



**CITY OF BELTON  
CITY COUNCIL  
REGULAR MEETING  
TUESDAY, MARCH 28, 2017 – 7:00 P.M.  
CITY HALL ANNEX  
520 MAIN STREET  
AGENDA**

- I. CALL REGULAR MEETING TO ORDER
- II. PLEDGE OF ALLEGIANCE – COUNCILMAN SAVAGE
- 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 March 14, 2017, City Council Regular Meeting and the March 21, 2017, City Council Special Meeting.**

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

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- C. Motion approving Resolution R2017- 06:  
**A resolution reappointing Bobby Davidson and Gary Lathrop to the Building and Fire Prevention Codes Board of Adjustment.**

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- D. **Motion approving renewal of Blue Cross & Blue Shield employee provided health insurance; USABLE employee provided long term disability insurance; Delta Dental employee provided dental insurance; and Superior Vision employee provided vision insurance beginning July 1, 2017.**

Blue Cross & Blue Shield employee provided health insurance beginning July 1, 2017 will renew with a 10% rate increase. The amount the city contributes for an individual plan will increase 10%, as was included in the City’s FY18 budget, \$54.68 per month (from \$545.55 to \$600.23) and the amount the city contributes for a family plan will increase \$100 per month (from \$1,002 to \$1,102).

USABLE employee provided long term disability insurance beginning July 1, 2017 will renew with a 10% rate increase. The amount the city contributes for employee long term disability insurance will increase from \$0.40 to \$0.44 per \$100 of covered payroll.

Delta Dental employee provided dental insurance beginning July 1, 2017 will renew with a 3.41% rate increase. The amount the city contributes for an individual plan will increase \$1.44 per month (from \$42 to \$43.44) and the amount the city contributes for a family plan will increase \$3.54 per month (from \$103.82 to \$107.36).

Superior Vision employee provided vision insurance beginning July 1, 2017 will renew with a 4% rate increase. The amount the city contributes for an individual plan will increase \$0.22 per month (from \$5.56 to \$5.78), the amount the city contributes for an employee plus one plan will increase \$0.43 per month (from \$10.78 to \$11.21) and the amount the city contributes for a family plan will increase \$0.63 per month (from \$15.82 to \$16.45).

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## V. PERSONAL APPEARANCES

- A. Diane Huckshorn, Chamber of Commerce (323 Main Street) and Scott Woodward, Family Tree Furniture and Willow Rose (401 & 402 Main St) – To close Loop Road from 3:00-8:00 p.m. on May 20, June 17, July 15, August 19, September 16, and October 21, 2017 for “Junk in the Trunk.”

## VI. ORDINANCES

- A. Motion approving final reading of Bill No. 2017- 26:  
**An ordinance accepting the recommendations of the Assistant City Manager of Belton, Missouri, and authorizing the execution of the First Amendment to the Tax Increment Financing contract between the City and Herman Enterprises, LLC. for implementation of Redevelopment Project 3 of the Plan.**
- B. Motion approving final reading of Bill No. 2017- 27:  
**An ordinance accepting the recommendations of the Assistant City Manager of Belton, Missouri, and authorizing the execution of the First Amendment to the Tax Increment Financing contract between the City and Menard, Inc. for implementation of Redevelopment Projects 1 and 2 of the Plan.**
- C. Motion approving final reading of Bill No. 2017-28:  
**An ordinance approving the reappropriation & revision of the City of Belton fiscal year 2017 adopted City budget.**
- D. Motion approving final reading of Bill No. 2017-29:  
**An ordinance authorizing and approving a Public Services Agreement between the City of Belton, Missouri and Downtown Main Street, Inc. to provide public services support for the Fall Festival in Belton, Missouri in September 2017.**

- E. Motion approving final reading of Bill No. 2017-30:  
**An ordinance extending and amending the Farm Lease Agreement with Danny Chevalier to continue leasing the City property adjacent to Markey Road for planting, cultivating and harvesting agricultural crops.**
- F. Motion approving final reading of Bill No. 2017-31:  
**An ordinance authorizing the City of Belton, Missouri through its Police Department to purchase an upgrade for the phone system software through Dice Communications.**
- G. Motion approving final reading of Bill No. 2017-32:  
**An ordinance authorizing the City of Belton, Missouri through its Police Department to purchase an upgrade to the phone system to include IP based extensions and soft phones through Dice Communications.**
- H. Motion approving first reading of Bill No. 2017-35:  
**An ordinance authorizing and approving the city of Belton, Missouri through its Fire Department to enter into a professional services agreement for Medical Director services with Dr. Erik J. Stamper, D. O.**

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- I. Motion approving first reading of Bill No. 2017-36:  
**An ordinance authorizing and approving a software licensing agreement between the city of Belton, Missouri, through its Fire Department, and Imagetrend, Inc. for the licensing, maintenance and support of the departmental reporting system.**

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- J. Motion approving first reading of Bill No. 2017-37:  
**An ordinance of the city of Belton, Missouri authorizing and approving an agreement award to J. M. Fahey Construction Co. for the STP 3356 (403) Belton Nexus Trail project in the amount of \$450,711.96.**

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- K. Motion approving first reading of Bill No. 2017-38:  
**An ordinance approving the final plat of Traditions 2<sup>nd</sup> plat, tract p, a 1.85-acre tract of land, located on part of government lot 2 of the SW ¼ of section 18, township 46 north, range 32 west, in the city of Belton, Cass County, Missouri.**

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- L. Motion approving first reading of Bill No. 2017-39:  
**An ordinance authorizing and approving an amendment to the SunGard Public Sector, Inc. agreement-schedule "A" and the purchase of Analytics NOW software module for the Finance Department.**

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M. Motion approving both readings of Bill No. 2017-40:

**An ordinance authorizing and approving the labor agreement between the city of Belton, Missouri and the Fraternal Order of Police West Central Missouri Regional Lodge #50.**

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VII. RESOLUTIONS

A. Motion approving Resolution R2017-07:

**A resolution authorizing the offering for sale of general obligation refunding bonds for the benefit of the city of Belton, Missouri.**

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B. Motion approving Resolution R2017-08:

**A resolution authorizing the offering for sale of refunding certificates of participation for the benefit of the city of Belton, Missouri.**

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VIII. CITY COUNCIL LIAISON REPORTS

IX. MAYOR'S COMMUNICATIONS

X. CITY MANAGER'S REPORT

XI. MOTIONS

XII. OTHER BUSINESS

XIII. Motion to enter Executive Session to discuss matters pertaining to the leasing, purchase or sale of Real Estate, according to Missouri Statute 610.021.2; matters pertaining to preparation, including any discussion or work product, on behalf of a public governmental body or its representatives for negotiations with employee groups according to Missouri Statute 610.021.9; and matters pertaining to legal actions, according to Missouri Statute 610.021.1, and that the record be closed.

XIV. ADJOURN

# **SECTION IV**

## **A**

**MINUTES OF THE  
BELTON CITY COUNCIL  
PUBLIC HEARING AND SPECIAL MEETING  
MARCH 14, 2017  
CITY HALL ANNEX  
520 MAIN STREET  
BELTON, MISSOURI**

Mayor Davis called the meeting to order at 7:01 P.M.

Councilman Lathrop led the Pledge of Allegiance to the Flag.

Councilmembers present: Mayor Jeff Davis, Councilmen Ryan Finn, Jeff Fletcher, Gary Lathrop, Bob Newell, Lorrie Peek, Tim Savage, Chet Trutzal, and Dean VanWinkle. Also present: Alexa Barton, Acting City Manager; Megan McGuire, City Attorney; and Andrea Cunningham, Executive Secretary.

**CONSENT AGENDA:**

Councilman Lathrop moved to approve the consent agenda consisting of a **motion approving the minutes of the February 21, 2017, City Council Special Meeting; February 28, 2017, City Council Regular Meeting, and March 7, 2017, City Council Special Meeting.** Councilman Peek seconded. All voted in favor. Consent agenda approved.

**PERSONAL APPEARANCES:**

Mayor Davis recognized the Boy Scouts who were in the audience.

**POLICE DEPARTMENT PRESENTATION OF 2016 DEPARTMENTAL AWARDS**

Police Chief James Person said every year police department employees select a civilian employee of the year and a police officer employee of year. He presented Tabatha Talley with the 2016 Civilian Employee of the Year Award and Officer Tim Vogel with the 2016 Police Officer of the Year award. There was a recess for a reception to honor the award recipients.

Mayor Davis called the meeting back to order at 7:20 P.M.

**ORDINANCES:**

Andrea Cunningham, Executive Secretary, gave the final reading of Bill No. 2017-21: **An ordinance authorizing the City Council to approve a water shut-off agreement for non-payment of sewer services between the cities of Belton and Raymore, Missouri and Danny and Phyllis Berry to facilitate and coordinate providing sanitary sewer to the Berry property adjacent to the City of Belton.** Presented by Councilman Savage, seconded by Councilman Peek. The Council was polled and the following vote recorded; Ayes: 9, Councilmen VanWinkle, Fletcher, Trutzal, Lathrop, Peek, Finn, Mayor Davis, Councilmen Newell, and Savage; Noes: None; Absent: None. Bill No. 2017-21 was declared passed and in full force and effect as Ordinances No. 2017-4321, subject to Mayoral veto.

