ryan Vaughan

Title: GIS Specialist / Accreditation Manager

APWA Member? -- Yes, I.D. Number 814577 -- No

Phone: 816-892-1270 FAX: _____ E-Mail rvaughan@belton.org

Did you or someone from your office attend a workshop? Yes No

The public works agency is responsible for the Functional Areas, which are checked on the reverse side of this application form. The agency is responsible for addressing all recommended practices in the Functional Areas for which the public works agency has responsibility. Each area is covered by a separate chapter in the *Public Works Management Practices Manual* and forms the basis for fees charged for the accreditation process.

We hereby apply for voluntary accreditation by the Accreditation Council of the American Public Works Association. By this application, the agency acknowledges its commitment to accreditation and is willing to devote the resources necessary to complete the accreditation process. The agency is prepared to provide such information necessary for the Council to fairly evaluate the agency's eligibility for accreditation.

Executed this _____ day of _____, 201_____.

By: _____, Title: _____

(typed or printed name)

Forward 2 copies of signed accreditation agreement, application, and statement of support from chief administrative officer and payment information to: APWA Accreditation Program, 1200 Main Street, Suite 1400, Kansas City, MO 64105.

DETERMINATION OF FEES AND APPLICABLE FUNCTIONAL AREAS

Which of the following functions does your department administer, manage, or provide services -- either directly or through a contractor or outside vendor? The department is responsible for an entire chapter if they have any involvement in any portion of the practices contained in a chapter, even if another department or agency has ultimate responsibility. If there is any accountability—the whole chapter applies. Explain reason for not being responsible or accountable for a particular functional area.

FUNCTIONAL AREA (Chapter Number)	YES	NO	REASON FOR NON-RESPONSIBILITY
Chapter 1-9			Required for all agencies
Planning and Development (10)	✓		
Code Enforcement (11)		✓	Code enforcement is separate dept
Engineering Management (12)	✓		
Bid Process (13)	✓		
Project Management (14)	✓		
Right-of-Way Management (15)	✓		
Utility Coordination (16)	✓		
Facilities Management (17)	✓		
Equipment and Fleet Management (18)	✓		
Parks, Grounds, and Forestry (19)		✓	Handled by other dept
Solid Waste Management (20)		✓	Not handled by PW
Solid Waste Collection (21)		✓	
Solid Waste Recycling and Reuse (22)		✓	
Solid Waste Disposal (23)		✓	
Street Maintenance (24)	✓		
Street Cleaning (25)	✓		
Snow and Ice Control (26)	✓		
Stormwater and Flood Management (27)	✓		
Vector Control (28)		✓	Not handled by PW
Potable Water Distribution System (29)	✓		
Water Treatment (30)		✓	Not handled by PW
Wastewater Collection and Conveyance (31)	✓		
Wastewater Treatment and Disposal (32)	✓		
Traffic Operations (33)	✓		
Parking (34)	✓		
Cemeteries (35)		✓	Not handled by PW
Airports (36)		✓	No airports
Transit Operations (37)		✓	No public transit
Bridges (38)	✓		
Beach Management (39)		✓	No beaches
Environmental Management System (40)	✓		
TOTALS (please enter a number for both Yes and No)			Total for Yes and No must equal 40

Fees for accreditation are as follows: All applicants are responsible for Chapters 1 through 9 in the *Public Works Management Practices Manual*, regardless of functional responsibilities. Excludes on-site assessment costs, instructional materials, reference materials, subscriptions, consulting, or other services purchased directly from the American Public Works Association.

Each functional area is represented by a separate chapter in the manual. Conversely, each chapter will be counted as a functional area for the purpose of determining accreditation fees.

Part A: Base Fee by Agency Population (2010 Census Data)

Check	POPULATION		Extension
	Under 10,000	\$1,500	0
✓	10,001 to 25,000	\$2,500	2,500 0
	25,001 to 50,000	\$6,500	0
	50,001 to 100,000	\$9,000	0
	100,001 to 300,000	\$11,000	0
	300,001 to 1,000,000	\$15,000	0
	More than 1,000,000	\$18,000	0
	Subtotal Base Fee		\$2,500 0

Part B: Functional Area Fee (Added to the Base Fee)

Functional Areas	FUNCTIONAL AREAS		Extension
9	First 9 Chapters (Required for all agencies)	\$800	800 0
19	Each additional chapter	\$200 each	\$3,800 0
	Subtotal Functional Area Fee		\$4,600 0

Total Fee (add Base Fee and Functional Area Fee) \$07,100 / 50% = \$3,550

RE-ACCREDITATION AGREEMENT

This Agreement is entered into between the City of Bellon, MO, a municipal corporation, through its Public Works Dept. ("the Agency") with principal offices located at 508 Main Street, Bellon, MO 64012; and the Accreditation Council of the APWA, ("the Council"), a division of the American Public Works Association ("APWA", an Illinois nonprofit corporation exempt from federal income taxation pursuant to Section 501(c)(3) of the Internal Revenue Code with principal offices located 1200 Main Street, Suite 1400, Kansas City, Missouri, 64105.

APWA is an international educational and professional association of public agencies, private sector companies, and individuals dedicated to providing high quality public works goods and services. APWA has created the Council to recognize public works agencies in having policies and practices addressing subject areas as set forth in the *Public Works Management Practices Manual*.

The Agency is responsible for directly or indirectly administering, managing or providing public works related services in 28 functional areas, more fully described on the Agency's Application for Re-Accreditation, which is hereby incorporated into this Agreement. The Agency desires that the Council assess the Agency's practices in order for the Council to determine if the Agency is eligible for designation as re-accredited in accordance with the terms of this Agreement.

The parties, intending to be legally bound, agree as follows:

1. AGENCY RESPONSIBILITIES:

The Agency shall:

- 1.1 Provide all information, including all documents, files, records, and other data as required by the Council except to the extent that the disclosure of such information is restricted by law (in which case, the Agency shall notify the council that such information has been withheld);
- 1.2 Conduct an updated self-assessment as to continuing compliance with recommended practices, and provide full and accurate results thereof to the Council using software developed and approved by the Council;
- 1.3 Provide one or more persons to assist the Council representatives ("Evaluators") in making the necessary inquiries and assessments of Agency information relative to compliance with recommended practices; provide access to files and records' and provide necessary facilities that are requested by the Evaluators; and
- 1.4 Respond to all communications from the Council promptly, but in no event later than ten (10) business days from the receipt thereof.

2. COUNCIL'S RESPONSIBILITIES:

The Council shall:

- 2.1 Provide necessary documentation, forms, and instructions regarding the re-accreditation process.
- 2.2 Provide Evaluators for the purpose of conducting an on-site evaluation of the Agency's policies and practices;
- 2.3 Promptly analyze compliance data and advise the Agency of the results of the on-site evaluation and the need for additional information, if any;
- 2.4 Conduct a hearing and certify the Agency has been re-accredited if it has met the then applicable practices.

____ Agency ____ APWA

- 2.5 If the Agency is re-accredited, (a) provide a certificate and award, and (b) make available indicia of accreditation.
- 2.6 If the Agency is not re-accredited following an examination of its policies and practices, provide the Agency with reasons for the Council decision, and
- 2.7 Upon payment of the Agency of a \$1,000 appeal fee (which must be paid within sixty days of notice by the council of the reasons for the Council decision), allow the Agency to appeal the decision of the Council (which fee shall be refunded if the Agency prevails on the appeal).

3. TERM:

- 3.1 This Agreement shall become effective when it has been signed by an authorized representative of each of the parties.
- 3.2 The Agreement shall terminate:
 - (a) Upon execution of a Re-Accreditation Agreement between the Agency and Council;
Or
 - (b) Upon expiration of the sixth (6th) month following the effective date of this Agreement unless a successful on-site assessment is completed within that period of time; and
 - (c) Upon written notice by the Agency that it withdraws from the re-accreditation process; or
 - (d) Upon termination pursuant to Section 5.1, 5.2 or
 - (e) Upon expiration or revocation of the Agency's accredited status.
- 3.3 The term of any re-accreditation provided to the Agency shall have a term of four years from the date of issuance. If the Agency has not executed a Re-Accreditation Agreement (and paid the fees required thereby) and scheduled the Re-Accreditation on-site visit before the expiration of such four year term, the accreditation shall lapse and the Agency shall not hold itself out as being accredited by the Council.

4. MODIFICATION: There shall be no modifications of this Agreement except in writing, signed by both parties, and executed with the same formalities as this document.

5. TIME AND MANNER OF PAYMENTS:

- 5.1 The Agency shall pay a fee equal to one-half of the Accreditation Fee for initial accreditation that is in effect at time of execution of this Agreement.

The Agency is responsible for directly or indirectly administering, managing or providing public works related services in ²⁹ functional areas, more fully described on the Agency's Application for Re-Accreditation, which is hereby incorporated into this agreement. The Agency will remit to APWA a single payment in the lump-sum amount for processing of the re-accreditation of \$ ^{3,550}.

The total amount of \$ ^{3,550} is herein remitted to the Council (payable by check to the order of American Public Works Association, via check number _____, or

Purchase Order No. ²⁴⁷⁷⁵⁷ is herein remitted to the APWA in the amount of \$ ^{3,550}.

- 5.2 The Council will invoice the Agency for the Council's actual on-site evaluation costs. An itemized invoice will be delivered to the Agency within forty-five days of completion of the on-site visit. The Council reserves the right to terminate this Agreement if such payment is delinquent by more than sixty days, and the Council shall not be obligated to refund any fees previously paid.

_____ Agency _____ APWA

- 5.3 If the Agency is determined ineligible to apply for participation in the re-accreditation program, a full refund of such sum will be paid to the Agency, less a \$1000 service charge.
- 5.4 If the Agency requires more than six (6) months to complete a successful on-site assessment, the Agency agrees to pay a non-refundable annual fee amounting to 25% of the fee in effect on the effective date of this Agreement for that additional period. The Agency may continue to request an additional extension every 12 months thereafter, and agrees to pay the additional 25% fee, until a successful on-site evaluation has been achieved or this Agreement has been terminated in accordance with Section 3. No such additional fee will be levied where the Council delays the on-site evaluation for their convenience or where the on-site evaluation cannot be reasonably scheduled within the original six (6) month period.
- 5.5 If the Agency's on-site assessment for re-accreditation is not successful (i.e., work after the initial on-site assessment is required to achieve compliance with recommended practices), the Agency shall prepay estimated costs for a subsequent on-site evaluation and/or additional staff/evaluator assistance required on or off site. The additional work required (on and/or off site) must be completed within six (6) months.

6. CONFIDENTIALITY:

- 6.1 The Council shall receive and hold confidential any and all reports, files, records and other data obtained from the Agency pursuant to this Agreement. The Council shall not disclose, distribute, or release to any person or organization, except authorized Agency officials, employees or agents, or upon order of any court, state or federal, any materials or contents thereof, either provided by the Agency or developed by the Council and APWA in the furtherance of its responsibilities under this Agreement. Notwithstanding anything in this Agreement to the contrary including the above, the Council is authorized, but not required, in the exercise of its sole discretion, to conduct an open meeting regarding the Agency's candidacy for accreditation or, its continued compliance with applicable standards, including but not limited to all factual matters relating to the assessment, appraisal, and determination of accreditation and all comments which form a basis for the opinion either in favor of or against accreditation, unless specifically notified by the Agency in writing to the contrary, in which case such meeting shall be closed to the public. Nothing herein shall be construed to require the Council to conduct all or part of its meeting in public, including but not limited to the right of the Council, in the exercise of its sole discretion, to terminate an open meeting at any time and conclude such meeting in a closed session.
- 6.2 In response to inquiries concerning the Agency, the Council's reply will be to identify the Agency's status. All other requests for information will be directed to the Agency's Chief Executive Officer.

7. NEWS RELEASES:

- 7.1 Notwithstanding any provision of this Agreement to the contrary, the Council shall have the right to identify the Agency in news releases and its publicity program after the Agency's on-site assessment has been scheduled; the purpose of said news release and publicity program will be to identify the Agency as seeking re-accreditation. Where specific mention of the Agency is used in this regard, a copy of the news release or publicity material will be provided to the Agency for its information.
- 7.2 The Agency shall provide Council with a copy of all its news releases or publicity material concerning its accreditation activities.

- 8. **THE COUNCIL AS AN INDEPENDENT CONTRACTOR:** For all purposes under this Agreement, the Council is an independent contractor, and shall not be deemed to be an employee, agent, franchisee, partner or legal representative of the Agency. The Council shall not have any authority to create or assure any obligation on behalf of the Agency. The Council shall pay and discharge any and all obligations it may

____Agency ____APWA

incur to federal, state, or local governments for estimated income taxes, Social Security contributions, and the like.