Ms. Cunningham gave the final reading of Bill No. 2017-22: **An ordinance determining the salary of the Police Chief position to be elected on April 4, 2017.** Presented by Councilman Lathrop, seconded by Councilman Peek. Councilman Fletcher said a few weeks ago there was discussion about the Police Chief's salary grade and steps and possibly writing the ordinance differently. Police Chief James Person said there is concern that the ordinance be written so as not to allow for the salary to arbitrarily change over the 4 year term. The salary has to be prescribed. There are two ways to do this – with prescribed step increases or take the 4 step amounts during the duration and average them and write the ordinance as a set amount each year. Writing it as a set amount each year would not be challenged. Ms. Alexa Barton, Acting City Manager, said the proposed amended ordinance is an averaged set amount for each year. The average amount amendment does not allow for a COLA. The Mayor asked if Chief Person is on the City insurance. He said yes, the code allows for full-time elected officials to be on the insurance. Councilman Savage said he didn't have an issue with the amended ordinance, but he would prefer the original ordinance. **Councilman Fletcher moved to amend Bill No. 2017-22 by listing an averaged, flat salary amount each year of \$115,720.81 and removing the language about grade/step.** Councilman Savage seconded. All voted in favor of the amendment. Vote on the final reading, as amended, was then recorded; Ayes: 9, Councilmen Trutzel, Fletcher, VanWinkle, Lathrop, Finn, Mayor Davis, Councilmen Savage, Newell, and Peek; Noes: None; Absent: None. Bill No. 2017-22 was declared passed and in full force and effect as Ordinances No. 2017-4322, subject to Mayoral veto.

Ms. Cunningham gave the final reading of Bill No. 2017-24: **An ordinance approving a Special-Use Permit to allow used auto sales and service on property zoned C-2- (General Commercial) to be located at 1421 E. North Avenue in Belton, Missouri.** Presented by Councilman Lathrop, seconded by Councilman Trutzel. Councilman Peek said she still believes Belton doesn't need another used car lot. The Council was polled and the following vote recorded; Ayes: 7, Councilmen Lathrop, VanWinkle, Trutzel, Fletcher, Mayor Davis, Savage, and Finn; Noes: 2, Councilmen Peek and Newell; Absent: None. Bill No. 2017-24 was declared passed and in full force and effect as Ordinances No. 2017-4323, subject to Mayoral veto.

Ms. Cunningham gave the final reading of Bill No. 2017-25: **An ordinance approving the proposed Fiscal Year 2018 City Budget, as revised, and appropriating funds from the revenues of the City.** Presented by Councilman Savage, seconded by Councilman Peek. Councilman Trutzel said he still believes there needs to be something in the park emergency fund. Ms. Sheila Ernzen, Finance Director, said the park has the special revenue sales tax fund. This fund makes debt service payments, but there is more in the fund than is needed for the debt service. If a park emergency comes up, they can use that fund to pay for it. The Council was polled and the following vote recorded; Ayes: 9, Mayor Davis, Councilmen Peek, Lathrop, Trutzel, Fletcher, Newell, Savage, Finn, and VanWinkle; Noes: None; Absent: None. Bill No. 2017-25 was declared passed and in full force and effect as Ordinances No. 2017-4324, subject to Mayoral veto.

Ms. Cunningham read Bill No. 2017-26: **An ordinance accepting the recommendations of the Assistant City Manager of Belton, Missouri, and authorizing the execution of the First Amendment to the Tax Increment Financing contract between the City and Herman Enterprises, LLC. for implementation of Redevelopment Project 3 of the Plan.** Presented by Councilman Savage, seconded by Councilman Lathrop. Mr. Jay Leipzig, Economic and Community Development Director, said this ordinance is for the Southtowne Plaza TIF. It extends the completion date. Vote on the first reading was recorded with all voting in favor. First reading passed.

Ms. Cunningham read Bill No. 2017-27: **An ordinance accepting the recommendations of the Assistant City Manager of Belton, Missouri, and authorizing the execution of the First Amendment to the Tax Increment Financing contract between the City and Menard, Inc. for implementation of Redevelopment Projects 1 and 2 of the Plan.** Presented by Councilman Lathrop, seconded by Councilman Peek. Ms. Barton said this is similar to Bill No. 2017-26. Vote on the first reading was recorded with all voting in favor. First reading passed.

Ms. Cunningham read Bill No. 2017-28: **An ordinance approving the reappropriation & revision of the City of Belton fiscal year 2017 adopted City budget.** Presented by Councilman Savage, seconded by Councilman Peek. Vote on the first reading was recorded with all voting in favor. First reading passed.

Ms. Cunningham read Bill No. 2017-29: **An ordinance authorizing and approving a Public Services Agreement between the City of Belton, Missouri and Downtown Main Street, Inc. to provide public services support for the Fall Festival in Belton, Missouri in September 2017.** Presented by Councilman Finn, seconded by Councilman Peek. Vote on the first reading was recorded with all voting in favor. First reading passed.

Ms. Cunningham read Bill No. 2017-30: **An ordinance extending and amending the Farm Lease Agreement with Danny Chevalier to continue leasing the City property adjacent to Markey Road for planting, cultivating and harvesting agricultural crops.** Presented by Councilman Newell, seconded by Councilman Trutzel. Vote on the first reading was recorded with all voting in favor. First reading passed.

Ms. Cunningham read Bill No. 2017-31: **An ordinance authorizing the City of Belton, Missouri through its Police Department to purchase an upgrade for the phone system software through Dice Communications.** Presented by Councilman Trutzel, seconded by Councilman Peek. Vote on the first reading was recorded with all voting in favor. First reading passed.

Ms. Cunningham read Bill No. 2017-32: **An ordinance authorizing the City of Belton, Missouri through its Police Department to purchase an upgrade to the phone system to include IP based extensions and soft phones through Dice Communications.** Presented by Councilman Lathrop, seconded by Councilman Peek. Vote on the first reading was recorded with all voting in favor. First reading passed.

Ms. Cunningham read Bill No. 2017-33: **An ordinance authorizing and directing the Mayor to enter into a Funding Agreement between Salina Hotel Corporation, a Kansas corporation, and the City of Belton, Missouri, a constitutional charter city of the State of Missouri, for the preparation and implementation of an application for incentives, a redevelopment plan, and a redevelopment agreement.** Councilman Newell recused himself due to a potential conflict of interest. Presented by Councilman Trutzel, seconded by Councilman Peek. Mr. Leipzig explained that this ordinance allows us to accept the developer's check to review the hotel/retail project for financial feasibility. Councilman Savage said there is no obligation on our part to use all the money, but if it costs more, the developer will pay it. Councilman Peek asked why we need to do both readings tonight. Mr. Leipzig said we've already received the check and we'd like to get this review underway. Councilman Finn confirmed that there is no risk to the city. Ms. Megan McGuire, City Attorney, answered yes, there is no risk. Councilman Trutzel asked how long this review takes. Mr. Leipzig said 3-4 months. Vote on the first reading was recorded with all present voting in favor, Councilman Newell abstained. First reading passed. **Councilman Finn moved to hear the final reading.**



Councilman Savage seconded. All present voted in favor, Councilman Newell abstained. The final reading was read. Presented by Councilman Savage, seconded by Councilman Finn. The Council was polled and the following vote recorded; Ayes: 8, Councilmen VanWinkle, Peek, Savage, Fletcher, Lathrop, Mayor Davis, Councilmen Finn, and Trutzel; Noes: None; Absent: None; Abstain: Newell. Bill No. 2017-33 was declared passed and in full force and effect as Ordinance No. 2017-4325, subject to Mayoral veto.

#### **RESOLUTIONS:**

Ms. Cunningham read Resolution R2017- 04: **A resolution approving Task Agreement No. 2017-001 with JCI Industries, Inc. under the On-Call Pump Repair and Service Agreement per Ordinance 2016-4277 to replace two existing wastewater pumps and piping at the Kentucky View Lift Station in the amount of \$33,660.** These pumps will be new. Presented by Councilman Lathrop, seconded by Councilman Trutzel. Vote on the resolution was recorded with all voting in favor. Resolution passed.

Ms. Cunningham read Resolution R2017- 05: **A resolution approving actions of the Acting City Manager to engage Precision Construction & Contracting, LLC for emergency replacement of storm sewer pipe at 7809 East 170<sup>th</sup> Street, Belton, Missouri and ratifying Task Agreement No. 2017-1 in the amount of \$21,159.87.** Presented by Councilman Trutzel, seconded by Councilman Peek. This is located in Ward 1. Vote on the resolution was recorded with all voting in favor. Resolution passed.

#### **CITY MANAGER'S REPORT:**

Police Chief Person reviewed with the Council the 2016 annual incidents report. He commented the motor vehicle theft is a direct connection to cars left unattended and running. If there are any questions, contact Chief Person.

Mr. Leipzig handed out the 2016 annual economic development report. It's also available on the website and Facebook. If there are any questions, contact Mr. Leipzig.

Councilman Lathrop moved to adjourn at 8:01 P.M. Councilman Peek seconded. All voted in favor. Meeting adjourned.



Andrea Cunningham, Executive Secretary

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Jeff Davis, Mayor

**MINUTES OF THE  
BELTON CITY COUNCIL  
SPECIAL MEETING  
MARCH 21, 2017  
CITY HALL ANNEX, 520 MAIN STREET  
BELTON, MISSOURI**

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

Councilman Newell led the Pledge of Allegiance to the Flag.

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

Mayor Davis informed the Council there will not be a work session on April 4<sup>th</sup> because it is Election Day. There will be a work session prior to the Council meeting on April 11 from 6:00-6:45 P.M.

**ORDINANCES:**

Patti Ledford, City Clerk, read Bill No. 2017-34: **An ordinance authorizing the City of Belton, Missouri through its Police Department to renew a maintenance and support agreement with Morphotrak, LLC for the automated fingerprint identification system.** Presented by Councilman Lathrop, seconded by Councilman Peek. Police Chief James Person said they have had a fingerprinting machine for at least 10 years. It was granted to us from the Department of Public Safety through the Missouri Police Chiefs Association. The offices are headquartered in the Missouri Highway Patrol building and they are the only authorized vendor for the system in Missouri. Although we have been granted the machine we still have to pay the annual maintenance on it and it goes up every year because the cost of maintenance goes up. We are requesting both readings tonight because if it is not paid by the end of March there will be a 10% penalty. Councilman Finn asked if we know how much it will be next year. Chief Person said the State and Morphotrak are trying to push agencies into a new program where instead of owning machines and paying maintenance agreements, you pay an annual subscription which includes maintenance, new machines and annual updates. Right now that is about \$6,500 a year and as long as the maintenance agreements are less than we are committed to continue what we are currently doing. Vote on the first reading was recorded with all present voting in favor. Councilman Savage absent. **Councilman Newell moved to hear the final reading.** Councilman Peek seconded. All present voted in favor. Councilman Savage absent. The final reading was read. Presented by Councilman Trutzel, seconded by Councilman Peek. The Council was polled and the following vote recorded; Ayes: 8, Councilman Finn, Peek, Mayor Davis, Councilman Trutzel, Fletcher, Newell, VanWinkle, and Lathrop; Noes: None; Absent: 1, Councilman Savage. Bill No. 2017-34 was declared passed and in full force and effect as Ordinance No. 2017-4326, subject to Mayoral veto.

Mayor Davis asked Jay Leipzig, Community and Economic Development Director to inform the Council of an article in the Kansas City Business Journal. Mr. Leipzig said in the latest edition of

the Kansas City Business Journal Belton was listed as the 25th fastest growing cities in the Kansas City area. The percentage of growth is 2.3% and by that ranking Belton was #8.

Mayor Davis noted that of the 25 cities listed, only two cities were on the Missouri side, 23 were in Kansas.

At 7:13 P.M. Councilman Lathrop moved to enter Executive Session to discuss matters pertaining to the leasing, purchase or sale of Real Estate, according to Missouri Statute 610.021.2; matters pertaining to the hiring, firing, disciplining or promotion of personnel, according to Missouri Statute 610.021.3; and matters pertaining to preparation, including any discussion or work product, on behalf of a public governmental body or its representatives for negotiations with employee groups according to Missouri Statute 610.021.9, and that the record be closed. Councilman Trutzel seconded. The following vote was recorded: Ayes: 8, Councilmen Lathrop, Trutzel, Peek, Mayor Davis, Councilmen VanWinkle, Newell, Fletcher, and Finn; Noes: None; Absent: 1, Councilman Savage.

The Council returned from Executive Session at 8:29 P.M. Being no further business, Councilman Lathrop moved to adjourn. Councilman Peek seconded. All voted in favor. Councilman Savage absent. Meeting adjourned.

  
Patti Ledford, City Clerk


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Jeff Davis, Mayor

# **SECTION IV**

## **B**

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

**COURT DATES: 2/1/17; 2/8/17; 2/15/17; 2/22/17**

  
\_\_\_\_\_  
**MUNICIPAL JUDGE** **3/7/17**  
**DATE**

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

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



# Payment Plan Reports

Belton

Thursday, March 2, 2017 4:37 PM

*Collected*

## Payment Detail Listing From 02/01/2017 - 02/28/2017

PP#	Defendant Name	Trans. Date	Trans. Number	Receipt #	Citation#-Viol.	Amount Paid
PP0000012	SULLIVAN, BETTY JANE	02/17/2017	424119	R00035945	121162617-1	\$8.00
		02/17/2017	424119	R00035945	121153766-1	\$2.00
<b>PP0000012 Totals:</b>						<b>\$10.00</b>
PP0000285	DAVIS, STELLA M	02/23/2017	424387	R00036046	140789814-1	\$35.00
<b>PP0000285 Totals:</b>						<b>\$35.00</b>
PP0000412	SELLNER, DEREK MICHAEL	02/22/2017	424269	R00036010	140797127-1	\$40.00
		02/22/2017	424269	R00036010	140792586-1	\$12.00
<b>PP0000412 Totals:</b>						<b>\$50.00</b>
PP0000526	GLASS, STEVEN ALEX	02/04/2017	423381	R00035685	140794124-1	\$38.00
		02/04/2017	423381	R00035685	140794126-1	\$12.00
<b>PP0000526 Totals:</b>						<b>\$50.00</b>
PP0000610	CLARK, SHANE ALEN	02/03/2017	423325	R00035646	140794209-1	\$50.00
		02/13/2017	423866	R00035859	140794209-1	\$1,362.26
<b>* PP0000610 Totals:</b>						<b>\$1,412.26</b>
PP0000654	CAIN, JAMISON MATTHEW	02/26/2017	424558	R00036080	101900190-1	\$100.00
<b>PP0000654 Totals:</b>						<b>\$100.00</b>
PP0000660	GAUG, JAMES LEE	02/15/2017	423947	R00035890	140796939-1	\$40.00
<b>PP0000660 Totals:</b>						<b>\$40.00</b>
PP0000679	KATES, SHAWNA R	02/19/2017	424124	R00035950	140794096-1	\$141.00
<b>PP0000679 Totals:</b>						<b>\$141.00</b>
PP0000724	GREGG, JO LEE	02/08/2017	423575	R00035778	140797541-1	\$20.00
<b>PP0000724 Totals:</b>						<b>\$20.00</b>
PP0000729	JONES, DASMOND R	02/27/2017	424618	R00036083	140796529-1	\$63.00
<b>PP0000729 Totals:</b>						<b>\$63.00</b>
PP0000737	MCCOY, GAGE ALLAN	02/19/2017	424123	R00035949	140791744-1	\$100.00
<b>PP0000737 Totals:</b>						<b>\$100.00</b>
PP0000738	KEITH, CYNTHIA DENISE	02/01/2017	423187	R00035615	121165022-1	\$50.00
		02/15/2017	423949	R00035893	121165022-1	\$25.00
<b>PP0000738 Totals:</b>						<b>\$75.00</b>
PP0000798	ROBINSON, JACQUELYN MARIE	02/23/2017	424385	R00036045	140797759-1	\$225.00
		02/23/2017	424385	R00036045	140797758-1	\$85.00
<b>* PP0000798 Totals:</b>						<b>\$310.00</b>
PP0000860	RIDER, ALISHA MARIE	02/08/2017	423678	R00035812	140792158-1	\$20.00
<b>PP0000860 Totals:</b>						<b>\$20.00</b>
PP0000876	RESENDIZ-MARQUEZ, JOSE LUIS	02/07/2017	423502	R00035733	140797834-1	\$40.00
<b>PP0000876 Totals:</b>						<b>\$40.00</b>
PP0000892	ELLIOTT, JESSE DEAN	02/10/2017	423803	R00035836	140801160-1	\$100.00
<b>PP0000892 Totals:</b>						<b>\$100.00</b>
PP0000925	STEVENS, CODY LEE	02/01/2017	423173	R00035608	140790401-1	\$50.00
<b>PP0000925 Totals:</b>						<b>\$50.00</b>
PP0000926	JONES, TAJALA RENA	02/15/2017	423967	R00035902	140796435-1	\$50.00
<b>PP0000926 Totals:</b>						<b>\$50.00</b>
PP0000931	SIMS, MONTEL CORWON	02/07/2017	423512	R00035742	140802381-1	\$4.00
		02/07/2017	423512	R00035742	140791406-1	\$121.00
<b>PP0000931 Totals:</b>						<b>\$125.00</b>
PP0000956	BROWN, JACLYN MAE	02/23/2017	424389	R00036049	140801036-1	\$25.00
<b>PP0000956 Totals:</b>						<b>\$25.00</b>

\* Indicates an overpayment was made on the Payment Plan

PP0000958	DIPASQUALE, NATHANAEL CLAY	02/15/2017	423954	R00035894	140789495-1	\$30.00
<b>PP0000958 Totals:</b>						<b>\$30.00</b>
PP0000969	LAWRIE, MATTHEW THOMAS JR	02/22/2017	424241	R00035994	140799171-1	\$75.00
<b>PP0000969 Totals:</b>						<b>\$75.00</b>
PP0000973	BROWN, KESHA RENEE	02/07/2017	423495	R00035727	140791426-1	\$10.00
<b>PP0000973 Totals:</b>						<b>\$10.00</b>
PP0000979	VAUGHT, ROBERT EUGENE	02/28/2017	424688	R00036118	140802297-1	\$20.00
<b>PP0000979 Totals:</b>						<b>\$20.00</b>
PP0000986	CORONEL-PEREZ, ALBA NIDIA	02/15/2017	423966	R00035901	140801028-1	\$73.00
		02/15/2017	423966	R00035901	140801029-1	\$123.00
<b>* PP0000986 Totals:</b>						<b>\$196.00</b>
PP0000991	HAMILTON, LAQUITA RANEE	02/08/2017	423573	R00035776	140802329-1	\$20.00
<b>PP0000991 Totals:</b>						<b>\$20.00</b>
PP0001011	HARP, ANNE FAITH	02/06/2017	423446	R00035689	140796500-1	\$40.00
<b>PP0001011 Totals:</b>						<b>\$40.00</b>
PP0001017	BESSENBACHER, JASON SETH	02/17/2017	424099	R00035937	140798105-1	\$150.00
<b>* PP0001017 Totals:</b>						<b>\$150.00</b>
PP0001022	ARNOLD-JONES, BRETT MARTAE	02/09/2017	423744	R00035818	140796888-1	\$135.00
		02/09/2017	423744	R00035818	140794503-1	\$150.00
		02/09/2017	423744	R00035818	140796886-1	\$10.00
<b>PP0001022 Totals:</b>						<b>\$295.00</b>
PP0001023	EVERETT, JOSEPH DALTON	02/22/2017	424270	R00036011	140796484-1	\$10.00
<b>PP0001023 Totals:</b>						<b>\$10.00</b>
PP0001038	HUTCHENS, MERINDA SUE	02/22/2017	424354	R00036039	140797240-1	\$56.50
<b>PP0001038 Totals:</b>						<b>\$56.50</b>
PP0001040	HAYES, AMANDA BETH	02/14/2017	423897	R00035883	140798636-1	\$20.00
<b>PP0001040 Totals:</b>						<b>\$20.00</b>
PP0001068	PARKER, REBECCA MICHEL	02/08/2017	423544	R00035751	140802193-1	\$1.50
		02/08/2017	423544	R00035751	140799323-1	\$48.50
<b>PP0001068 Totals:</b>						<b>\$50.00</b>
PP0001077	CANTU, CHRISTOPHER ALEXANDER	02/01/2017	423259	R00035639	140799348-1	\$40.00
<b>PP0001077 Totals:</b>						<b>\$40.00</b>
PP0001098	RABOURN, AMANDA DAWN	02/10/2017	423791	R00035830	140801196-1	\$69.00
<b>PP0001098 Totals:</b>						<b>\$69.00</b>
PP0001102	BLACK, ANTHONY EUGENE	02/08/2017	423676	R00035810	140800850-1	\$20.00
<b>PP0001102 Totals:</b>						<b>\$20.00</b>
PP0001104	PRATER, RACHEL LEE	02/22/2017	424295	R00036027	140804060-1	\$10.00
		02/22/2017	424295	R00036027	140804059-1	\$10.00
<b>* PP0001104 Totals:</b>						<b>\$20.00</b>
PP0001115	LOUTHAN, DANA MARIE	02/25/2017	424550	R00036078	140802716-1	\$100.00
<b>PP0001115 Totals:</b>						<b>\$100.00</b>
PP0001122	ESPINOZA-HARWOOD, TERRI L	02/03/2017	423324	R00035645	140790544-1	\$20.00
<b>PP0001122 Totals:</b>						<b>\$20.00</b>
PP0001133	ABERNATHEY, ANDREW S	02/07/2017	423494	R00035726	140802550-1	\$25.00
		02/07/2017	423494	R00035726	140802551-1	\$25.00
		02/27/2017	424646	R00036109	140802550-1	\$50.00
<b>PP0001133 Totals:</b>						<b>\$100.00</b>
PP0001154	MCCALL, SA-DARE ELONETAE S	02/23/2017	424398	R00036055	140802237-1	\$60.00
<b>PP0001154 Totals:</b>						<b>\$60.00</b>
PP0001164	COTTER, JEFFREY LYNN	02/01/2017	423188	R00035616	140802138-1	\$75.00
<b>PP0001164 Totals:</b>						<b>\$75.00</b>
PP0001170	SMITH, MICAH R	02/24/2017	424465	R00036061	140802327-1	\$93.00
<b>PP0001170 Totals:</b>						<b>\$93.00</b>
PP0001177	CHAPPELL, JOHN H III	02/21/2017	424229	R00035989	140802626-1	\$20.00
<b>PP0001177 Totals:</b>						<b>\$20.00</b>