- 9. **INTEGRATION:** This instrument embodies the whole Agreement of the parties. The parties warrant that there are no promises, terms, conditions, or obligations other than those contained herein. This Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto.
- 10. **SEVERABILITY:** If any provision of this Agreement or the application of such provision to any person or circumstance shall be held invalid, the remainder of this Agreement and the application of such provisions to persons or circumstances other than those to which it is held invalid shall not be affected hereby.
- 11. **CHOICE OF LAW:** This Agreement and the rights of the parties hereunder shall be governed by and interpreted in accordance with the law of the State of Missouri.
- 12. **WARRANTY NOT INTENDED OR IMPLIED:** It is understood that the Council's award of accreditation or re-accreditation represents that the Council has determined, based in part on information supplied by the Agency, that the Agency has policies and practices addressing certain subject areas, but the Council is not making any representations that such policies or practices are adequate or appropriate for Agency. Agency is solely responsible for determining whether its policies and practices are adequate and appropriate and the Council's award of Re-Accreditation is not a substitute for the Agency's ongoing and in-depth monitoring and evaluation of its activities and the quality of its services.
- 13. **WAIVER:** Any waiver by the Council or any breach of this Agreement by the Agency shall relate only to that particular breach and shall not amount to a general waiver.
- 14. **NOTICE:** Any notice between the parties shall be in writing and set postage prepaid, to the addresses as specified in the preamble of this Agreement or to such other address as either party may specify in writing in accordance with this section.
- 15. **HEADINGS:** The heading of this Agreement shall not be deemed part of it and shall not in any way effect its construction.
- 16. **ESTABLISHMENT OF RECOMMENDED PRACTICES:** The Agency and Council agree that the Eighth Edition of the *Public Works Management Practices Manual* (referred to as the "Manual",) published in September 2014, shall be the basis for the self-assessment conducted by the Agency, unless otherwise agreed to in writing by the Council.
 - 16.1 The Council's evaluation of the self-assessment prepared by the Agency and determination of the Agency's compliance with recommended practices and thus eligibility for re-accreditation, shall be based on the edition of the Manual cited in Section 16.
 - 16.2 The Agency agrees to submit results of the self-assessment using software developed and approved by the Accreditation Council for use with the Eighth Edition of the Manual.

IN WITNESS WHEREOF, the Agency has caused this Agreement to be executed in duplicate on this ___ day of _____, 201__.

Witness: _____
 By: _____

 (Typed name)

 (Title)*

_____ Agency _____ APWA

Re-Accreditation Agreement
5 of 5

Witness: _____
By: _____

(Typed name)

(Title)*

*Title of the Agency's Chief Executive Officer or Chief Elected Official and title and that of the appropriate civil authority in the event such signature is required to effect this Agreement. If not required, please so note in this signature block.

IN WITNESS WHEREOF, the Council has caused this Agreement to be executed by the Executive Director of the American Public Works Association, acting on its behalf.

Witness: _____
By: Scott D. Grayson _____ Date _____
Executive Director

_____ Agency _____ APWA

SECTION VII
B

R2017-21

A RESOLUTION APPROVING A COLLECTIVE BARGAINING AGREEMENT OF ARTICLES IV, XII, XIII, XVI, XX, XXII, XXV, AND APPENDICES C AND E BETWEEN THE CITY OF BELTON AND LOCAL NO. 42 – INTERNATIONAL ASSOCIATION OF FIREFIGHTERS.

WHEREAS, on March 24, 2015 under Resolution 2015-16, the City Council approved the Collective Bargaining Agreement between the City of Belton, Missouri and Local 42 - International Association of Firefighters; and

WHEREAS, on June 14, 2016 under Resolution 2016-24, the City Council approved the amendments to the Collective Bargaining Agreement between the City of Belton, Missouri and Local 42 - International Association of Firefighters; and

WHEREAS, the Collective Bargaining Agreement was for a three (3) year term and set to expire on April 1, 2018 at 07:59:59, except for Articles IV, XII, XIII, XX, XXII, XXV, and Appendices C and E; and

WHEREAS, Articles IV, XII, XIII, XX, XXII, XXV, and Appendices C and E were set to expire on April 1, 2017 at 07:59:59; and

WHEREAS, the City and Local 42 have negotiated new terms to Articles IV, XII, XIII, XX, XXII, XXV, and Appendix C and E; and

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

Section 1. That a Collective Bargaining Agreement of Articles IV, XII, XIII, XVI, XX, XXII, XXV, and Appendices C and E between the City of Belton and Local No. 42 – International Association of Firefighters is hereby approved and the Mayor is authorized and directed to execute the memorandum on behalf of the City.

Section 2. That this resolution shall be in full force and effect after passage and approval.

Duly read and approved this 13th day of June, 2017.

Mayor Jeff Davis

ATTEST:

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

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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton, Missouri, and that the foregoing Resolution was regularly introduced at a regular meeting of the City Council held on the 13th day of June, 2017, and adopted at a regular meeting of the City Council held the 13th day of June, 2017 by the following vote, to wit:

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

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



CITY OF BELTON
CITY COUNCIL INFORMATION FORM

DATE: June 5, 2017 AGENDA DATE: June 13, 2017

ASSIGNED STAFF: Norman K. Larkey Sr., Fire Chief

DEPARTMENT: Fire

Approvals

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

Table with 5 columns: Ordinance, Resolution, Consent Item, Change Order, Motion, Agreement, Discussion, FYI/Update, Public Hearing.

ISSUE/REQUEST

Negotiations of Articles IV, XII, XIII, XVI, XX, XXII, XXV, and Appendix C, E, F, and G that are scheduled to expire, according to the current Collective Bargaining Agreement.

PROPOSED CITY COUNCIL MOTION

Approve the proposed negotiated new Articles and Appendices.

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

On May 24, 2015 the City Council approved the Collective Bargaining Agreement (CBA) between the City of Belton, Missouri and Local 42-International Association of Firefighters. The CBA has an expiration date of April 1, 2018 at 07:59:59, except for Articles IV, XII, XIII, XX, XXII, XXV, and Appendix C.

On June 14, 2016 the City Council approved the amendments to the Collective Bargaining Agreement (CBA) between the City of Belton, Missouri and Local 42-International Association of Firefighters. The CBA has an expiration date of April 1, 2018 at 07:59:59 except for Articles IV, XII, XIII, XVI, XX, XXII, XXV, and Appendices C, E, F and G, which expire on April 1, 2017 at 07:59:59.

Articles IV, XII, XIII, XVI, XX, XXII, XXV, and Appendix's C, E, F and G expired on April 1, 2017 at 07:59:59. The City and Local 42 have been meeting and negotiating new terms to Articles IV, XII, XIII, XVI, XX, XXII, XXV, and Appendices C, E, F and G.

The new terms of Articles IV, XII, XIII, XVI, XX, XXII, XXV, and Appendices C, E, have been completed and are presented for your approval.

IMPACT/ANALYSIS:

There are no changes to Article IV Staffing Vacancies.

The only changes to Article XII Insurance as reflected in a new Appendix E.

There are no changes to Article XIII Work Injury Leave Supplemental Pay.

There was no changes to Article XVI Promotions.

There was no changes to Article XX Retirement System & Deffered Compensation Plan Article.

The only change to Article XXII Pay were Section 1 granting a Merit Step Increase.

The only changes to Article XXV Term Of Agreement, deleting Section 4 Retroactivity.

Appendix C had no changes.

Apeendix E was deleted and changed to show the new insurance rates.

Appendix F was deleted.

Appendix G was deleted and moved to appendix E.

The finacial impact of these negotiations have been accounted for in the Fiscal Year 18 Budget that has been approved.

FINANCIAL IMPACT

Contractor:	
Amount of Request/Contract:	\$ 0
Amount Budgeted:	\$ 0
Funding Source:	General Fund/ Rainy Day Account
Additional Funds:	\$ 0.00
Funding Source:	N/A
Encumbered:	\$ 0.00
Funds Remaining:	\$ 0.00

TIMELINE:	START:	FINISH:
------------------	---------------	----------------

OTHER INFORMATION/UNIQUE CHARACTERISTICS:

The terms of the negotiated Articles and Appendices will not be retroactively applied to April 1, 2017. All changes will be effective from the passing of this Resolution.

IAFF Local 42 has voted to ratify these changes on May 31, 2017.

STAFF RECOMMENDATIONS:

Approve the Resolution for the negotiated Articles and Appendices.

Action and Date:

LIST OF REFERENCE DOCUMENTS ATTACHED:

Negotiated Amended Collective Bargaining Agreement

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF BELTON, MISSOURI

AND

**INTERNATIONAL ASSOCIATION OF FIRE
FIGHTERS LOCAL #42**

2015 – 2018

AMENDED JUNE 13, 2017



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PREAMBLE

This Collective Bargaining Agreement has been developed by Local Union No. 42 of the International Association of Fire Fighters, AFL-CIO-CLC, herein called the "UNION," and the City of Belton, Missouri, herein called the "City" through the City Manager. By this Collective Bargaining Agreement the Union and the City agree to comply with the provisions herein, which are applicable. The City Manager agrees that the provisions included herein which can be accomplished by administrative action and which are not in conflict with existing administrative regulations are in effect immediately. The City Manager further agrees that the provisions that can be accomplished by administrative action, but which are in conflict with existing administrative regulations, shall be in effect as soon as practicable to draw revised administrative regulations. Existing regulations will be reviewed within thirty (30) days to identify and change any regulations, which may require change to conform to this Collective Bargaining Agreement. The City Manager further agrees that provisions herein, which require action by the City Council, shall be submitted to the Council as soon as the appropriate ordinances or resolutions can be prepared. This Agreement shall be included as part of the City of Belton Fire Department Employee Handbook. An attempt has been made to remove all single gender references from this document. To the degree any single gender references remain, they are intended to apply equally to both genders.

ARTICLE I RECOGNITION AND UNION SECURITY

Section 1: Recognition

The City hereby recognizes the International Association of Fire Fighters, Local No. 42, as the exclusive representative for the purpose of collective bargaining with respect to wages, hours and terms and conditions of employment for all employees in the bargaining unit.

The bargaining unit for which this recognition is accorded includes personnel in the classifications of Fire Fighter-EMT, Fire Fighter-Paramedic, Senior Fire Fighter-Paramedic, Fire Apparatus Operator, and Captain and any other position that is created and that is at the Captains rank and below, employed with the Belton Fire Department.

This specifically excludes all other employees in all other classifications within the Belton Fire Department and the City of Belton.

Section 2: Union Security

The City will not discharge or discriminate against members of Local No. 42 because of membership in Local No. 42 or because of lawful Union activities. The Union and its members agree that they will at all times respond to emergency calls in the normal manner and properly maintain all fire equipment.

The City and Union agree not to discriminate against members because of race, religion, color, ancestry, national origin, sex, disability, marital status, familial status or sexual orientation.

The City agrees to allow the Union to maintain a bulletin board in each of the fire stations for the purpose of posting items of Union interest which have the approval of the Union. In no event shall a bulletin board be used for political purposes or for any purpose that may in any way injure the City or its employees. When items are posted on a bulletin board maintained by the City, such items shall not be removed or otherwise inhibited by the Union.

Section 3: Dues Deduction

The City agrees to deduct each pay period, dues and assessments in amount certified to be current by the Secretary – Treasurer of the Local Union from the pay of those employees who submit payroll deduction forms to be provided by the Union. The City shall forward the dues deducted to the Secretary – Treasurer of the Union

- A. Within thirty (30) days of the effective date, employees covered by this Agreement shall be required, as a condition of continued employment and to the extent permissible under Missouri law, to become members of the Union or pay a service and representation fee.
- B. Commencing no later than the thirtieth (30th) day following employment in the bargaining unit, employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall to extent permissible under Missouri law, shall be required as a

condition of employment to become members of the Union or pay a service and representation fee.

- C. The City shall deduct Union dues from the salaries of those members of Local No. 42 who authorize such in writing (pursuant to the authorization form attached as Appendix A) and shall deduct the service and representation fee (pursuant to the authorization form attached as Appendix B) from the salaries of those bargaining unit members who authorize such in writing. Dues deductions and service fee authorizations shall be irrevocable for a period of one (1) year or the expiration of this Agreement, whichever occurs first. Revocation of such authorization must be in writing, with a copy to the Secretary – Treasurer of the Union and to the City, and shall be in accordance with the procedure set forth in the authorization form.
- D. The service and representation fee shall be a percentage of the amount paid by members for Union dues, based on the amount reasonably calculated by the Union as appropriate for the performance of collective bargaining, contract administration and other permissible activities related to service and representation, but shall not include amounts utilized to finance the Unions political and fraternal activities unrelated to collective bargaining or contract administration.
- E. Dues and service and representation fees deducted, as provided for above, will be forwarded to the Secretary – Treasurer of Local No. 42. The City agrees to provide these services without charge to the Union.

Section 4: Political Action Committee

The city shall provide for the option of contributing to a Political Action Committee or Continuing Committee designated by the Union through payroll deduction.

Section 5: Release from Duty

One (1) member elected or appointed to represent the Union shall be granted time to perform functions relating to administration of this Collective Bargaining Agreement, including attendance at regular and special meetings and activities related to grievance procedures without loss of pay.

Three (3) members of the Union shall each be allowed twenty (20) hours shift release for each IAFF Local No. 42 Shift Steward per year for all meetings which shall be mutually set by the City and the Union.

Section 6: Notification of Rules

The Union shall be provided a copy of any new rule, directive or procedure, which is issued in writing fifteen (15) calendar days before it becomes effective, where practicable. The Union shall have the opportunity to discuss such rule with the Fire Chief as soon as the changes are received. The Union shall have the right to grieve the implementation of any changes at the time they are issued under the provisions set forth in this Collective Bargaining Agreement.

Section 7: Access to Information

The City Agrees to provide the Union as requested, but not more than once a month, with copies of the reports pertaining to Bargaining Unit personnel: assignment roster, the alphabetical listing providing station location, home address, telephone number and the seniority list by classification. The Fire Department shall provide the Union with copies of all injury reports.

Section 8: On Duty Union Activity

The Union may hold meetings pertinent to Union business on Fire Department property after 1730 hours, provided permission for such meeting is obtained in advance from the Fire Chief or his/her designated representative.

Union officers and committee members may conduct Union business on city time at their work location as long as such business does not interfere with their Fire Department duties.

ARTICLE II MANAGEMENT RIGHTS AND NO STRIKE

Section 1: Management Rights

The City possesses the sole right to operate and manage the Fire Department together with all management rights, except to the extent such rights are limited by the express provisions of this Collective Bargaining Agreement. Such management rights include, but are not limited to:

- A. To determine the mission of the Fire Department;
- B. To direct the work Forces;
- C. To hire, assign, or transfer employee's;
- D. To determine the methods, means, and number of personnel needed to carry out the mission of the Fire Department;
- E. To discipline or discharge for just cause;
- F. To change existing methods and facilities;
- G. To introduce new or improved methods and facilities;
- H. To take whatever actions may be necessary to carry out the mission of the Fire Department;
- I. To make and enforce reasonable operating procedures and work/ safety rules.

As noted above, the City possesses the sole right to operate and manage the Fire Department and the above list of enumerated rights is not intended to limit or restrict those rights that inherently repose in Management. Those powers, rights and authority that inherently and appropriately repose

in Management will be exercised in a manner consistent with the express provisions of this Agreement and will not be exercised or claimed in an effort to undermine the Union or in an attempt to evade the express provisions of this Agreement.

It is also recognized that the Fire Chief, City Manager, or their representative may delegate any of the authority or responsibility referenced in this Agreement to an authorized representative.

Section 2: No Strike Clause

The City and the Union subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of work. During the term of this Agreement, the City agrees that there will be no lockout, and the Union agrees on behalf of itself and the employees represented by it, that there will be no concerted failure to report to work, cessation or interruption of work, slowdown, strike, boycott, or any type of organized or concerted interference, express or implied, direct, indirect, or coercive or otherwise, with the City's business, by the Union, its members or the members covered by this Agreement. The Union further agrees that, should any such acts be committed by employees, it will discourage said acts.

It is mutually understood and agreed that the City shall have the right to take disciplinary action, including discharge, against any employee who may engage in any concerted failure to report to work, cessation or interruption of work, slowdown, strike, boycott, or any type of organized or concerted interference.

ARTICLE III SENIORITY

Section 1: Hire Date

For the purpose of seniority, Hire Date is the employee's start with the Fire Department and it shall be calculated by years of service from the date of employment with the Fire Department.

Section 2: City Date

For the purpose of seniority, City Date is the employee's start with the City of Belton, Mo. and it shall be calculated by years of service from the date of employment with the City of Belton, Mo.

Section 3: Rank Date

For the purpose of seniority, Rank Date is the date of appointment or promotion to each rank classification.

Section 4: Resignation and Termination

In the cases of employees who leave the fire service due to termination for cause or resignation, date of employment shall mean most recent date of employment, except that the City may, in its discretion, choose to offer as a part of an offer of re-employment, an adjusted Hire Date to be calculated in accordance with Section 5 below.

Section 5: Adjusted Seniority

In the case of members returned from a disability pension or members re-employed pursuant to an offer that specifically provides for restored seniority, seniority for all purposes shall be calculated from original date of employment and original date of appointment, where applicable, with the understanding that the time spent on disability pension or not in the employment of the City shall not count toward the accrual of seniority.

Section 6: Fire Department Probationary Period

The Fire Chief and the Union have agreed to a twelve (12) month probationary period for newly hired employees of the Fire Department. After the successful completion of twelve (12) months of employment, newly hired members of the Fire Department shall enjoy those rights and privileges of regular employees, except to the degree limited or otherwise provided for in this Collective Bargaining Agreement.

Unless prohibited by City Policy, the twelve (12) month probationary period will be waived for members returned to duty from disability pension and may also be waived or modified in the case of members re-employed by the Fire Chief, pursuant to an offer of restored seniority.

The Fire Department's Probationary Period may be extended for new employees, with notice to the Union, for an attainment of Emergency Services certification including but not limited to EMT, Paramedic, and Fire Fighter I and II. Failure of the employee to attain the aforementioned certifications may lead to discipline including termination.

ARTICLE IV STAFFING & VACANCIES

Section 1: Staffing

A. Assigned Staffing:

The City Administration is committed to the goal of endeavoring to maintain the Bargaining Unit Member's assigned staffing at no less than thirteen (13) employees per shift for the term of this Agreement.

The City and Union agree, the current number of ranked positions shall be maintained or increased during the term of this Agreement and vacancies in rank will be filled in accordance with this Agreement.

There will be no reductions in force during the term of this agreement.

B. Minimum Staffing:

The City Administration is committed to the goal of endeavoring to maintain the Bargaining Unit Member's minimum staffing of ten (10) employees per shift for the term of this Agreement. .

If sufficient personnel are not available to meet the minimum staffing requirements, firefighters shall be retained or recalled on overtime.

Section 2: Vacancies – Captain and Fire Apparatus Operator

All promotions within the bargaining unit for Captain and Fire Apparatus Operator positions, for which bargaining unit members are eligible to compete subject to the provisions of this Agreement, shall be filled from the current promotion list as they occur.

When the vacancy is to be filled as a continued budgeted position, it shall be filled at the start of a pay period within thirty (30) days of the occurrence of the vacancy. It is further agreed that promotions shall be made from the list in effect at the time the vacancy giving rise to the promotion occurs.

Section 3: Vacancies – Fire Fighter/Paramedic and Firefighter/EMT

The City shall make a good faith effort to fill entry-level vacancies in as short a time as practical, so as to ensure that staffing levels are maintained at the levels directed by the City Council.

Section 4: New Positions

In the event that a new bargaining unit position is proposed by the City, the newly proposed position shall be discussed by the Labor/Management Committee. The City agrees to discuss any proposed changes to the qualifications for entry-level bargaining unit positions with the Union and allow the Union to make recommendations regarding such changes, prior to implementation.

ARTICLE V GENERAL PROVISIONS

Section 1: Duties

The duties of the members of the City’s Fire Department shall be those described in the Belton Fire Department Rules and Regulations Policy Book.

Members of the City’s Fire Department shall not be detailed to duties unrelated to the mission of the Fire Department that would significantly impair the Department’s ability to perform such duties, except as may be required in situations of emergency and for the duration of the emergency.

However, in situations of an emergency declared by the Governor of the State of Missouri, the Mayor or City Manager of the City of Belton, those duties shall be whatever is necessary to carry out the mission of the City of Belton and/or the State of Missouri.

Section 2: Inclement Weather

The City will not require employees to perform outside work during inclement weather when it would be unreasonable to do so, taking into account the importance of the work to protect life, property or to maintain service to the public.

1. Firefighting units shall not be required to do any routine outside work or engage in training activities where such activities will require them to get wet when the outside temperature is below 50 degrees F. or above 90 degrees F.
2. Firefighting units shall not be required to do any routine outside work or engage in training activities during periods of precipitation or when the temperature is below 40 degrees F. or above 90 degrees F.

Section 3: Subcontracting

During the term of this Agreement, the city will not contract out any work presently performed exclusively by Bargaining Unit employees without advance written notice to the Union where it is practicable to do so and, if it would result in a displacement of employees, with full discussion, if requested, of the impact of such decisions on Bargaining Unit employees.

Section 4: Belton Community Center Membership

The City shall provide individual membership to the Belton Community Center to all bargaining unit members at no cost to the employee in the same manner as is provided to other City of Belton employees. The City may require the employee to pay the cost of the individual membership if the employee fails to meet the minimum usage requirements as established.

Section 5: Ready Time

It is understood that the agreed upon schedule contemplates that some schedule hours will be designated as "ready time", when routine inspections, training and testing will not be scheduled. Ready time is defined as the standby time on the night tour of duty in which no routine activities will be scheduled.

This time will be the hours from 2100 hours until 0700 hours. During the ready time period, equipment will be maintained in manner that ensures readiness to respond to any emergency situation. Both parties agree that special circumstances of a critical nature may arise, which may require that some duties be performed during ready time (e.g., to abate a life safety hazard in a place of public assembly).

Section 6: Burial Expenses

The city agrees to defray reasonable funeral and burial expenses of any employee of the Fire Department who dies in the Line-of Duty in accordance with the employee's personal and religious beliefs through a contribution of \$10,000.00 to the family or representative of the deceased responsible for such expenses.

Section 7: Licensure

All personnel serving as emergency medical technicians or paramedics will be required to maintain their National Registry Certification and/or their state licenses. All personnel will be required to maintain licensures required by EMS protocols and the EMS Director. The City will provide all necessary training to maintain such licensing.

Section 8: Pilot Programs

The parties may agree to enter into any kind of a Pilot Program that is developed thru the Labor Management Process with final approval of the City Manager.

ARTICLE VI HOURS

Section 1: Emergency Operations Members

The regular work schedule for members of the Emergency Operations Division shall be a 24 hour shift on the Berkeley system and the regular work week shall average 53 hours per week (On 24hrs, off 24hrs, on 24hrs, off 24hrs, on 24hrs, and then off 96 hours).

The normal FLSA work period for employees assigned to 24-hour shifts shall be twenty-eight (28) days. Employees on 24-hour shifts shall receive overtime pay for all hours actually worked in excess of 212 hours in the 28-day work period.

Section 2: Administrative Members

The regular work schedule for members, other than Emergency Operations members, assigned to administrative assignments shall be on an 80 hours pay period schedule. The hours that they work will generally be 8:00 to 16:30. Members may be allowed to change this time frame with the approval of their supervisor. Members, to perform job functions, may be allowed to work a flex schedule with the approval of the Fire Chief.

The normal FLSA work period for employees assigned to 8-hour shifts shall be a fixed seven (7) day (168 hour) work week. All hours worked in excess of forty (40) in the work period shall be paid as overtime.

Section 3: Trading Time

Shift trades may be voluntarily undertaken between two (2) employees upon approval of the employees' Battalion Chief prior to such exchange of time.

Responsibility for arrangement for the repayment of such time rests with the employees involved. No obligation shall be placed upon the City for repayment of time voluntarily traded or repaid between employees.

ARTICLE VII OVERTIME PAY AND ADDITIONAL PAY

Section 1: Overtime

Both parties accept and understand the need for overtime for when the minimum staffing level falls below eleven (11). All personnel within the bargaining unit are eligible for overtime pay. The

overtime pay will be approved when the appropriate overtime form is filled out in the overtime book and signed by an officer.

Whenever bargaining unit employees are called upon to work an additional shift, which does not correspond to their regular shift, they shall be paid at the overtime rate.

Section 2: Overtime Pay Rates

Bargaining unit employees, who work the 24 hour shift, shall be paid at one and one-half times (1.5) of the regular hourly pay rate for all hours worked in excess of 212 hours during the 28 day FLSA work period.

Bargaining unit employees, who work the eight (8) hour shift, shall be paid at one and one-half times the regular hourly pay rate for all hours worked in excess of forty (40) hours in a fixed seven day (168 hour) FLSA work period.

The regular rate of pay to be used for calculating overtime compensation shall include all remuneration paid to an employee for work performed and must be a composite of all pay rates and pay allowances received for work performed in the work period divided by the number of hours worked.

However, the regular rate of pay calculation will not include certain benefits specified under the Fair Labor Standards Act, such as sick leave pay, holiday pay, fringe benefit contributions, and any pay for additional work during the period already paid at time and one-half or more. Hours worked during the standard work period shall include all time during which an employee is actually working or required to be on duty on the city's premises or at a prescribed work place. Unless the Agreement specifically provides that certain non-worked hours will be counted toward overtime, non-worked hours such as vacation, sick leave, emergency leave, personal leave, jury duty and military leave will not count as hours worked. Time spent at conventions or meetings, on a voluntary basis, outside of an employee's tour of duty will not count as work time. Time spent by employee during an out of town training trip outside of their tour of duty will not considered work time if the employee is not in class or not in a training session.