\* Indicates an overpayment was made on the Payment Plan

PP0001182	JACKSON, ANASTASIA LORRIANE	02/17/2017	424098	R00035936	140801100-1	\$13.00
		02/17/2017	424098	R00035936	140801101-1	\$125.00
<b>PP0001182 Totals:</b>						<b>\$138.00</b>
PP0001188	JOHNSON, KIMBERLY RENE	02/07/2017	423513	R00035743	140796994-1	\$48.50
<b>PP0001188 Totals:</b>						<b>\$48.50</b>
PP0001195	MAYO, JOSHUA KENDRICK	02/28/2017	424700	R00036127	140799528-1	\$25.00
<b>PP0001195 Totals:</b>						<b>\$25.00</b>
PP0001236	SHUSTER, CAYLA ANN	02/02/2017	423300	R00035642	140799991-1	\$25.00
<b>PP0001236 Totals:</b>						<b>\$25.00</b>
PP0001243	DIBBEN, MARCUS L J	02/28/2017	424672	R00036111	140798833-1	\$129.00
<b>PP0001243 Totals:</b>						<b>\$129.00</b>
PP0001248	BECKER, ASHLEY B	02/15/2017	423900	R00035886	140803529-1	\$59.00
<b>PP0001248 Totals:</b>						<b>\$59.00</b>
PP0001249	BARRERA, YOLANDA MORENO	02/09/2017	423749	R00035820	140800134-1	\$75.00
<b>PP0001249 Totals:</b>						<b>\$75.00</b>
PP0001251	LANGFORD, JOSHUA M	02/10/2017	423802	R00035835	140799499-1	\$25.00
<b>PP0001251 Totals:</b>						<b>\$25.00</b>
PP0001252	MILLER, BYRON LAVELLE LAMONT	02/26/2017	424559	R00036081	140798226-1	\$150.00
		02/26/2017	424559	R00036081	140798227-1	\$113.00
<b>* PP0001252 Totals:</b>						<b>\$263.00</b>
PP0001253	HIBLER, JENNIFER MARIE	02/10/2017	423798	R00035832	140802799-1	\$5.00
		02/10/2017	423798	R00035832	140802798-1	\$113.00
<b>PP0001253 Totals:</b>						<b>\$118.00</b>
PP0001255	SHARP, TODD FRANCIS	02/13/2017	423879	R00035873	140798873-1	\$10.00
<b>PP0001255 Totals:</b>						<b>\$10.00</b>
PP0001256	SCHEELE, CHRISTOPHER H	02/22/2017	424282	R00036019	140802152-1	\$100.00
<b>* PP0001256 Totals:</b>						<b>\$100.00</b>
PP0001275	HUNGER, CARI SHANE	02/22/2017	424267	R00036008	101911003-1	\$77.00
		02/22/2017	424267	R00036008	101911002-1	\$123.00
<b>PP0001275 Totals:</b>						<b>\$200.00</b>
PP0001276	BETZ-BRYANT, PARRISH T	02/24/2017	424471	R00036065	140804216-1	\$50.00
<b>PP0001276 Totals:</b>						<b>\$50.00</b>
PP0001280	SMITH, JOSHUA CLINTON	02/10/2017	423790	R00035829	140801392-1	\$150.00
		02/10/2017	423790	R00035829	140801391-1	\$90.00
<b>* PP0001280 Totals:</b>						<b>\$240.00</b>
PP0001284	WESTBROOK, BENJAMIN JAMES	02/22/2017	424327	R00036031	140802807-1	\$30.00
<b>PP0001284 Totals:</b>						<b>\$30.00</b>
PP0001287	MCDUGAL, HEATHER MAREE	02/22/2017	424339	R00036034	140801411-1	\$20.00
<b>PP0001287 Totals:</b>						<b>\$20.00</b>
PP0001292	HUNTER, HARRY WILLIAM	02/22/2017	424288	R00036022	140804203-1	\$300.00
<b>PP0001292 Totals:</b>						<b>\$300.00</b>
PP0001293	STEARNS, ROBERT A	02/28/2017	424698	R00036125	140802546-1	\$20.00
<b>PP0001293 Totals:</b>						<b>\$20.00</b>
PP0001300	OLDENBURG, SEAN PAUL	02/01/2017	423180	R00035612	140804623-1	\$60.00
<b>PP0001300 Totals:</b>						<b>\$60.00</b>
PP0001303	SWOPES, CHANIKA N	02/22/2017	424322	R00036029	140800849-1	\$127.00
<b>PP0001303 Totals:</b>						<b>\$127.00</b>
PP0001304	WOFFORD, AMBER SHALISE	02/16/2017	424062	R00035916	140802374-1	\$25.00
<b>PP0001304 Totals:</b>						<b>\$25.00</b>
PP0001316	ARNOLD, OLIVIA SIMONE	02/03/2017	423333	R00035651	140800884-1	\$25.00
<b>PP0001316 Totals:</b>						<b>\$25.00</b>
PP0001317	BASINSKI, TAYLOR MATTHEW	02/08/2017	423592	R00035783	140803000-1	\$30.00
<b>PP0001317 Totals:</b>						<b>\$30.00</b>
PP0001318	PAYNE, PAMELA ELAINE	02/14/2017	423898	R00035884	140795200-1	\$129.50
<b>* PP0001318 Totals:</b>						<b>\$129.50</b>