Pay for hours not actually worked shall not be counted as time worked in the computation of overtime pay when granted to the employee during a designated work period, unless it specifically states in other Articles or Sections of this Agreement that it will.

Section 3: Overtime Hiring Procedures

Overtime or arrangements for overtime work must be scheduled or approved by the employee's department head or his/her designee in advance. As a general policy, employees are not authorized to perform work before or after the scheduled shift, or to remain at their work stations at the end of the work day without specific authorization from their Department Head or his/her designee.

Reasonable advance notice of a minimum of two (2) hours ordinarily will be provided to employees when overtime hours are to be worked. Such notice may be waived in emergency situations.

When overtime is necessitated in the opinion of the department head or his/her designee, employees shall be required to work such overtime. Disciplinary action may be taken against employees who refuse to work overtime, fail to appear when scheduled to work overtime, or fail to appear after having indicated they would work overtime.

For the purposes of overtime bargaining unit positions will be filled by bargaining unit employees. If no bargaining unit employee accepts overtime the vacant position may be filled by qualified management personnel prior to mandatory overtime being required of bargaining unit employees.

Both parties agree and accept the fact that there will be a mandatory overtime list. This list is to fill the appropriate vacancies when all of the regular lists are exhausted.

Both parties agree to meet, discuss and develop a new set of Overtime Hiring Guidelines thru the Labor Management Process. After they are developed they will be part of the operating guidelines for the department.

Section 4: Holdover Pay

An employee in that rank on the company going off duty may be required to holdover for a reasonable period of time, not to exceed two (2) hours after the end of the shift, for the purpose of detailing a replacement or obtaining a replacement through the regular overtime procedure.

If the employee is held over they shall be paid a minimum of thirty (30) minutes, and then in fifteen (15) minute increments thereafter.

Nothing shall be construed to allow any employee to leave a fire or other emergency call until properly relieved and in the event of a large fire, disaster or other "sudden and unforeseen happening" where large numbers of personnel are committed, all available personnel shall, if directed, remain on or report for duty.

Section 5: Court Appearances and Depositions

Whenever a bargaining unit member is called to testify on behalf of the City or as a witness in a criminal prosecution regarding the course and scope of the member's employment, they shall be compensated for at least two (2) hours of work; if called by a third party to testify in a civil case regarding the course and scope of the member's employment, they shall be compensated for at least two (2) hours of work.

If called by a third party, the employee must return his or her witness check to the City. This provision applies to all occasions in which a member is directed by the City or compelled by process to provide information or testimony arising from or related to the course and scope of the member's employment, including but not limited to being subpoenaed to appear for a deposition.

Section 6: Callback Pay

Whenever a bargaining unit member is called back to work after his/her regular working hours and after he/she has left the work site, the minimum overtime payment shall be for two (2) hours of

work. The two (2) hour minimum shall not apply and overtime compensation shall end if the employee's regular shift begins during the emergency call back.

ARTICLE VIII LEAVE

Section 1: Vacation

A. Use:

All requests for vacation leave shall require approval or coordination with the employee's immediate supervisor. Vacations shall be granted on the basis of seniority using the members Hire Date as outlined in Article III.

A limit of two (2) twenty-four hour (24) Vacation days will be granted per shift and/or a maximum total of 48 hours per 24 hour shift.

Vacation Leave must be at least a 4 hour block for 24 hour shift employees and at least a 2 hour block for 8 hour shift employees.

B. Amount earned:

The following shall be the amount of vacation accumulated by members of the Department who are assigned to an 8-hour shift:

YEARS OF SERVICE	AMOUNT OF HOURS EARNED PER YEAR	AMOUNT OF HOURS EARNED PER PAY PERIOD	AMOUNT OF HOURS ALLOWED TO ACCRUAL
0 TO 5	80	3.08	120
6 TO 10	120	4.62	180
11	128	4.92	192
12	136	5.23	204
13	144	5.54	216
14	152	5.85	228
15	160	6.15	240
16	168	6.46	252
17	176	6.77	264
18	184	7.08	276
19	192	7.38	288
20+	200	7.69	300

The following shall be the amount of vacation accumulated by members of the Department who are assigned to a 24-hour shift:

YEARS OF SERVICE	AMOUNT OF HOURS EARNED PER YEAR	AMOUNT OF HOURS EARNED PER PAY PERIOD	AMOUNT OF HOURS ALLOWED TO ACCRUAL
0 TO 5	120	4.62	180
6 TO 10	192	7.38	288
11 TO 13	264	10.15	396
14 TO 16	288	11.08	432
17 TO 18	312	12.00	468
19+	336	12.92	504

For purposes of this paragraph, years of service refers to the members City Date as outlined in Article III.

C. Accrual:

Vacation time can be accumulated up to one and one-half times the amount earned in one (1) year.

D. Eligibility:

An employee shall be considered eligible for vacation leave after ninety (90) days of regular, full-time employment. The employee will earn leave in the first ninety (90) days but cannot use it until they have ninety (90) days of full service with the city.

E. Unused Vacation Leave:

Upon separation from the city, employees with at least one year of service shall be paid one hundred percent (100%) of any unused Vacation Leave up to the maximum allowed hours described below.

Employees who work the eight (8) hour shifts shall have the maximum payout of two hundred (200) hours at retirement or separation of service.

Employees who work the twenty-four (24) hour shifts shall have the maximum payout of three hundred and thirty six (336) hours at retirement or separation of service.

F. New Effective Date

With the Pay Period starting December 29, 2015 Vacation Leave will be earned by the pay period as outlined in paragraph B of this section. Vacation Leave accrued

and unused in 2015 shall be credited to the employees accumulated vacation leave balance.

Section 2: Sick Leave Use:

All requests for sick leave shall require approval or coordination with the employee's immediate supervisor. Any illness of two (2) days or more may require a certificate from a reputable physician as evidence of illness before compensation is paid. Sick leave may not be used to extend annual leave and is intended for use only in the event of illness.

A. Amount earned:

Each regular, full-time employee who works the eight (8) hour shift shall earn ninety six (96) hours of sick leave per year. It will be earned at 3.7 hours per pay period.

Each regular full-time employee who works the twenty-four (24) hour shift shall earn one hundred thirty (130) hours of sick leave per year. It will be earned at 5 hours per pay period.

B. Accrual:

The maximum accrual for all eight (8) hour Employee's is one thousand two hundred and ninety six (1,296) hours; however one thousand and eight (1,008) hours will be the maximum you can turn in as unused sick leave upon separation from the city.

The maximum accrual for all twenty-four (24) hour shift Employee's is one thousand eight hundred and fifty four (1,854) hours; however one thousand four hundred sixty four (1,464) hours will be the most you can turn in as unused sick leave upon separation from the city.

C. Eligibility:

An employee shall be considered eligible for sick leave after ninety (90) days regular, full-time employment. Between ninety (90) days and six (6) months service the maximum eligibility shall be limited to 48 hours for 8 hour employees, and 72 hours for 24 hour employees. After six (6) months, eligibility shall be at the discretion of the supervisor of the department concerned.

D. Termination:

Any employee terminating service with the City shall not be allowed the use of sick leave in the last two calendar weeks of employment, except by certification of illness by a competent physician.

E. Unused Sick Leave:

Upon separation from the city, employees who have at least ten (10) years and less than twenty (20) years of continuous full time service shall be paid twenty-five percent (25%) of any unused Sick Leave.

Upon separation from the city, employees who have at least twenty (20) years of continuous full time service shall be paid fifty percent (50%) of any unused Sick Leave.

Employees who qualify for and retire or receive a line of duty disability pension or who die while active employees shall be paid fifty percent (50%) of any unused Sick Leave.

F. New Effective Date

With the Pay Period starting December 29, 2015 Sick Leave will be earned by the pay period as outlined in Paragraph A of this section.

G. Sick Leave Donation:

The transfer of earned sick leave from one employee to another is permissible as long as the following criteria are met:

a. Employee Donating Sick Leave

- i) The donation may not result in balance of less than 200 sick leave hours for the donor.
- ii) The donation of sick leave must be in increments of 12 or 24 hours.
- iii) A complete "Sick Leave Donation Form" must be submitted to the City Manager's office by 5p.m. on Thursday prior to the pay period in which the donated hours are needed.
- iv) The donation is a gift and is not compensable or refundable in any way.

b. Employee Receiving Donated Sick Leave

The recipient must have exhausted all of their available Sick Leave. The actual transfer of sick leave occurs as needed. If the recipient of a donation returns to work from the approved absence, and no longer has an immediate need for additional donations, then all pending donations will not be processed.

After the transfer of sick leave is made the City Manager or his/her designee will notify the payroll department and the recipient of the donation.

Employees will use the established donation form as provided by the City of Belton.

Section 3: Emergency Leave

All full-time employees are eligible for emergency leave. Emergency leave with pay shall be granted for sickness of a member of the employee's immediate family (parents, grandparents, father-in-law, mother-in-law, brothers, sisters, sons, daughter, or spouse) that requires the employee's personal care or attention. The maximum number of hours allowed under the provisions of this paragraph will be seventy two (72) per year.

Section 4: Funeral Leave

Bargaining Unit Members, who work the 24 hour shift, may be granted at least one (1) shift to attend a funeral of a member of the immediate family.

Bargaining Unit Members, who work an eight hour shift, may be granted up to a maximum of three (3) consecutive work days.

If additional time is required or if the employee wishes to attend the funeral of a relative not covered by this section, vacation time shall be requested and not unreasonably denied by Fire Management. If a member wishes to utilize vacation under this section, the request shall be made at least twenty-four hours in advance.

Immediate family is defined, for the purpose of this section as: husband, wife, approved domestic partner, son, daughter, mother, father, brother, sister, step-mother, step-father, step-children, step-siblings, step-grandparents, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandchild, grandparents or grandparents-in-law.

Use of funeral leave for the purposes of overtime will be counted as days worked.

Section 5: Personal Leave

Regular full-time employees may be granted leave without pay, when authorized by the City Manager, for a period not to exceed one (1) year when it is in the interest of the city to do so. If not covered by FMLA leave, pregnancy and/or maternity leave shall be considered a valid reason for requesting a personal leave of absence.

At the expiration of the leave without pay, the employee has the right to the position that he/she vacated, and shall be reinstated, if the position still exists, or if not, to any other vacant position of the same rank and pay. Approved leave shall not be considered a break in service.

Section 6: Jury Duty

Upon receipt of an order to report for jury duty, the order will be shown to the immediate supervisor. The information will be relayed to the Chief and he shall grant a leave of absence with pay for the period the employee actually serves. Any payment received for jury duty must be endorsed by the employee and submitted to the City.

Section 7: Military Leave

Military Leave shall be granted in accordance with all applicable state and federal laws.

Section 8: Voting Leave

The City agrees to allow each employee who is a registered voter reasonable time off with pay, consistent with Missouri law, to vote in each general and local election.

ARTICLE IX FAMILY AND MEDICAL LEAVE ACT

Subject to the other provisions of this Agreement and in accordance with the Family Medical Leave Act (FMLA), bargaining unit employees are eligible to take up to twelve (12) weeks of unpaid Family and Medical leave in any consecutive twelve (12) month period [the twelve (12) month period is measured forward from the date the employee's FMLA leave begins] if the employee has been employed by the City for at least twelve (12) months and has worked at least one two hundred fifty (1,250) hours in the twelve (12) month period immediately preceding the commencement of the leave.

A. Reasons For Taking Leave: The City shall grant leave to an eligible employee for one or more of the following reasons:

1. To care for a newborn child;
2. To care for an adopted or foster child who has been placed with the employee;
3. To care for the employee's spouse, child or parent when that individual has a serious health condition;
4. Because the employee is unable to perform the essential functions of the employee's job because of a serious health condition;
5. To address certain qualifying exigencies related to a covered family member's (the employee's spouse, son, daughter, or parent) active duty or call to active duty status in a foreign country (and if the family member is in the National Guard or Reserves and is on or called to active duty in a foreign country, the duty must also be in support of a contingency operation); and/or
6. To care for a covered military service-member (if the employee is the spouse, parent, son, daughter, or next of kin of said service-member) who: (a) is a current member or veteran of the military (Armed Forces, National Guard, or Reserves); (b) incurred a serious injury or illness (or aggravation of a pre-existing injury or illness) in the line of duty while on active duty that renders the service member medically unfit to perform his or her duties or manifests itself within five years after the individual becomes a veteran; and (c) is undergoing medical treatment, recuperation or therapy while in the military or during the five-year period after

becoming a veteran, or is in out-patient status while in the military, or is on the military's temporary disability retired list.