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PP0001324	PAYNE, BOOKER T	02/14/2017	423895	R00035881	140803792-1	\$50.00
<b>PP0001324 Totals:</b>						<b>\$50.00</b>
PP0001327	BOSSOW, JERRY LEE	02/24/2017	424473	R00036067	140789778-1	\$173.00
<b>PP0001327 Totals:</b>						<b>\$173.00</b>
PP0001329	JOHNSON, JOSHUA B	02/03/2017	423346	R00035661	140795205-1	\$129.50
<b>PP0001329 Totals:</b>						<b>\$129.50</b>
PP0001333	COLEMAN, JEREMIAH	02/03/2017	423336	R00035654	160753132-1	\$20.00
<b>PP0001333 Totals:</b>						<b>\$20.00</b>
PP0001337	LABOSKY, MONNICA CHRISTINE	02/07/2017	423510	R00035739	140801627-1	\$50.00
<b>PP0001337 Totals:</b>						<b>\$50.00</b>
PP0001340	MORGAN, DANIEL L	02/03/2017	423334	R00035652	140801409-1	\$80.00
<b>PP0001340 Totals:</b>						<b>\$80.00</b>
PP0001341	RICHMAN, ANDRE LEE	02/24/2017	424459	R00036058	140802671-1	\$50.00
<b>PP0001341 Totals:</b>						<b>\$50.00</b>
PP0001342	MILLER, MCKINZEY JO	02/04/2017	423382	R00035686	140798927-1	\$50.00
		02/16/2017	424076	R00035923	140798927-1	\$25.00
<b>PP0001342 Totals:</b>						<b>\$75.00</b>
PP0001344	BOONE, SHIRLEY M	02/06/2017	423449	R00035697	140802943-1	\$50.00
<b>PP0001344 Totals:</b>						<b>\$50.00</b>
PP0001345	PARSONS, GREGORY A	02/23/2017	424412	R00036057	140802942-1	\$50.00
<b>PP0001345 Totals:</b>						<b>\$50.00</b>
PP0001347	CAYWOOD, MICHAEL RAY	02/06/2017	423451	R00035699	140804106-1	\$10.00
		02/06/2017	423451	R00035699	140804104-1	\$65.00
		02/06/2017	423451	R00035699	140804108-1	\$25.00
<b>PP0001347 Totals:</b>						<b>\$100.00</b>
PP0001348	WISDOM, SONYA J	02/17/2017	424094	R00035927	140801383-1	\$30.00
<b>PP0001348 Totals:</b>						<b>\$30.00</b>
PP0001349	DICKERSON, ANDREW BRIAN	02/07/2017	423503	R00035734	140801685-1	\$50.00
<b>PP0001349 Totals:</b>						<b>\$50.00</b>
PP0001352	JENKINS, DAVID LYNN	02/10/2017	423792	R00035831	140802874-1	\$60.00
<b>* PP0001352 Totals:</b>						<b>\$60.00</b>
PP0001357	JOHNSON, CHEQUANA F	02/25/2017	424557	R00036079	140801671-1	\$51.00
<b>PP0001357 Totals:</b>						<b>\$51.00</b>
PP0001362	SOWELL, BRITTANY ANNE	02/17/2017	424078	R00035925	140803011-1	\$113.00
<b>PP0001362 Totals:</b>						<b>\$113.00</b>
PP0001366	JACKSON, CHRISTINA	02/27/2017	424623	R00036088	140800873-1	\$103.00
<b>* PP0001366 Totals:</b>						<b>\$103.00</b>
PP0001372	MAYES, MERSADI LYNN	02/17/2017	424079	R00035926	140799514-1	\$50.00
		02/17/2017	424079	R00035926	140799513-1	\$50.00
<b>PP0001372 Totals:</b>						<b>\$100.00</b>
PP0001375	CROSBY, TREVOR JOSEPH	02/23/2017	424384	R00036044	140800937-1	\$47.50
		02/23/2017	424384	R00036044	140802851-1	\$2.50
<b>PP0001375 Totals:</b>						<b>\$50.00</b>
PP0001386	WHEELER, MEG NICOLE	02/10/2017	423769	R00035828	140801462-1	\$113.00
<b>PP0001386 Totals:</b>						<b>\$113.00</b>
PP0001387	HORTON, MICHAEL WAYNE	02/22/2017	424238	R00035992	140801386-1	\$50.00
<b>PP0001387 Totals:</b>						<b>\$50.00</b>
PP0001394	WELLMANN, AMBER ELLEN	02/06/2017	423448	R00035695	140796011-1	\$25.00
		02/13/2017	423883	R00035876	140796011-1	\$65.00
<b>* PP0001394 Totals:</b>						<b>\$90.00</b>
PP0001397	TINDALL, JENNIFER JAICOLE	02/08/2017	423531	R00035748	140804113-1	\$100.00
<b>PP0001397 Totals:</b>						<b>\$100.00</b>
PP0001398	RITTER, MITZI ANN	02/14/2017	423899	R00035885	140801502-1	\$25.00
		02/28/2017	424673	R00036113	140801502-1	\$58.00
<b>* PP0001398 Totals:</b>						<b>\$83.00</b>

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PP0001400	TUCKER, GARY DON	02/16/2017	424065	R00035918	121165634-1	\$50.00
<b>PP0001400 Totals:</b>						<b>\$50.00</b>
PP0001401	WRIGHT, MARCUS R	02/06/2017	423450	R00035698	160752112-1	\$50.00
<b>PP0001401 Totals:</b>						<b>\$50.00</b>
PP0001403	WHITE, KASSIDY BRYNN	02/07/2017	423506	R00035736	121165614-1	\$100.00
		02/16/2017	424075	R00035922	121165614-1	\$45.00
<b>* PP0001403 Totals:</b>						<b>\$145.00</b>
PP0001405	RHODE-ALLEN, CRYSTAL LYNN	02/15/2017	423978	R00035906	140800193-1	\$100.00
<b>PP0001405 Totals:</b>						<b>\$100.00</b>
PP0001410	JOHNSON, APRIL LOUISE	02/01/2017	423156	R00035600	140800247-1	\$100.00
<b>PP0001410 Totals:</b>						<b>\$100.00</b>
PP0001412	CORBIN, ALEXIA LYNN	02/09/2017	423746	R00035819	140803753-1	\$30.00
<b>PP0001412 Totals:</b>						<b>\$30.00</b>
PP0001413	COLEY, CHRISTOPHER DON	02/23/2017	424395	R00036053	140804337-1	\$50.00
<b>PP0001413 Totals:</b>						<b>\$50.00</b>
PP0001414	HALL, JAMIE W	02/01/2017	423172	R00035607	140804676-1	\$35.00
		02/15/2017	423955	R00035895	140804676-1	\$35.00
<b>PP0001414 Totals:</b>						<b>\$70.00</b>
PP0001415	LONG, ELIJAH D	02/28/2017	424676	R00036114	140804288-1	\$100.00
<b>PP0001415 Totals:</b>						<b>\$100.00</b>
PP0001417	OLVERA, EDUARDO ISRAEL	02/01/2017	423191	R00035619	140804317-1	\$25.00
<b>PP0001417 Totals:</b>						<b>\$25.00</b>
PP0001418	WALKINGSTICK, JAMES LEE	02/01/2017	423251	R00035636	140804558-1	\$30.00
<b>PP0001418 Totals:</b>						<b>\$30.00</b>
PP0001419	MADDEN, CARMEN RENEE	02/03/2017	423351	R00035671	140802512-1	\$50.00
		02/17/2017	424120	R00035946	140802512-1	\$123.00
<b>PP0001419 Totals:</b>						<b>\$173.00</b>
PP0001420	NIBEL, DONOVAN LEE	02/24/2017	424482	R00036077	140805070-1	\$125.00
		02/24/2017	424482	R00036077	140805071-1	\$150.00
<b>* PP0001420 Totals:</b>						<b>\$275.00</b>
PP0001422	WILLIAMS, KAMBRIE T	02/04/2017	423378	R00035683	140801022-1	\$73.00
<b>PP0001422 Totals:</b>						<b>\$73.00</b>
PP0001423	THOMPSON, TYLER LEE	02/21/2017	424230	R00035990	140805044-1	\$25.00
		02/21/2017	424230	R00035990	140805043-1	\$75.00
<b>PP0001423 Totals:</b>						<b>\$100.00</b>
PP0001427	CRABTREE, BRANDON JAMES	02/16/2017	424057	R00035915	140800015-1	\$40.00
<b>PP0001427 Totals:</b>						<b>\$40.00</b>
PP0001430	WILKINSON, MICHAEL RYAN	02/21/2017	424199	R00035954	140804735-1	\$100.00
<b>PP0001430 Totals:</b>						<b>\$100.00</b>
PP0001431	WILLIAMS, JEFFERY ALAN	02/08/2017	423566	R00035771	140800230-1	\$25.00
<b>PP0001431 Totals:</b>						<b>\$25.00</b>
PP0001433	WITTHAR, JARED MICHAEL	02/17/2017	424106	R00035935	140794306-1	\$50.00
<b>PP0001433 Totals:</b>						<b>\$50.00</b>
PP0001437	WILSON, MARKO D	02/21/2017	424200	R00035955	140795870-1	\$20.00
<b>PP0001437 Totals:</b>						<b>\$20.00</b>
PP0001438	ALLMON, STEPHEN DANIEL	02/24/2017	424461	R00036060	140791388-1	\$60.00
<b>PP0001438 Totals:</b>						<b>\$60.00</b>
PP0001439	BURGESS, BENJAMIN THURSTON	02/16/2017	424074	R00035921	140799334-1	\$100.00
<b>PP0001439 Totals:</b>						<b>\$100.00</b>
PP0001440	MCCLAIN, SONSEEHRAY EVON	02/15/2017	423901	R00035887	121165657-1	\$123.00
<b>PP0001440 Totals:</b>						<b>\$123.00</b>
PP0001441	WALTERS, JAMIE RUTH ELLEN	02/03/2017	423331	R00035649	140789049-1	\$100.00
<b>PP0001441 Totals:</b>						<b>\$100.00</b>
PP0001444	WINSTON, ISAIAH PLONZA	02/08/2017	423546	R00035753	160752114-1	\$50.00

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PP0001444	WINSTON, ISIAIAH PLONZA	02/22/2017	424266	R00036007	160752113-1	\$5.00
		02/22/2017	424266	R00036007	160752114-1	\$45.00
<b>PP0001444 Totals:</b>						<b>\$100.00</b>
PP0001445	CUMMINS, BRANDON ANDREW	02/02/2017	423299	R00035641	140798398-1	\$125.00
		02/02/2017	423299	R00035641	140798397-1	\$135.00
<b>* PP0001445 Totals:</b>						<b>\$260.00</b>
PP0001449	SCOTCH, DAVID JUSTIN JR	02/09/2017	423768	R00035827	160752660-1	\$150.00
<b>PP0001449 Totals:</b>						<b>\$150.00</b>
PP0001450	BAGBY, SCOTT ANDREW	02/01/2017	423255	R00035637	140799133-1	\$50.00
<b>PP0001450 Totals:</b>						<b>\$50.00</b>
PP0001453	HORTON, SAMUEL LEVAIL	02/10/2017	423812	R00035852	140800227-1	\$30.00
<b>PP0001453 Totals:</b>						<b>\$30.00</b>
PP0001455	MAYS, RICHARD LEE JR	02/08/2017	423633	R00035795	140805086-1	\$20.00
<b>PP0001455 Totals:</b>						<b>\$20.00</b>
PP0001457	CORBIN, SHYANNE C	02/08/2017	423637	R00035796	160753148-1	\$10.00
<b>PP0001457 Totals:</b>						<b>\$10.00</b>
PP0001458	GREGG, KYLE	02/08/2017	423651	R00035801	140798325-1	\$78.00
		02/08/2017	423651	R00035801	140798326-1	\$56.00
<b>PP0001458 Totals:</b>						<b>\$134.00</b>
PP0001459	BAUMANN, ALEXANDER T	02/15/2017	423956	R00035897	140804404-1	\$250.00
<b>* PP0001459 Totals:</b>						<b>\$250.00</b>
PP0001467	DOLLAR, WILLIAM HUNTER	02/08/2017	423677	R00035811	140804753-1	\$25.00
		02/20/2017	424126	R00035951	140804753-1	\$25.00
<b>PP0001467 Totals:</b>						<b>\$50.00</b>
PP0001480	GUINN, CHRISTOPHER MICHAEL	02/27/2017	424625	R00036090	160753163-1	\$150.00
<b>PP0001480 Totals:</b>						<b>\$150.00</b>
PP0001481	LOUTHAN, DANA MARIE	02/25/2017	424551	R00036078	160752149-1	\$25.00
<b>PP0001481 Totals:</b>						<b>\$25.00</b>
PP0001482	SPENCER, JAMES DUSTIN	02/17/2017	424121	R00035947	140804721-1	\$25.00
<b>PP0001482 Totals:</b>						<b>\$25.00</b>
PP0001491	STARK, STEPHEN A	02/15/2017	424021	R00035913	140795217-1	\$25.00
<b>PP0001491 Totals:</b>						<b>\$25.00</b>
PP0001497	BENNETT, TIMOTHY EVERETT	02/22/2017	424326	R00036030	140801499-1	\$129.00
<b>PP0001497 Totals:</b>						<b>\$129.00</b>
PP0001500	CLARK, EZEKIEL EUGENE JR	02/22/2017	424332	R00036032	140800278-1	\$50.00
<b>PP0001500 Totals:</b>						<b>\$50.00</b>