- B.** A "serious health condition" is an illness, injury, impairment or physical or mental condition that involves either inpatient care in a hospital, hospice, or residential medical care facility or continuing treatment by a health care provider. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 full consecutive calendar days combined with at least two in-person visits to a health care provider (the first within 7 days and the second within 30 days of the onset of incapacity) or one in-person visit (within 7 days of the onset of incapacity) and a regimen of continuing treatment prescribed at that visit. The definition of continuing treatment also includes incapacity due to pregnancy and incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.
- C.** If the need for a leave is foreseeable, the employee must give 30 days' notice by filling out a Request for Leave form. If 30 days' notice is not practicable, the employee must give as much notice as reasonably practicable, which means the same day as or the first business day after the employee learns of the need for time off. If the need for leave is unforeseeable (including each day of unforeseeable intermittent leave), the employee must provide notice of the need for time off by complying with call-in requirements.
- D.** An employee requesting leave will be provided a Notice of Eligibility and Rights and Responsibilities. If the reason for the leave is the employee's own serious health condition or the serious health condition of a family member, the employee will also, in most cases, be provided a Certification of Health Care Provider and statement of job functions, if appropriate. The Certification, if required, must be completed by the appropriate health care provider and returned by the employee within 15 days of the employee receiving it or the leave or its continuation, or restoration following the leave, may be denied. In certain circumstances, recertification may be required. After a decision is made about the leave request, a Designation Notice will be provided to the employee either, approving leave, denying the leave, or requesting sufficient or complete information if not already provided.
- E.** Each eligible employee is entitled to a maximum of 12 work weeks of Family and Medical Leave in the 12 month period beginning with the employee's initial Family and Medical Leave except that if an employee and his or her spouse both work for the City, they are collectively entitled to take no more than 12 weeks of leave to care for a newborn, adopted or foster child and/or for the care of a parent with a serious health condition.
- F.** A leave to care for a newborn or newly adopted or newly placed foster child must be taken during the 12 month period beginning on the date of birth or placement and may not be taken on an intermittent or reduced schedule basis.
- G.** Leave necessitated by an employee's own serious health condition or to care for a seriously ill spouse, parent, or child, may be taken on an intermittent or reduced schedule basis if it is medically necessary as indicated in the Certification of Health Care Provider. If an employee requests intermittent or reduced schedule leaves for planned medical treatment, the employee may be required to transfer temporarily to an available alternative position

for which the employee is qualified and which better accommodates recurring periods of leave than does the employee's regular position.

- H.** During a leave, an employee must concurrently use credited but unused sick leave and vacation if available. Workers' compensation benefits will be paid to an employee whose serious health condition is a result of a work-related illness or injury.
- I.** While on leave, the employee's health insurance will continue with the same coverage and cost to the employee as it would if the employee were continuing to work. An employee's failure to pay the employee's share of a premium within 30 days after it becomes due may result in the cancellation of coverage.
- J.** While on leave, an employee is prohibited from working elsewhere or engaging in self-employment without the City's prior written consent.
- K.** If an employee is released to return to work with no restrictions before exhausting his/her available FMLA leave allowance, he or she is entitled to be returned to the same position or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. An employee, however, has no greater right to reinstatement or to other benefits and conditions of employment than if the employee had been continuously employed during the leave period.
- L.** Benefits, other than health insurance, will normally not accrue while an employee is on leave. An employee who is returning from an FMLA leave for the employee's serious health condition must furnish a fitness-for-duty statement prior to resuming job duties. Employees who fail to return to work from their leave will be considered a voluntary resignation and may be required to repay health insurance premiums paid by the City during the leave.

ARTICLE X HOLIDAYS

Section 1: Paid Holidays

When Emergency Medical Services/Fire personnel are scheduled for and subsequently work holidays they will be paid for an additional day at a rate of straight time.

Where a holiday falls on a non-working day, the preceding day or the following day shall be observed as a holiday for City employees at the discretion of the City Manager.

Section 2: Holiday Hours

A holiday, for the purpose of a member being paid pursuant to this article, shall be recognized as beginning at 08:00 hours on the actual day of the holiday listed below and terminating 24 hours thereafter.

Section 3: Holidays

Legal holidays observed by the City government shall be as follows:

1. New Year's Day
2. Martin Luther King Jr. Day
3. President's Day
4. Good Friday
5. Memorial Day
6. Independence Day
7. Labor Day
8. Thanksgiving Day
9. The Day following Thanksgiving
10. Christmas Eve
11. Christmas Day

ARTICLE XI CLOTHING

Section 1: Initial Allowance

The City shall furnish to all members of the bargaining unit an initial uniform and protective clothing issue as follows:

- A. Dress Uniforms:
 - a. one (1) dress pants
 - b. one (1) long sleeve Dress Shirt
 - c. two (2) name badges
 - d. two (2) badges
 - e. two (2) sets collar brass
- B. Uniforms:
 - a. four (4) pants
 - b. two (2) pair EMS shorts
 - c. four (4) T-shirts
 - d. one (1) Duty Champ Jacket
 - e. one (1) work cap
 - f. one (1) stocking cap
 - g. two (2) pair leather work gloves
- C. Personal Protective Clothing
 - a. two (2) sets of Bunker Coat & Pants
 - b. one (1) Helmet
 - c. one (1) pair Bunker Boots

- d. two (2) pair fire gloves
- e. two (2) Nomex hoods
- f. one (1) eye glass bracket for SCBA
- g. one (1) prescription lenses for SCBA (up to \$200).

Section 2: Replacement

- A. The City will replace City issued clothing and equipment when worn out through normal use or destroyed or damaged beyond repair during any emergency activity.
- B. The City will conduct yearly inspections of bunker gear and protective gear will be replaced by the City when said uniforms and protective gear are presented by the employee as no longer fitting or are worn to such a degree as they no longer presentable for wear. All uniforms and gear, as phased in for purchase, shall meet the minimum standards for safety.
- C. Bargaining unit members are required to furnish their own station footwear, which shall meet the City's standard for safety. The City will pay each bargaining unit member a one hundred twenty five (\$125.00) dollar footwear allowance annually on his/her Hire Date or Rank date, whichever is applicable.

ARTICLE XII INSURANCE

Section 1: Insurance

- A. Health Insurance: The City shall assume the full cost of hospital and surgical care insurance for all full-time regular employees, who indicate their desire to have this insurance, subject to an annual review. Family coverage shall be made available to each employee on the City plan; however a portion of the cost involved shall be borne by the employee. Rates for family coverage shall be determined on an annual basis at the time rates are proposed for the employee coverage.

The City shall withhold one-half of the monthly premium for dependent coverage from each of the two pay periods in advance of the premium due date. For those months where three pay periods occur, no deduction for the insurance premium will be made from the third payroll check. Dependent coverage may be terminated by the employee by stating in writing to the City Manager thirty (30) days in advance the desire to terminate this coverage. The City may offer the employee a choice in regard to medical coverage. The employee may choose the coverage most desirable to him/her.

- B. Dental Insurance: the City shall assume the full cost of dental insurance premiums for all full-time regular employees, who indicate their desire to have this insurance, subject to an annual review. Family coverage shall be made available to each employee on the City plan; however a portion of the cost involved may be borne by the employee.

- C. Life Insurance: Life insurance, in the amount determined by the City, shall be carried on each full-time employee, the full cost of which shall be paid by the City.
- D. Disability Insurance: Disability pay insurance shall be offered to each full-time employee to be paid by deducting such cost from the individual's pay. Disability pay insurance shall be an optional coverage which would primarily serve for any long-term illness or accident extended beyond sick leave accrual. The length of time such disability pay is payable shall be in accordance with the policy most beneficial to the employee. Disability pay protects the employee for sickness, accidents which occur while the employee is off duty and should not be confused with coverage carried by the City on each employee under the requirements of the State Workers Compensation Law. A disability insurance provider may be selected by the Union and payroll deduction will be provided by the employer.
- E. Vision Insurance: the City shall assume the full cost of vision insurance premiums for all full-time regular employees, who indicate their desire to have this insurance, subject to an annual review. Family coverage shall be made available to each employee on the City plan; however a portion of the cost involved may be borne by the employee.
- F. In the event of temporary total disability, the City's liability for any insurance premium payments shall be limited to the extent that the employee qualifies for FMLA leave, sick leave, vacation time, or a combination of the above. At the expiration of all qualifying leave time, the employee may elect to pay his portion of hospitalization premiums under the City of Belton group plan for a period not to exceed one (1) year from the date of total disability.

Section 2: Insurance Premiums

Any change in Insurance Premiums will be detailed in Appendix-E attached to this CBA.

Section 3: Advisory Health Committee

The Union shall designate one or more bargaining unit members to serve on the City's Health Care Advisory Committee. The committee shall meet, at least once a year, to discuss the insurance programs and any proposed changes to existing health care benefits prior to any request for proposal (RFP) or meeting with vendors. The Union and Advisory Health Committee will be notified of any changes to employee healthcare prior to any implementation of those changes.

ARTICLE XIII WORK INJURY LEAVE SUPPLEMENTAL PAY

Section 1: Amount

Any employee who is injured on the job shall be eligible for injury time with pay at a rate that, when added to Worker's Compensation payments due the employee, will equal the employee's net pay, after deductions. The extent of this supplemental pay is ninety (90) work shifts for 24 hour

shift employees and 120 work days for forty (40) hour/weekly employees for each new and separate injury. Such supplemental pay will not be charged against the employee's accrued sick leave or vacation time.

Section 2: Use of Work Injury Leave

The employee's eligibility for work injury leave with supplemental pay will be dependent on the notification of the injury being made in writing to the Department Head within twenty-four hours of the time the injury is sustained. Weekend and holiday injury reports will be accepted on the next regular day of work. In cases when the injured employee has been transported due to an emergency, the company officer shall complete the report. The injured employee will be required to sign the report to verify its content.

Section 3: Extended Work Injury Leave

After ninety/one hundred twenty (90/120) days of work injury leave with supplemental pay, regular full-time employees will use their sick leave accruals if more injury leave is required. The employee may use accumulated vacation, if any, if additional work injury leave is required, in lieu of leave without pay.

Probationary and regular full-time employees, who have exhausted all accrued leave, may be granted extended injury leave without pay with the approval of the City Manager, but in no case will an extension be for more than one (1) year. In these cases the City Manager may require that a physician appointed by the City evaluate the employee. Leave will not be accrued for the period the employee is on work injury leave.

Section 4: Modified Duty

Modified duty schedules will be assigned at the discretion of the Fire Chief but cannot be unreasonably denied. The assignment may be made only after proper medical evaluation is made and modified duty is approved by a medical practitioner. Modified duty scheduling will be utilized only in cases of injury time.

These positions shall be filled by bargaining unit members whose prognosis has been determined by a physician, who states that said employee is expected to fully recover and return to full duty. Modified duty assignments shall not exceed six (6) months unless approved by the Fire Chief.

The modified duty positions shall be selected by the Fire Chief and may be in Fire Prevention, Training Division or other divisions of the Fire Department or other departments in the city.

Such assignment may be to the employee's regular assigned shift or temporarily assigned to a forty (40) hour week. Bargaining unit members on modified duty shall not receive a reduction of pay or benefits, with exception of FLSA overtime and holiday pay which will only be paid if appropriate hours are worked.

Section 5: Positions by Non-Fire Fighting Employees

Whenever a member of the Belton Fire Department becomes physically incapable of performing firefighting duties, because of injury or otherwise, but such member is found by the City to be able and qualified to perform the duties of a position or positions held by non-emergency service employees of the City, such member shall be given consideration in filling vacancies in such non-emergency services positions.

ARTICLE XIV FIRE DEPARTMENT PHYSICALS

Section 1: Fire Department Physicals

The City agrees to provide a yearly physical which will include a review of health history, a comprehensive review of all body systems including: vision, hearing, Pulmonary Function test, Twelve (12) Lead EKG and Maximal Aerobic Capacity Examination as recommended by the fire department physician and/or approved through Labor Management, Chemistry 12 Blood Profile, and all necessary vaccinations, boosters and other required tests based on each fire fighter's exposure record for the year.

Medical conditions that impact the employee's ability to perform firefighting activities, identified by the fire department physician as work related shall be treated in accordance with Article XIII, sections 1 through 5.

ARTICLE XV BFD RULES AND ORDERS

All verbal Departmental rules and orders shall be placed in writing as soon as practical by the City. Employees will be given notice of new rules and orders through normal departmental channels, i.e. electronic mail, departmental memorandum.

ARTICLE XVI PROMOTIONS

Section 1: Promotions

Both parties are opposed to the use of political appointments and desire the maintenance of experience requirements that will insure the safety of the public and members of the Fire Department.

Section 2: Captains Promotion

Promotion to the rank of Captain will be done by Competitive Exam. The Fire Chief shall issue an administrative policy that outlines the requirements and procedures for promotional exams. These

rules shall address eligibility requirements, types of exams, when exams will be held, methods for determining the eligibility list, and a bibliography of study materials used in testing.