**Report Totals**

**\$11,945.26**

\* Indicates an overpayment was made on the Payment Plan

## MUNICIPAL DIVISION SUMMARY REPORTING FORM

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

<b>I. COURT INFORMATION</b>		Contact information same as last report <input checked="" type="checkbox"/>	
		Municipality: Belton	Reporting Period: 2/2017
Mailing Address: 7001 E. 163rd St. Belton 64012		Software Vendor: Tyler Technologies	
Physical Address: 7001 E. 163rd St. Belton 64012		County: CASS COUNTY	Circuit: 17
Telephone Number: (816) 331-2798		Fax Number: (816) 348-4439	
Prepared by: Laura Ellis	E-mail Address: beltoncourts@beltonpd.org		iNotes <input checked="" type="checkbox"/>
Municipal Judge(s) CHARLES C. CURRY		Prosecuting Attorney: William N. Marshall III	
<b>II. MONTHLY CASELOAD INFORMATION</b>		Alcohol and Drug Related Traffic	Other Traffic
A. cases (citations / informations) pending at start of month		108	2,973
B. cases (citations / informations) filed		10	355
C. cases (citations / informations) disposed			
1. jury trial (Springfield, Jefferson County, and St. Louis County only)			
2. court / bench trial - GUILTY		0	7
3. court / bench trial - NOT GUILTY		0	42
4. plea of GUILTY in court		3	165
5. Violations Bureau Citations (i.e., written plea of guilty) and bond forfeitures by court order (as payment of fines / costs)		0	141
6. dismissed by court		0	0
7. <i>nolle prosequi</i>		2	83
8. certified for jury trial (not heard in the Municipal Division)		0	0
<b>9. TOTAL CASE DISPOSITIONS</b>		<b>5</b>	<b>438</b>
D. cases (citations / informations) pending at end of month [pending caseload = (A + B) - C9]		113	2,890
E. Trial de Novo and / or appeal applications filed		0	0
<b>III. WARRANT INFORMATION (Pre and Post Disposition)</b>		<b>IV. PARKING TICKETS</b>	
1. # issued during reporting period	243	# issued during period	0
2. # served/withdrawn during reporting period	247	<input checked="" type="checkbox"/> Court staff does not process parking tickets	
3. # outstanding at end of reporting period	2,030		

**MUNICIPAL DIVISION SUMMARY REPORTING FORM**

<b>COURT INFORMATION</b>	Municipality: Belton	Reporting Period: 2/2017
--------------------------	----------------------	--------------------------

<b>V. DISBURSEMENTS</b>			
<b>Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)</b>		<b>Other Disbursements cont.</b>	
Fines - Excess Revenue	\$36,097.21		
Clerk Fee - Excess Revenue	\$3,291.56		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$101.75		
Bond forfeitures (paid to city) - Excess Revenue	\$345.00		
<b>Total Excess Revenue</b>	<b>\$39,835.52</b>		
<b>Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)</b>			
Fines - Other	\$12,531.20		
Clerk Fee - Other	\$ 821.67		
Judicial Education Fund (JEF) <input checked="" type="checkbox"/> Court does not retain funds for JEF	\$0.00		
Peace officer Standards and Training (POST) Commission surcharge	\$345.37		
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$2,462.50		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	125.90		
Law Enforcement Training (LET) Fund surcharge	1,090.63		
Domestic Violence Shelter surcharge	1,091.00		
Inmate Prisoner Detainee Security Fund surcharge	1,091.00		
Sheriffs' Retirement Fund (SRF) surcharge	\$1,036.11		
Restitution	\$1,512.26		
Parking ticket revenue (including penalties)	\$0.00		
Bond forfeitures (paid to city) - Other	\$2,351.00		
<b>Total Revenue Other</b>	<b>\$23,159.24</b>		
<b>Other Disbursements:</b> Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs, witness fees, and board bill/jail costs.		<b>Total Other Disbursements</b>	\$300.00
		<b>Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited</b>	\$63,294.76
DWI RECOVERY COST	\$300.00	<b>Bond Refunds</b>	\$0.00
		<b>Total Disbursements</b>	<b>\$63,294.76</b>

MEMORY TRANSMISSION REPORT

TIME : 03-07-'17 11:52  
FAX NO.1 : 816-331-3179  
NAME : Belton Mun. Court

FILE NO. : 169  
DATE : 03.07 11:51  
TO : OSCA STATE RPT  
DOCUMENT PAGES : 3  
START TIME : 03.07 11:51  
END TIME : 03.07 11:52  
PAGES SENT : 3  
STATUS : OK

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

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

To:	STATISTICS SECTION	Fax:	573-526-0338
From:	Laura Ellis	Date:	3/7/2017
Re:	MUN DIV REPORTING FORM	Pages:	3 INCL THIS PAGE
CC:			
<input type="checkbox"/> Urgent <input type="checkbox"/> For Review <input type="checkbox"/> Please Comment <input type="checkbox"/> Please Reply <input type="checkbox"/> Please Recycle			

ATTACHED IS THE FEBRUARY 2017 MUNICIPAL DIVISION REPORTING FORM FOR THE PERIOD FEBRUARY 1, 2017 THROUGH FEBRUARY 28, 2017 FOR THE BELTON MUNICIPAL COURT.

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

THANK YOU,  
LAURA ELLIS

**CONFIDENTIAL**

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

.....

# FAX transmittal

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

---

**From:** Laura Ellis **Date:** 3/7/2017

---

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

---

**CC:**

---

Urgent     For Review     Please Comment     Please Reply     Please Recycle

---

**ATTACHED IS THE FEBRUARY 2017 MUNICIPAL DIVISION REPORTING FORM FOR THE PERIOD FEBRUARY 1, 2017 THROUGH FEBRUARY 28, 2017 FOR THE BELTON MUNICIPAL COURT.**

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

**THANK YOU,  
LAURA ELLIS**

**CONFIDENTIAL**

.....



# My Filed Or Closed Cases Listing

Belton

3/7/2017 12:15:08 PM

Totals For Filed Date From 02/01/2017 To 02/28/2017

Posted Fee Totals For Posted Date From 02/01/2017 To 02/28/2017

## Violations By Filed Date

City Ordinance	208
MOVING TRAFFIC	256
Parking	2
Traffic	130
<b>Total Violations Filed:</b>	<b>596</b>

## Violations Completed-Paid Fines By Filed Date

### CL-CLOSED FOUND GUILTY

MOVING TRAFFIC	81
Traffic	66
CL	147
<b>Total Violations Completed-Paid Fines:</b>	<b>147</b>

## Violations Completed-Before Judge By Filed Date

### CL-CLOSED FOUND GUILTY

City Ordinance	59
IPMC CODE	1
MOVING TRAFFIC	59
Traffic	107
UNUSED	1
CL	227

### D\$-DISMISSED SC PP RECALCULATED/PAID

City Ordinance	36
D\$	36

### DC-Dismissed by Complainant





# My Filed Or Closed Cases Listing

Belton

3/7/2017 12:15:08 PM

Totals For Filed Date From 02/01/2017 To 02/28/2017

Posted Fee Totals For Posted Date From 02/01/2017 To 02/28/2017

## Violations Completed-Before Judge By Filed Date

City Ordinance	5	
DC		5
<b>DI-CLOSED BY SIS</b>		
City Ordinance	6	
MOVING TRAFFIC	10	
DI		16
<b>DJ-Dismissed by Judge</b>		
City Ordinance	2	
DJ		2
<b>DP-Dismissed by Prosecutor</b>		
City Ordinance	22	
MOVING TRAFFIC	22	
Traffic	14	
DP		58
<b>DW-DISMISSED NO WITNESS</b>		
City Ordinance	4	
DW		4
<b>DX-FOUND NOT GUILTY AT TRIAL</b>		
MOVING TRAFFIC	41	
Traffic	2	
DX		43
<b>Total Violations Completed-Before Judge:</b>		<b>391</b>



# My Filed Or Closed Cases Listing

Belton

3/7/2017 12:15:08 PM

Totals For Filed Date From 02/01/2017 To 02/28/2017

Posted Fee Totals For Posted Date From 02/01/2017 To 02/28/2017

## Violations Completed-Other By Filed Date

### DO-DISMISSED BY OFFICER

City Ordinance	1	
MOVING TRAFFIC	2	
Traffic	1	
DO		4

### DP-Dismissed by Prosecutor

City Ordinance	12	
MOVING TRAFFIC	41	
Parking	1	
Traffic	26	
UNIFIED DEVELOPMENT CODE	1	
DP		81

### DS-DISMISSED STATE CHARGES

MOVING TRAFFIC	3	
DS		3

### VD-Voided Docket

City Ordinance	2	
VD		2

**Total Violations Completed-Paid Fines: 90**



# My Filed Or Closed Cases Listing

Belton

3/7/2017 12:15:08 PM

Totals For Filed Date From 02/01/2017 To 02/28/2017

Posted Fee Totals For Posted Date From 02/01/2017 To 02/28/2017

Total Violations Completed-Paid Fines:	147
Total Violations Completed-Before Judge:	391
Total Violations Completed-Before Jury:	0
Total Violations Completed-Before Teen Court:	0
Total Violations Completed-Other:	90
<hr/>	
Total Violations Completed:	628
Total Violations Filed:	596
<hr/>	
Net Difference Filed - Completed:	-32

## Warrants Issued

City Ordinance	132		
MOVING TRAFFIC	77		
Traffic	34		
Total Warrants Issued:	243	Total Violations:	243

## Warrants Cleared

City Ordinance	98		
MOVING TRAFFIC	76		
Traffic	45		
UNUSED	2		
Total Warrants Cleared:	221	Total Violations:	221

Total Warrants Issued:	243
Total Warrants Cleared:	221
Net Difference:	22



# My Filed Or Closed Cases Listing

Belton

3/7/2017 12:15:08 PM

Totals For Filed Date From 02/01/2017 To 02/28/2017

Posted Fee Totals For Posted Date From 02/01/2017 To 02/28/2017

## Violations Completed-Other Paid By Filed Date

### AJ-SUSPENDED IMPOSITION OF SENTEN

MOVING TRAFFIC	3	
AJ		3

### CC-CONTEMPT OF COURT ISSUED

MOVING TRAFFIC	1	
CC		1

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

City Ordinance	2	
MOVING TRAFFIC	3	
CD		5

### CL-CLOSED FOUND GUILTY

City Ordinance	5	
MOVING TRAFFIC	1	
CL		6

### CN-Continued Arraignment

MOVING TRAFFIC	2	
Traffic	1	
CN		3

### CS-Community Service Hours

City Ordinance	1	
CS		1

### FI-FTA ISSUED



# My Filed Or Closed Cases Listing

Belton

3/7/2017 12:15:08 PM

Totals For Filed Date From 02/01/2017 To 02/28/2017

Posted Fee Totals For Posted Date From 02/01/2017 To 02/28/2017

## Violations Completed-Other Paid By Filed Date

City Ordinance	1	
FI		1
<b>PP-Payment plan</b>		
City Ordinance	25	
IPMC CODE	1	
MOVING TRAFFIC	39	
Traffic	15	
UNUSED	1	
PP		81
<b>Total Violations Completed-Other Paid:</b>		<b>101</b>

29



# My Filed Or Closed Cases Listing

Belton

3/7/2017 12:15:08 PM

Posted Fee Totals For Posted Date From 02/01/2017 To 02/28/2017

Fee Code	Fee Description	Paid
BF (84)	BOND FORFEITURE	\$2,696.00
CC (76)	COURT COSTS	\$3,739.23
CN (CA)	COURT NOTIFCATION AUTOMATION	\$672.80
CVC2 (74)	CRIME VICTIMS CITY	\$127.65
CVS2 (CV)	CRIME VICTIMS STATE	\$2,462.50
DM (82)	DOMESTIC VIOLENCE	\$691.00
DWI (77)	DWI RECOVERY COST	\$300.00
FINE (76)	FINE	\$47,955.61
ILFC (83)	ILF- CITY	\$374.00
IS (IS)	INMATE SECURITY FUND	\$691.60
RST (RS)	RESTITUTION	\$1,512.26
SR (SR)	SHERIFF RETIREMENT	\$1,036.11
TFC (78)	TRAINING FUND CITY	\$690.63
TFS (81)	TRAINING FUND STATE	\$345.37

Report Totals:

\$63,294.76

*2.00 photo copies*

*\$63,296.76*

# **SECTION IV**

## **C**

R2017-06

**A RESOLUTION REAPPOINTING BOBBY DAVIDSON AND GARY LATHROP TO THE BUILDING AND FIRE PREVENTION CODES BOARD OF ADJUSTMENT.**

**WHEREAS**, Section 7-5 of the Code of Ordinances provides for the establishment of a Building and Fire Prevention Code Board of Adjustment to aid in the administration of the Building and Fire Prevention Codes of the City; and

**WHEREAS**, Bobby Davidson’s term expires April 1, 2017; he is hereby reappointed to serve as a member of the Building and Fire Prevention Code Board of Adjustments until April 1, 2019; and

**WHEREAS**, Gary Lathrop’s term expires April 1, 2017; he is hereby reappointed to serve as a member of the Building and Fire Prevention Code Board of Adjustments until April 1, 2019; and

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

**SECTION 1.** That the following names individuals constitute the Belton Building and Fire Prevention Code Board of Adjustments, being appointed for two (2) year terms, or until their successor(s) is duly appointed:

<u>NAME</u>	<u>TERM</u>
Bobby Perkins	April 1, 2018
David Harber	April 1, 2018
J.W. Brown	April 1, 2018
<b>Gary Lathrop</b>	<b>April 1, 2019</b>
<b>Bobby Davidson</b>	<b>April 1, 2019</b>

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

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

Duly read and passed this 28<sup>th</sup> day of March, 2017.

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

ATTEST:

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



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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton, Missouri, and that the foregoing Resolution was regularly introduced at a regular meeting of the City Council held on the 28<sup>th</sup> day of March, 2017 and adopted at a regular meeting of the City Council held the 28<sup>th</sup> day of March, 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**

## **D**

**Option 1**

	Employees Currently Enrolled	Current Monthly Rate	Current Monthly City Portion	Current Monthly EE Portion	Proposed Monthly Rate	Proposed Monthly City Portion	Proposed Monthly EE Portion	Proposed Monthly EE Increase	Proposed Annual EE Increase
<b>Blue Care HMO 1</b>									
Individual	28	632.00	545.55	86.45	N/A	N/A	N/A	N/A	N/A
Employee + One	10	1,485.96	1,002.00	483.96	N/A	N/A	N/A	N/A	N/A
Family	14	1,665.87	1,002.00	663.87	N/A	N/A	N/A	N/A	N/A
	<u>52</u>								
<b>Blue Care HMO 2</b>									
Individual	4	614.48	545.55	68.93	676.05	600.23	75.82	6.89	82.68
Employee + One	0	1,445.08	1,002.00	443.08	1,589.86	1,102.00	487.86	44.78	537.36
Family	8	1,617.97	1,002.00	615.97	1,780.09	1,102.00	678.09	62.12	745.44
	<u>12</u>								
<b>Preferred Care Blue PPO</b>									
Individual	43	545.55	545.55	-	600.23	600.23	-	-	-
Employee + One	16	1,282.70	1,002.00	280.70	1,411.22	1,102.00	309.22	28.52	342.24
Family	16	1,435.73	1,002.00	433.73	1,579.59	1,102.00	477.59	43.86	526.32
	<u>75</u>								
<b>HDHP</b>									
Individual	19	493.00	545.55	(52.55)	542.38	600.23	(57.85)	(5.30)	(63.60)
Employee + One	3	1,160.03	1,002.00	158.03	1,276.27	1,102.00	174.27	16.24	194.88
Family	10	1,299.05	1,002.00	297.05	1,429.22	1,102.00	327.22	30.17	362.04
	<u>32</u>								

**As Budgeted**

# **SECTION VI**

## **H**

**AN ORDINANCE AUTHORIZING AND APPROVING THE CITY OF BELTON, MISSOURI THROUGH ITS FIRE DEPARTMENT TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT FOR MEDICAL DIRECTOR SERVICES WITH DR. ERIK J. STAMPER, D. O.**

**WHEREAS**, state regulations require the services of a qualified Medical Director to participate in protocol reviews, training and equipment utilization for the ambulance services that provide basic and advanced life support services; and

**WHEREAS**, the Agreement, attached hereto and incorporated in this Ordinance as **Exhibit "A"** has been negotiated with a Medical Director to comply with state standards and to include an annual reimbursement for those professional services; and

**WHEREAS**, Dr. Erik J. Stamper, D. O. has been performing these services for the Fire Department and has been doing an excellent job as the Medical Director to support the advanced life support ambulance services of the Belton Fire Department; and

**WHEREAS**, the funding source for this agreement is the Belton Fire Department operating budget for contract services in the amount of \$10,000.00. The funding is included in the current FY18 year's budget.

**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 Professional Services Agreement for Medical Director, herein attached and incorporated as **Exhibit "A"** to this ordinance. That this agreement will be ratified to April 1, 2017, the ending date of the previous agreement.

**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.

READ FOR THE FIRST TIME:     March 28, 2017

READ FOR THE SECOND TIME AND PASSED:

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

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

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

ATTEST:

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

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

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

AYES:           COUNCILMEN:

NOES:           COUNCILMEN:

ABSENT:         COUNCILMEN:

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

**PROFESSIONAL SERVICES AGREEMENT  
FOR MEDICAL DIRECTOR**

This is an Agreement by and between the City of Belton, a municipal corporation and charter city, and Dr. Erik J. Stamper D. O. to serve as the Medical Director for the Advanced Life Support Ambulance Service of the Belton Fire Department.

WHEREAS, pursuant to 19 Missouri Code of State Regulations 30-40.303 all ambulance services in the State of Missouri shall have a Medical Director. Medical Directors are required to be board certified in emergency medicine, family practice, internal medicine or surgery.

WHEREAS, the Medical Director shall have current certification in Advance Cardiac Life Support and Pediatric Advance Life Support.

WHEREAS, Dr. Erik J. Stamper, D. O. is willing to perform the Medical Director services and is board certified in Emergency Medicine and registered as a Physician and Surgeon in the State of Missouri. (See Exhibits A-1 and A-2 – certificate and registration.)