This policy shall also indicate the minimum amount of time before a test that the requirements and/or procedures for promotional exams may change. All promotional positions covered by this agreement will have these policies.

The Captains promotional examination shall be given prior to the expiration of promotional lists in effect in order that new lists shall become effective immediately upon the expiration of the previous lists. The promotional list shall run two (2) years, but may run for a shorter time if such list becomes exhausted or if the Union and Fire Management mutually agree to extinguish the list.

Section 3: Fire Apparatus Operator Promotion

Promotions to the rank of Fire Apparatus Operator will be done by seniority based upon the bargaining unit members Hire Date and the member must be a Senior Firefighter Paramedic or Senior Firefighter EMT.

Section 4: Senior Firefighter Paramedic Qualification

This is not a promotion but a qualification. You must have at least five (5) years of service in the Department and at least one (1) year of service as a Firefighter-Paramedic and pass a qualifications test that is developed by the Labor Management Committee process.

Section 5: Senior Firefighter Emergency Medical Technician Qualification

This is not a promotion but a qualification. You must have at least five (5) years of service in the Department and at least one (1) year of service as a Firefighter-EMT and pass a qualifications test that is developed by the Labor Management Committee process.

Section 6: Paramedic Promotion

Bargaining Unit members who hold the rank of Firefighter/EMT who meet the qualifications of Firefighter/Paramedic shall be promoted to the rank of Firefighter/Paramedic upon completion and orientation of the Fire Department.

The effective date of the promotion will be at the start of the full pay period within 30 days of the fire management receiving the qualification change.

Any cost associated in meeting the qualifications of Firefighter/Paramedic will be at the member's expense.

Firefighter/EMT'S must take their own leave to meet the qualifications for Firefighter/Paramedic.

ARTICLE XVII DISCIPLINARY PROCEEDINGS

Any time an employee is called before a supervisor for the purpose of considering disciplinary action, the employee shall have a right to be represented by the Union or any other representative of their choosing and shall be notified of that right and given adequate time to obtain such representation upon request.

The right to Union representation, as referenced above, includes occasions when members are confronted by persons for any reason that may lead to disciplinary action, including: an investigatory interview or hearing; a formal discussion regarding a problem related to performance, behavior or conduct; and/or proceedings, in which discipline is discussed or administered.

Three (3) Union representatives and three (3) Management representatives will be the normal limits allowed for the purposes of considering Departmental grievances and discipline. More or less representation may be mutually agreed upon.

The City shall not discharge or discipline any employee without just and proper cause. All discipline will be imposed fairly and equally and only for just and proper cause. The Fire Chief or his/her designee shall hold an informal predetermination hearing before imposing any disciplinary termination, disciplinary suspension or disciplinary demotion. An individual may be suspended with pay pending such a predetermination hearing.

Employees shall cooperate with the employer in all matters of mutual interest, but no employee to whom this agreement is applicable shall be called before a member of management or a supervisor in connection with the investigation of a matter which may involve his/her discharge, suspension or other discipline unless so called within twenty-five (25) calendar days, after notice of the alleged offense has come to the attention of management except where circumstances make it impractical to take action.

Once the Employer cites an employee for an alleged rule or policy violation it becomes incumbent upon the Employer to take any contemplated disciplinary action within forty-five (45) days of the citation except where circumstances make it impractical to take action. If no such action is forthcoming within aforementioned forty-five (45) calendar days, then the incident will be considered dropped by the employer.

All matters concerning the discharge or discipline will be subject to the grievance procedures as set forth within this Collective Bargaining Agreement.

The following are the standard disciplinary penalties that may be imposed as a part of the Progressive Discipline System to be followed by the City. The penalty imposed in a particular case will be based on the circumstances of that case and the City may skip one or more intermediate steps when the seriousness of an act of misconduct or poor performance justifies a more serious penalty.

1. **Counseling:** An informal discussion between an employee and supervisor/department head, usually concerning expected employee behavior, conformity to city

policy or expected job performance. A notation will be made in employee's file of the counseling session.

2. **Verbal Reprimand:** A formal, verbal rebuke of an employee by the supervisor/department head for specific infractions(s) of city policy, unacceptable job performance. A notification that a reprimand was given shall be made and placed in the employee's personnel file. The employee may attach a written rebuttal to the notation in the personnel file. These notifications will be removed if, for the period of one year, no repeated incidents of any rules infraction occur.

3. **Written Reprimand:** A written rebuke of an employee for specific infraction(s) of city policy, unacceptable personal conduct or unacceptable job performance. All written reprimands shall be initialed by the employee and placed in the employee's personnel file and the employee will be given a signed copy. The employee may place a written rebuttal in the personnel folder attached to the reprimand.

4. **Suspension Without Pay:** The ordered absence from duty without pay for a specific period for specific infraction(s) of city policy, unacceptable personal conduct or unacceptable job performance. A signed letter of cause will be given to the employee as soon as possible but in no case later than the beginning of the regular work day on which the suspension is scheduled to begin, setting the reason for the suspension and its duration. A copy will be made a permanent part of the employee's personnel folder and a copy will be forwarded to the City Manager. An employee suspended without pay may not use previously accrued vacation days in lieu of suspension days.

5. **Involuntary Demotion:** Reassignment from an employee's current position to one of a lesser starting pay and lower responsibility level for specific infraction(s) of city policy, unacceptable personal conduct or unacceptable job performance when the employee has demonstrated an inability to perform the job duties and responsibilities of that position. A letter of cause will be given to the employee at least ten (10) working days prior to the effective date stating the reason for the demotion and the effective date. The letter of cause will be made a permanent part of the employee's personnel file with a copy forwarded to the City Manager.

6. **Dismissal:** The release of an employee from city service for a specific infraction(s) of city policy, unacceptable personal conduct or unacceptable job performance. A letter of dismissal shall be provided to the employee stating the reason for dismissal.

ARTICLE XVIII GRIEVANCE PROCEDURE

The following procedure is established for the prompt resolution of grievances or disputes which may arise out of the interpretation or application of this Agreement. By mutual agreement, the parties may extend any time deadline established in this Article. Absent such agreement, however, if Fire Management or the City fails to issue a timely response to a grievance as provided for in this Article, the Union may immediately advance such grievance to the next step.

Section 1: Member Grievances

Any employee covered by this Agreement who believes he or she has a grievance arising out of the interpretation or application of this Agreement and/or the Union may initiate and process such grievances, as set forth below.

Step 1: The employee and/or the Union may take the matter up orally or in writing with his or her immediate supervisor outside the bargaining unit, or at the first step above the supervisory level at which the grievance arises, within ten (10) days after the employee knew or reasonably should have known of the facts giving rise to the grievance. The parties desire to resolve as many grievances as possible at this step, but in any event, the supervisor shall give the employee an answer within ten (10) days after the grievance has been presented to him or her.

Step 2: If the matter is not satisfactorily resolved in Step 1, the employee, with a Union representative, may advance the grievance within ten (10) days after receipt of the answer in Step 1, to the Deputy Chief or next supervisory level. At this stage, the grievant shall provide a written statement of the grievance, containing a concise statement of the facts giving rise to the grievance, the applicable section of the Agreement and the relief sought. Within ten (10) days after receipt of the written grievance, or such time as may be agreed upon in writing by the Deputy Chief, the employee and the designated representative(s) of the Union, the parties shall meet and try to resolve the matter. Within ten (10) days after such meeting, the Deputy Chief shall give his/her answer in writing to the Union.

Step 3: If the matter is not satisfactorily resolved in Step 1 or 2, the employee with the Union, may take the matter to the Fire Chief, or his or her designated representative, by submitting a copy of the grievance and the answer to the Fire Chief within ten (10) days after receipt of the answer in Step 2. Either the Union or the Fire Chief may request a meeting to discuss the grievance. This meeting shall be held within ten (10) days of submission of the grievance at this step. The Fire Chief will give the Union a written answer within ten (10) days of the meeting, or within ten (10) days of the submission, if no meeting is requested.

Step 4: If the Union is not satisfied with the answer received in the preceding step, it may submit the grievance to the Assistant to the City Manager, or his or her designated representative, within ten (10) days thereafter. The Assistant to the City Manager will give the Union a written answer within ten (10) days of receipt of the grievance. During this period, a meeting between the Assistant to the City Manager-Human Resources and the Union shall be held if requested by the Union or the Assistant to the City Manager.

Step 5: If the Union is not satisfied with the answer received in the preceding step, it may submit the grievance to the City Manager, or his or her designated representative, within ten (10) days thereafter. The City Manager will give the Union a written answer within ten (10) days of receipt of the grievance. During

this period a meeting between the City Manager and the Union shall be held if requested by the Union or the City Manager.

Section 2: Union Grievances

The Union may directly initiate a grievance involving the prospective interpretation or application of this Agreement or matters beyond the jurisdiction of any one supervisor at the supervisory level at which the action giving rise to the grievance was taken or at one level above such supervisory level in writing, with the original to the Fire Chief and a copy to the Assistant to the City Manager, within the time periods set forth above. Such grievances may be processed through the Steps, as set forth above.

Section 3: Grievances Arising from Disciplinary Action

Grievances challenging discharge, demotion or suspension action can be submitted to the Assistant to the City Manager as described above in Step 4 within ten (10) days of a Notice of Disciplinary Action - e.g., within ten (10) days after the Fire Chief has issued his/her decision following the predetermination hearing.

Within ten (10) days of the issuance of the Assistant to the City Manager's answer, an election must be made in discharge, demotion or suspension cases if the matter is to proceed further to Step 5. Assuming that the grievant desires to pursue the matter further; an election can be made to proceed before the City Manager.

Section 4: Disciplinary Grievances of Newly Hired Employees

Newly hired employees who are disciplined or discharged during their initial probationary period shall have the right to appeal such discipline or discharge through the grievance procedure but shall not have the ability to arbitrate such grievances. This section shall not apply to permanent employees on probationary status due to promotion.

Section 5: Final Resolution

Grievances may be settled at any of the steps of the grievance procedure and if the settlement is reduced to writing and signed by representatives of both the Union and the City, such resolution shall be final to the grievance.

If the grievance is not resolved by the steps provided above, the following alternative procedures will be available:

1. The matter shall be submitted to advisory arbitration at the request of either the City or the Union. In the event the parties cannot agree upon an arbitrator, the arbitrator shall be selected from a panel submitted by the Federal Mediation and Conciliation Service with the party requesting arbitration striking the first name from the list. To the extent that such arbitration involves an issue of discipline or discharge imposed upon a bargaining unit employee after his/her initial probationary period, the parties agree to abide by the advisory decision of the arbitrator.

2. The City and the Union may agree to submit the matter to binding arbitration. In such event, the agreement to arbitrate shall specify the issues to be submitted, the name of the arbitrator or the procedure for selecting an arbitrator, and any necessary procedural details.
3. The decision of the arbitrator shall be subject to the following conditions:
 - a. The arbitrator shall determine the procedural rules of arbitration, and make such orders during the pendency of the proceeding as are necessary to enable the arbitrator to act effectively.
 - b. The arbitrator shall have no power to add to, subtract from or modify any of the terms of this Collective Bargaining Agreement.
 - c. The arbitrator shall have no power to establish or change any wage rates.
 - d. The arbitrator shall have discretion to reduce or raise the discipline imposed.
 - e. The costs of the arbitrator shall be shared equally by the City and the Union.
 - f. The arbitrator shall render his/her award within thirty (30) days of the close of the hearing or receipt of the parties' briefs, whichever is later.
 - g. This provision does not extend to negotiations for amendment of this Collective Bargaining Agreement or for mediation of any disagreements involved in such negotiation.

In the event that arbitration is not requested within fifteen (15) days of the Assistant to the City Manager decision, (or the City Manager's decision, if the dispute has been submitted to him) the matter shall be considered dropped.

The parties may agree in writing to any other recognized form of dispute resolution, including the scheduling of meetings involving the same or different individuals or use of third parties.

ARTICLE XIX LABOR MANAGEMENT COMMITTEE

Section 1: Labor/Management Committee

There will be a Labor/Management Committee with equal representation from the City and the Union. This committee shall be co-chaired. The co-chair persons are responsible for preparing a written agenda at least ten (10) calendar days in advance of the meeting.

Section 2: Meeting Date & Times

The committee shall meet at least every other month at a time agreeable to both parties. The committee shall also be convened within five (5) calendar days of a request from either the Union or the City to address issues of a critical or emergency nature.

Section 3: Informal Meetings

This Committee does not preclude officers or other supervisors of the Fire Department from meeting with Stewards or other designated Union representatives on an informal basis.

Section 4: Changes

This Committee is not vested with the power to change, modify, or alter this Agreement.

Section 5: New Rules & Policy

The City agrees to provide the Union with advance notice regarding the development and promulgation of any broadly based rules or policies that may affect Bargaining Unit members and to provide the Union an opportunity for meaningful input into such development and promulgation. Such notice and opportunity shall be provided at the earliest date possible.

Section 6: Alternate Structures

In lieu of the Labor/Management Committee provision set forth above, the parties may adopt mutually agreeable alternative committee structures and procedures. The parties have adopted the alternative set forth in Appendix D. If the parties cease using the alternative set forth in Appendix D, the provisions of this Article XIX will apply.

ARTICLE XX RETIREMENT SYSTEM & DEFERRED COMPENSATION PLAN

Section 1: Missouri Local Government Employees Retirement System

Upon completion of six (6) months of employment, an employee shall be enrolled in the Missouri Local Government Employees Retirement System (LAGERS). The City shall enroll all bargaining unit employees in the Local Government Employees Retirement System (LAGERS) Benefit Program L-6 in the first year of this Agreement.

Section 2: Deferred Compensation Plan

Members of Local No. 42 employed by the City shall be afforded the option of entering into a Deferred Compensation Plan governed by the Internal Revenue Code 457. A company with an established program shall administer the deferred compensation program. It is however understood that the City will make available the IAFF Financial Corporation 457 Plan as either the sole option, or one of the options that bargaining unit members may participate in, provided the City is required

to incur no substantial additional costs as a result of offering such plan. Bargaining unit members will be entitled to transfer 457 plan assets to the plan of choice without penalty

ARTICLE XXI PAYROLL DEDUCTIONS

Section 1: Credit Union

The City agrees to payroll deduction for a Union selected Credit Union provided the City is required to incur no significant additional costs as a result of offering such option.

ARTICLE XXII PAY

During the course of this Agreement, pay for the members of the bargaining unit shall be in accordance with this Article and the attached Appendices. Note: the attached Appendices do not reflect future increases resulting from the agreed upon cost of living adjustments.

Section 1: Wages Fiscal Year 2018

Bargaining Unit Members upon receiving a satisfactory annual performance evaluation shall be moved up one pay step (Merit Increase) on the pay scale on their Hire Date or Rank Date, whichever is applicable in FY-2018. (See the attached Appendix C for salary, and step increases)

Those Bargaining Unit Members that have a Hire or Rank Date from April 1, 2017 to May 15, 2017 will become effective on May 16, 2017.

Section 2: Promotion Increase

If the employee is promoted, and that employee has received a merit pay increase for that fiscal year, then they shall be advanced to the step on the salary schedule that will result in at least a five percent (5%) increase in the employee's pay.

If the employee is promoted, and that employee has not received a merit pay increase for that fiscal year, then they shall be advanced to the step on the salary schedule that will result in at least a seven and half percent (7.5%) increase in the employee's pay.

The promotion of any employee will establish a new anniversary date for pay purposes on the effective date of the promotion which will be referred to as their new rank date.

In no event will any promotional increase place the promoted employee above the top salary in the new rank.

Section 3: Working Out of Class (WOC)

Whenever a vacancy in the position of Captain, or Shift Commander (Battalion Chief) exist due to an absence or otherwise, a qualified employee in the next lower rank shall be work out of class for the length of the vacancy. In the event the employee’s pay is above the first step in that pay range, the employee will be advanced to a step that represents a five percent (5%) increase above their current wage rate.

A list of employees determined to be qualified for temporary promotion shall be maintained by the Fire Chief and a copy provided to the Union. Opportunities for paid service as temporarily promoted employees shall be rotated as equally as practicable among all of the qualified employees on the shift on which the vacancy occurs.

When there is a vacancy in the position of Fire Apparatus Operator exist due to an absence or otherwise, a Senior Firefighter Paramedic, chosen by the Captain on duty, will have the duties of the Fire Apparatus operator for the hours of the absence.

If a vacancy exist, due to whatever reason, that is longer than a pay period then Fire Management has the right to move the highest member on a promotional list to WOC in that vacancy.

ARTICLE XXIII AFFECTED BENEFITS

Those benefits, which were entered into and modified, are the only benefits affected. The union and the city agree that any change to working conditions or condition of employment not contained within this Collective Bargaining Agreement is subject to collective bargaining.

ARTICLE XXIV SAVINGS CLAUSE

If any provision of this agreement or the application of such provision should be rendered or declared by any court or be reason of any existing or subsequently enacted legislation, the remaining parts or portions of this agreement shall remain in full force and effect.

ARTICLE XXV TERM OF AGREEMENT

Section 1: Term of Agreement

This Collective Bargaining Agreement will remain in effect until 07:59:59, April 1, 2018.

Section 2: Renewal

This Agreement shall automatically renew thereafter and remain in effect from year to year, unless either party notifies the other in writing at least sixty (60) days prior to the expiration date, of a desire to modify the Agreement.

Section 3: Negotiations of New Agreement

Negotiations shall commence within forty-five (45) days of either party's notification that it desires to modify this agreement. Such notification may be made between September 1, 2017 and April 1, 2018.

Articles IV, XII, XIII, XVI, XX, XXII, XXV and Appendix C and E were amended on June 27, 2017.

IN WITNESS WHEREOF, the parties hereto have executed amendments to this AGREEMENT on the _____ day of _____, 2017.

FOR THE CITY:

FOR THE UNION:

Alexa Barton, City Manager

William Galvin, President

Norman K. Larkey, Sr., Fire Chief

Mark Graves, Executive Board Member

Jeff Davis, Mayor

Appendix A



**PAYROLL DEDUCTION AUTHORIZATION
FOR
UNION DUES**

NAME: _____

SOCIAL SECURITY #: _____

ADDRESS: _____

Effective this date, I hereby authorize the City of Belton, Missouri to deduct from my pay an amount equal to the dues charged members of Local No. 42 of the International Association of Fire Fighters (Local No. 42), including any amounts for other fees and/or assessments appropriately levied by the membership of Local No. 42. Currently, Local No. 42's membership dues are in the amount of _____ each pay period, as established by official action of the membership of Local No. 42.

I further authorize that amounts equal to future dues, fees and assessments are to be deducted from my pay at the rate established by appropriate action of the membership of Local No. 42, when such adjustments are made. Such adjusted rate shall be deducted the first full pay period after the effective date of the adjustment.

This authorization shall be irrevocable for one (1) year or until the expiration of the Collective Bargaining Agreement, whichever occurs first. Thereafter, revocation may be made by written notice to the Union and the City of Belton, Missouri, by certified mail, postmarked within seven (7) days of the anniversary of this authorization.

This authorization is in no way contingent upon my status as a member of Local No. 42.

SIGNATURE _____
DATE

**ADDITIONAL AUTHORIZATION FOR
DEDUCTION OF INITIATION FEE**

In addition to the above authorization, I am further directing and authorizing the City of Belton, Missouri to deduct the additional amount of _____ from my first pay check for payment of my IAFF Local No. 42 initiation fee.

SIGNATURE

Appendix B

**PAYROLL DEDUCTION AUTHORIZATION FOR
SERVICE AND REPRESENTATION FEE**

NAME: _____

SOCIAL SECURITY # _____

ADDRESS: _____

Effective this date, I hereby authorize City of Belton, Missouri, to deduct from my pay the amount of _____ each pay period as a service and representation fee to Local No. 42 of the International Association of Fire Fighters.

I further authorize for future adjusted service and representation fees to be deducted from my pay at the rate established by reasonable calculation of the Local when adjustments are made. Such adjusted rate shall be deducted the first full pay period after the effective date of the adjustment.

This authorization shall be irrevocable for one (1) year or the expiration of the Collective Bargaining Agreement, whichever occurs first. Thereafter, revocation may be made by written notice to the Union and to City of Kansas City, by certified mail, postmarked within seven (7) days of the anniversary of this authorization.

SIGNATURE

DATE

Appendix C

PAY SCALES

Firefighter-EMT	32 (Steps 1-18)
Senior Firefighter-EMT	37 (Steps 6-18)
Firefighter-Paramedic	39 (Steps 1-18)
Senior Firefighter-Paramedic	41 (Steps 6-18)
Fire Apparatus Operator	43 (Steps 11-18)
Captain	47 (Steps 11-18)

APPENDIX C SALARY SCHEDULE FOR LOCAL 42 FOR FY18

32	FIREFIGHTER/EMT
37	SENIOR FIREFIGHTER/EMT
39	FIREFIGHTER/MEDIC
41	SENIOR FIREFIGHTER/MEDIC
43	FIRE APPARTUS OPERATOR
47	CAPTAIN

GRADE	STEP	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
32	HR	12.0583	12.3597	12.6687	12.9855	13.3101	13.6428	13.9839	14.3335	14.6919	15.0592	15.4356	15.8215	16.2171	16.6225	17.0380	17.4640	17.9006	18.3481
	OT	18.0874	18.5396	19.0031	19.4782	19.9651	20.4643	20.9759	21.5003	22.0378	22.5887	23.1534	23.7323	24.3256	24.9337	25.5571	26.1960	26.8509	27.5222
	BWK	1,278.18	1,310.13	1,342.89	1,376.46	1,410.87	1,446.14	1,482.30	1,519.35	1,557.34	1,596.27	1,636.18	1,677.08	1,719.01	1,761.98	1,806.03	1,851.18	1,897.46	1,944.90
	MTH	2,769.39	2,838.62	2,909.59	2,982.33	3,056.89	3,133.31	3,211.64	3,291.93	3,374.23	3,458.59	3,545.05	3,633.68	3,724.52	3,817.63	3,913.07	4,010.90	4,111.17	4,213.95
	ANN	33,232.65	34,063.47	34,915.05	35,787.93	36,682.63	37,599.69	38,539.69	39,503.18	40,490.76	41,503.03	42,540.60	43,604.12	44,694.22	45,811.58	46,956.86	48,130.79	49,334.06	50,567.41
37	HR						15.4272	15.8129	16.2082	16.6134	17.0288	17.4545	17.8908	18.3381	18.7966	19.2665	19.7481	20.2419	20.7479
	OT						23.1408	23.7194	24.3123	24.9201	25.5431	26.1817	26.8363	27.5072	28.1949	28.8997	29.6222	30.3628	31.1218
	BWK						1,635.29	1,676.17	1,718.07	1,761.02	1,805.05	1,850.18	1,896.43	1,943.84	1,992.44	2,042.25	2,093.30	2,145.64	2,199.28
	MTH						3,543.12	3,631.70	3,722.49	3,815.55	3,910.94	4,008.71	4,108.93	4,211.65	4,316.95	4,424.87	4,535.49	4,648.88	4,765.10
	ANN						42,517.42	43,580.36	44,669.86	45,786.61	46,931.28	48,104.56	49,307.17	50,539.85	51,803.35	53,098.43	54,425.89	55,786.54	57,181.20
39	HR	14.3335	14.6919	15.0592	15.4356	15.8215	16.2171	16.6225	17.0381	17.4640	17.9006	18.3481	18.8068	19.2770	19.7589	20.2529	20.7592	21.2782	21.8101
	OT	21.5003	22.0378	22.5887	23.1534	23.7323	24.3256	24.9337	25.5571	26.1960	26.8509	27.5222	28.2102	28.9155	29.6384	30.3793	31.1388	31.9173	32.7152
	BWK	1,482.30	1,519.35	1,557.34	1,596.27	1,636.18	1,677.08	1,719.01	1,761.98	1,806.03	1,851.18	1,897.46	1,944.90	1,993.52	2,043.36	2,094.45	2,146.81	2,200.48	2,255.49
	MTH	3,211.64	3,291.93	3,374.23	3,458.59	3,545.05	3,633.68	3,724.52	3,817.63	3,913.07	4,010.90	4,111.17	4,213.95	4,319.30	4,427.28	4,537.96	4,651.41	4,767.70	4,886.89
	ANN	39,503.16	40,490.76	41,503.03	42,540.60	43,604.12	44,694.22	45,811.58	46,956.87	48,130.79	49,334.06	50,567.41	51,831.60	53,127.39	54,455.57	55,816.96	57,212.38	58,642.69	60,108.76
41	HR						17.0381	17.4640	17.9006	18.3481	18.8068	19.2770	19.7589	20.2529	20.7592	21.2782	21.8101	22.3554	22.9143
	OT						25.5571	26.1960	26.8509	27.5222	28.2102	28.9155	29.6384	30.3793	31.1388	31.9173	32.7152	33.5331	34.3714
	BWK						1,806.03	1,851.18	1,897.46	1,944.90	1,993.52	2,043.36	2,094.45	2,146.81	2,200.48	2,255.49	2,311.88	2,369.67	2,428.91
	MTH						3,913.07	4,010.90	4,111.17	4,213.95	4,319.30	4,427.28	4,537.96	4,651.41	4,767.70	4,886.89	5,009.06	5,134.29	5,262.65
	ANN						46,956.87	48,130.79	49,334.06	50,567.41	51,831.60	53,127.39	54,455.57	55,816.96	57,212.39	58,642.70	60,108.76	61,611.48	63,151.77
43	HR											20.2529	20.7592	21.2782	21.8101	22.3554	22.9143	23.4871	24.0743
	OT											30.3793	31.1388	31.9173	32.7152	33.5331	34.3714	35.2307	36.1115
	BWK											2,146.81	2,200.48	2,255.49	2,311.88	2,369.67	2,428.91	2,489.64	2,551.88
	MTH											4,651.41	4,767.70	4,886.89	5,009.06	5,134.29	5,262.65	5,394.21	5,529.07
	ANN											55,816.97	57,212.39	58,642.70	60,108.77	61,611.49	63,151.78	64,730.57	66,348.84
47	HR											22.3554	22.9143	23.4871	24.0743	24.6762	25.2931	25.9254	26.5735
	OT											33.5331	34.3714	35.2307	36.1115	37.0143	37.9396	38.8881	39.8603
	BWK											2,369.67	2,428.91	2,489.64	2,551.88	2,615.67	2,681.07	2,748.09	2,816.80
	MTH											5,134.29	5,262.65	5,394.21	5,529.07	5,667.30	5,808.98	5,954.20	6,103.06
	ANN											61,611.48	63,151.77	64,730.56	66,348.83	68,007.55	69,707.73	71,450.43	73,236.69

Appendix D:

PARTNERSHIP AGREEMENT FOR THE BELTON, MISSOURI, FIRE DEPARTMENT LABOR/MANAGEMENT STEERING COMMITTEE

I INTRODUCTION

The parties to this Agreement believe that the establishment of this Committee, under this agreement, is an appropriate and effective way to establish and maintain a cooperative relationship between management and labor. The parties further believe that a stable and productive work relationship between labor and management will be achieved resulting in positive and long term gains to management and labor and the public served by the Belton, Missouri, Fire Department (Fire Department or Department).

II STATEMENT OF PHILOSOPHY & PURPOSE

The Fire Department and its employees are committed to providing the highest level of emergency and non-emergency service to the citizens of Belton, Missouri, in the most efficient and cost-effective manner, while recognizing that all employees deserve to be valued and respected and that they deserve to be provided the resources necessary to deliver this service safely and professionally. The parties believe that the establishment and operation of this Committee will enhance the ability of the Department and its employees to fulfill this commitment.

It's the Committee's view that all issues arising in the workplace are best addressed through cooperative action. The Committee also recognizes that the persons who are affected by workplace operations, policies, rules, decisions and so forth, including contemplated changes to such operations, policies, rules, decisions and so forth, should be involved in the formulation, planning, analysis, implementation and/or change or improvement to such operations, policies, rules and decisions. The persons directly involved and affected are not only the most likely to have the best and most realistic ideas, but, also, deserve to be involved in decisions that affect the quality of their work and the quality of their work life.

It is the express role and purpose of the Committee to serve as a vehicle for bringing life to the philosophy and beliefs described herein. The Committee is committed to guide and develop projects, programs and ways of working that make it possible to improve the quality of work and the quality of working life of the members of the Belton, Missouri, Fire Department, while enhancing the delivery of emergency and non-emergency services to the citizens of Belton, Missouri.

III GROUND RULES

- A. **Parties:** The parties to this Agreement are Fire Administration, which is the senior management of the Belton, Mo. Fire Department (hereinafter "Department"). This includes the Fire Chief, Assistant Chief and all Battalion Chiefs. Local No. 42 of the International Association of Fire Fighters (hereinafter "Local 42"). Each party shall appoint its representatives to this Labor/Management Steering Committee (hereinafter "Committee" or "Steering Committee"), as provided for below.
- B. **Issues Addressed:** Labor/Management activities of the Committee shall be directed toward issues of mutual concern. While the issues mutually agreed upon to be addressed by the Committee shall not otherwise be limited, the Committee recognizes that it may not alter, amend or negate any provision of an existing memorandum of understanding, except by proper means and with proper authorization.
- C. **Voluntary Involvement:** Participation in the Committee, by the parties, Fire Administration, and Local 42, is voluntary. Any party may withdraw from the Committee at any time by providing written notice to the other parties. Further, as noted above, only those issues agreeable to all parties shall be addressed. Individual members and alternates of the various committees shall serve until replaced.

IV STEERING COMMITTEE, STANDING COMMITTEE & PROJECT TEAMS

This Agreement authorizes the establishment of the Steering Committee, certain Standing Committees and Project Teams.

- A. **Steering Committee:** Cooperative Labor/Management activities shall be overseen by the Steering Committee. The purpose of the Steering Committee is to act as the coordinating group and sanctioning body for all Labor/Management efforts and programs. Under no circumstances shall any joint Labor/Management effort be undertaken without the express approval of the Steering Committee.
 - a. The Steering Committee shall meet every other month to:
 - i) Communicate and discuss new issues, developments and concerns.
 - ii) Define and approve areas for organizational improvement activities and to establish priorities for such efforts.
 - iii) Establish and choose assignments for itself, the Standing Committees and Project Teams.
 - iv) Review, guide, monitor and evaluate the work of all Labor Management activities, including the work of the Standing Committees and Project Teams.

v) Decisions of the Steering Committee will be periodically communicated to the members of the Fire Department, in writing. In addition, the Steering Committee will publish and distribute an annual report.

b. Representation:

i) The Steering Committee shall be a bilateral body composed of representatives, and an equal number of alternates, from Fire Administration, and Local 42.

ii) Fire Administration shall have three (3) members, and three (3) alternates, on the Steering Committee, to be selected from the members of Fire Administration, in a manner decided by Fire Administration. In addition, Fire Administration shall have one non-voting member who shall serve as the logistical coordinator for the Committee.

iii) Local 42 shall have three (3) members, and three (3) alternates, on the Steering Committee, to be selected from the members of Local 42, in a manner decided by Local 42, consistent with the constitutions and by-laws of the local and its international union.

iv) Each party, Fire Administration, and Local 42, may appoint a number of alternates equal to the number of representatives the party has on the Steering Committee. A designated alternate may attend Steering Committee meetings, in the absence of one of the regularly appointed members. Other than filling in for an absent committee member, alternates will not be expected to attend Steering Committee meetings. Alternates will be trained prior to assuming any Committee duties.

B. Standing Committees:

a. The Steering Committee will establish Standing Committees to address certain ongoing, year round Departmental issues. The committees referenced in the Collective Bargaining Agreement, will normally be standing committees.

b. Representation on the Standing Committees will be as determined by the Steering Committee, unless otherwise specified in one of the memoranda of understanding.

c. Standing Committees may designate sub-committees to address particular issues being considered.

d. Final action by Standing Committees shall be in the form of recommendations to the Steering Committee, unless otherwise provided by the Steering Committee.

- e. Recommendations or other final action by Standing Committees, if approved and adopted by the Steering Committee, will be communicated by the Steering Committee, as provided for above.
- C. **Project Teams:**
- a. The Steering Committee will establish Project Teams to address issues and projects of a specific nature and/or for a specific duration.
 - b. Representation on the Project Teams will be as determined by the Steering Committee, unless otherwise specified in one of the Collective Bargaining Agreement.
 - c. Project Teams may designate sub-committees to address particular issues being considered.
 - d. Final action by Project Teams shall be in the form of recommendations to the Steering Committee, unless otherwise provided by the Steering Committee.
 - e. Recommendations or other final action by Project Teams, if approved and adopted by the Steering Committee, will be communicated by the Steering Committee, as provided for above.
- D. **Leadership & Governance:**
1. Steering Committee & Standing Committee Chairs:
- a. The Steering Committee, Standing Committees and Project Teams shall be jointly chaired by two (2) members, one (1) designated by each party, Fire Administration, and Local 42.
 - b. The responsibility for chairing meetings of the Steering Committee and Standing Committees shall be rotated every other month, among Fire Administration, and Local 42.
 - c. Chair responsibilities for Project Teams and Sub-Committees shall rotate as determined by the Steering Committee, with consideration of the likely duration of the Project Teams project.
 - d. It is the joint responsibility of the Chairs to ensure committee progress and direction.
2. Governance:
- a. A quorum of the Steering Committee must be present to conduct business. A quorum shall consist of no less than five (5) members, including at least

one (1) member or alternate from each party.

b. Decisions of the Steering Committee, Standing Committees and Project Teams shall be by consensus.

c. Consensus decision making shall be defined as follows:

A group reaches consensus when all members agree upon a single alternative, and each group can honestly say: I believe that you understand my point of view and that I understand yours. Whether or not I prefer this decision, I support it because — it was reached fairly and openly, and it is the best solution for us at this time.

d. The Steering Committee, Standing Committees and Project Teams will keep minutes, which shall consist of a record all actions taken and decisions reached. Such minutes will be reviewed and approved at the meeting following the meeting at which they were recorded.

3. Steering Committee Coordinator (Coordinator):

a. The Coordinator is responsible for keeping and posting regular minutes for the Steering Committee.

b. The Coordinator is responsible for preparing and distributing meeting agendas and communicating the time and place of meetings.

c. The coordinator will maintain a record of all meeting agendas and approved minutes.

d. Standing Committees, Project Teams and Sub-Committees will designate a member to serve the Coordinator's role, as needed.

4. Facilitator(s):

a. The Steering Committee may utilize a neutral facilitator to assist the Steering Committee, Standing Committees or Project Teams.

b. The role of the facilitator may vary but is intended to assist the parties in constructing a long term, productive, working relationship.

c. The facilitator shall be a neutral that is acceptable to all parties.

E. **OTHER SUBJECT MATTER EXPERTS:** The Steering Committee, Standing Committees, Project Teams and Sub-Committees may, from time to time, have non-committee members participate in meetings because of their subject matter expertise. Such persons shall not have a vote in committee actions or decisions.

V COMMUNICATIONS

- A. **Official Communications:** E-mail will be the official means of communications for the Steering Committee.
- B. **Distribution and Publication of Minutes:** Minutes, once approved, will be distributed Department wide by e-mail, fax and posting on work site bulletin boards.
- C. **Agendas and Meeting Times:** The Steering Committee will meet every other month on the _____ of the month, unless otherwise agreed upon. Each Steering Committee Co-Chair will be responsible for submitting agenda items to the Coordinator the at least seven (7) calendar days before the meeting. The Coordinator will provide meeting notice and agendas to all members no later than the Monday prior to the meeting. Standing Committees, Project Teams and Sub-Committees will follow a similar procedure.
- D. **Additional Tracking and Documentation:** All committees and teams will be expected to track and document their activities and progress. Annually, or upon completion of an assignment, these tracking documents will be given to the Coordinator for filing. As noted, above, the Steering Committee will publish an annual report.

VI TRAINING & SUPPORT

Proper training will be provided to members of the Steering Committee, Standing Committees and Project Teams, in key skills such as problem analysis, problem solving, communications, active listening, team building, handling of differences and behavior for effective group functioning. At a minimum, all members and alternates will receive training in basic labor/management team concepts, this Agreement and the process of consensus based decision making.

VI TERM OF AGREEMENT

A. **Date:** This Agreement is effective the 1st day of April in the year 2015 and will remain in effect until terminated by one or more of the parties.

Any party may terminate this agreement by written notice to the other parties.

VII PARTIES TO AGREEMENT

NORMAN K. LARKEY, SR.
Director & Fire Chief (for Fire Administration)

WILLIAM "BILL" GALVIN
President, IAFF Local No. 42 (for Local 42)

STEVE KRATOFIL
Executive Board Member, IAFF Local No. 41 (for Local 42)

Appendix E:

New health insurance rates for FY2018

APPENDIX - E

Health Insurance beginning July 1, 2017

	Participated in health screening			Did not participate in health screening		
	Monthly Rate	Monthly City Portion	Monthly EE Portion	Monthly Rate	Monthly City Portion	Monthly EE Portion
Blue Care HMO						
Individual	676.05	600.23	75.82	676.05	580.23	95.82
Employee plus	1,589.86	1,102.00	487.86	1,589.86	1,082.00	507.86
Family	1,780.08	1,102.00	678.08	1,780.08	1,082.00	698.08
Preferred Care Blue PPO						
Individual	600.23	600.23	-	600.23	580.23	20.00
Employee plus	1,411.22	1,102.00	309.22	1,411.22	1,082.00	329.22
Family	1,579.58	1,102.00	477.58	1,579.58	1,082.00	497.58
HDHP						
Individual	542.39	600.23	*	542.39	580.23	**
Employee plus	1,276.26	1,102.00	174.26	1,276.26	1,082.00	194.26
Family	1,429.22	1,102.00	327.22	1,429.22	1,082.00	347.22

*The city contributes \$57.84 to the employee's HSA.

**The city contributes to \$37.84 to the employee's HSA.

Note: Employees that were not employed as full time employees before April 19, 2017 will pay the same rates as employees that participated in the health screening.