WHEREAS, ambulance services that provide advanced life support (hereinafter ALS) services, basic life support services utilizing medications (medications include, but are not limited to, activated charcoal, oral glucose and/or oxygen) or providing assistance with patients' medications (patient medications include, but are not limited, to a prescribed inhaler, nitroglycerin and/or epinephrine), or basic life support services performing invasive procedures including invasive airway procedures (invasive airway procedures include, but are not limited to, esophageal or endotracheal intubation) shall comply with state regulations as follows:

- (A) Each licensed ambulance service which provides ALS care shall have a medical director who is licensed as a doctor of medicine or a doctor of osteopathy by the Missouri State Board of Registration for the Healing Arts and who has:
1. Board certification in emergency medicine; or
  2. Board certification or board eligibility in a primary care specialty or surgery and has actively practiced emergency medicine during the past year and can demonstrate current course completion or certification in ACLS, ATLS and PALS (certification in ACLS, ATLS and PALS must be obtained no later than one (1) year after initial ambulance service licensure), or documentation of equivalent education in cardiac care, trauma care and pediatric care within the past five (5) years; or
  3. An active practice in the community, with current course completion or certification in ACLS and PALS (certifications shall be obtained no later than one (1) year after initial ambulance service licensure), or documented equivalent education in cardiac care and pediatric care within the past five (5) years who develops a written agreement with a physician who meets the requirements stated in (A) 1. Or (A) 2. To review and approve the processes required in (C), (D), and (E) in order to facilitate the medical direction of the ambulance service.

- (B) Each licensed ambulance service which provides only BLS care shall have a medical director who is licensed as a doctor of medicine or a doctor of osteopathy by the Missouri State Board of Registration for the Healing Arts and can demonstrate current course completion or certification in ACLS and PALS (certifications must be obtained no later than one (1) year after initial ambulance service licensure), or can document equivalent education in cardiac care and pediatric care within the past five (5) years.

It is hereby mutually agreed by the parties as follows:

1. Dr. Erik Stamper agrees to serve as Medical Director for the Advanced Life Support Ambulance Service of the Belton Fire Department and the City of Belton.
2. Dr. Erik Stamper as Medical Director, in cooperation with the Belton EMS Coordinator, shall develop, implement and annually review the following:
  - a. Medical and treatment protocols for medical, trauma and pediatric patients;
  - b. Triage and transport protocols;
  - c. Protocols for do-not-resuscitate requests;
  - d. Air ambulance utilization; and
  - e. Medications and medical equipment to be utilized.
3. Dr. Erik Stamper as Medical Director, in cooperation with the Belton EMS Coordinator, shall ensure that all licensed service personnel meet the education and skill competencies required for their level of license and patient care environment. The Medical Director shall have the authority to require additional education and training for any licensed service personnel who fail to meet this requirement and limit the patient care activities of personnel who deviate from established standards.
4. Dr. Erik Stamper as Medical Director, in cooperation with the Belton EMS Coordinator, shall develop, implement and annually review the following:
  - a. Prolonged ambulance scene, response or transport times;
  - b. Incomplete run documentation;
  - c. Ambulances that are diverted from their original destinations;
  - d. Compliance with adult and pediatric triage, treatment and transport protocols (or sample thereof);
  - e. Skills performance (or sample thereof); and
  - f. Any other activities that the administrator or medical director deem necessary.
5. The Belton Fire Department agrees to pay Dr. Erik Stamper for his services as the Medical Director for the Advanced Life Support Ambulance Service of the Belton Fire Department a fixed annual payment of \$10,000.00 for services list above, payable in one lump sum.



6. Either party may cancel this agreement on 30 days' notice; otherwise, the agreement shall remain in force for a period of one year from the date April 1, 2017 (Fiscal Year 2018).
7. It is understood by both parties that Dr. Erik J. Stamper, D. O. is an independent contractor of the Belton Fire Department and the City of Belton, Missouri.

\_\_\_\_\_  
Dr. Erik J. Stamper, D. O.

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

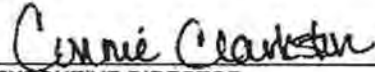
\_\_\_\_\_  
EIN #

# State of Missouri

Department of Insurance, Financial Institutions and Professional Registration  
Division of Professional Registration  
Missouri State Board of Registration for the Healing Arts  
Physician and Surgeon

VALID THROUGH JANUARY 31, 2018  
ORIGINAL CERTIFICATE/LICENSE NO. 2010013277

ERIK JOSEPH STAMPER, DO  
RESEARCH EMERGENCY DPT  
2316 EAST MEYER BLVD  
KANSAS CITY MO 64132  
USA

  
EXECUTIVE DIRECTOR

  
DIVISION DIRECTOR



American Board of  
Emergency Medicine



## American Board of Emergency Medicine

Established for the Certification of Emergency Physicians Hereby  
Declares that

*ERIK J. STAMPER, D.O.*

Has Successfully Fulfilled the Certification Requirements and is  
Declared a Diplomate of the American Board of Emergency Medicine

**November 8, 2011 – December 31, 2021**

President *Richard N. Nelson, MD*

Secretary *James H. James, M.D.*

Certification Number 50101

# **SECTION VI**

## **I**

**AN ORDINANCE AUTHORIZING AND APPROVING A SOFTWARE LICENSING AGREEMENT BETWEEN THE CITY OF BELTON, MISSOURI, THROUGH ITS FIRE DEPARTMENT, AND IMAGETREND, INC. FOR THE LICENSING, MAINTENANCE AND SUPPORT OF THE DEPARTMENTAL REPORTING SYSTEM.**

**WHEREAS**, on March 24, 2015 the City Council approved the Fire Department’s Apparatus and Capital Equipment Replacement Plan which included the purchase of the department’s new Reporting System from Imagetrend, Inc.; and

**WHEREAS**, this Reporting System is a software system that is licensed and requires recurring upgrades, maintenance and support from Imagetrend, Inc.; and

**WHEREAS**, the City Council believes that the software and reporting system is beneficial to the interests of the citizens of Belton and improves the efficiency and effectiveness of the Belton Fire Department.

**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 Software Licensing Agreement for the Fire Department’s Reporting System herein attached and incorporated as **Exhibit “A”** to this ordinance; and

**Section 2.** That the Mayor is authorized to sign the Agreement on behalf of the City of Belton, Missouri.

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

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

READ FOR THE FIRST TIME: March 28, 2017

READ FOR THE SECOND TIME AND PASSED:

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

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

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

ATTEST:

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

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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton, Missouri, and that the foregoing Ordinance 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  
City of Belton, Missouri



**CITY OF BELTON  
CITY COUNCIL INFORMATION FORM**

DATE: March 23, 2017 **AGENDA DATE: March 28,2017**  
 ASSIGNED STAFF: Norman K. Larkey Sr., Fire Chief  
 DEPARTMENT: Fire

Approvals

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

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

**ISSUE/REQUEST**

To approve a software license, maintenance and support agreement and annual fee with Imagetrend, Inc. for the Fire Department's Reporting System.

**PROPOSED CITY COUNCIL MOTION**

To approve the agreement with Imagetrend, Inc. and the annual licensing, maintenance and support fee in the amount of \$11,770.00.

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

The department purchased a new Reporting System in 2016 from Imagetrend, Inc. This system provides the department with the software program to enter and maintain all reporting information for each incident that we respond to. This system also stores each report for use in the future by the department or when an individual request a copy of a report of an incident. All reports are kept according to state statutes and city ordinances.

**IMPACT/ANALYSIS:**

The \$11,770.00 was allocated in the FY-18 Budget for this support fee.

**FINANCIAL IMPACT**

Contractor:	
Amount of Request/Contract:	\$ 11,770
Amount Budgeted:	\$ 33,600
Funding Source:	General Fund/ Maintenance Agreement 010-3600-400-2015
Additional Funds:	\$ 0.00
Funding Source:	N/A
Encumbered:	\$ 0.00
Funds Remaining:	\$ 21,830

<b>TIMELINE:</b>	<b>START:</b>	<b>FINISH:</b>
------------------	---------------	----------------

**OTHER INFORMATION/UNIQUE CHARACTERISTICS:**

**STAFF RECOMMENDATIONS:**

Approve recommendation by staff.

**Action and Date:**

**LIST OF REFERENCE DOCUMENTS ATTACHED:**

Imagetrend, Inc. Invoice

Software Licensing Agreement between the City and Imagetrend, Inc. including a Pricing Agreement, Service Level Agreement, HIPAA Business Associate Agreement and Insurance Certificate





# Invoice

**Remit To:**

ImageTrend, Inc.  
 20855 Kensington Blvd.  
 Lakeville, MN 55044

Phone: 952-469-1589

Email: [invoices@imagetrend.com](mailto:invoices@imagetrend.com)

**Bill To:**

Belton Fire Department  
 Norman Larkey Sr.  
 16300 N. Mullen Road  
 Belton MO 64012

Invoice Number 104578  
 Invoice Date 12/30/2016  
 Terms Net 30  
 PO Number 123982  
 Order Number 14605  
 Customer Number 0104

**Ship To:**

Belton Fire Department  
 Norman Larkey Sr.  
 16300 N. Mullen Road  
 Belton MO 64012

Item Name	Description	Qty	Unit Price	Total
Field Bridge Support	Site License Annual Support Fee - Year 2 and thereafter	1	\$720.00	\$720.00
Mobile Inspections Support	Site License Annual Support Fee - Year 2 and thereafte	1	\$720.00	\$720.00
Rescue Bridge CAD Integrations Support	CAD Integration: ITI Annual Fee - Year 2 and thereafter	1	\$1,750.00	\$1,750.00
Rescue Bridge Hosting	Annual Fee - Year 2 and thereafter	1	\$5,700.00	\$5,700.00
Rescue Bridge Support	Annual Fee - Year 2 and thereafter	1	\$2,880.00	\$2,880.00

Invoice Sub-Total \$11,770.00  
 Taxes \$0.00  
 Invoice Total \$11,770.00

Thank you for your business!

Please include customer number and invoice number on your payment.



## SOFTWARE LICENSING AGREEMENT

CONTRACT NO.: 2357

BETWEEN

CITY OF BELTON  
506 MAIN STREET  
BELTON, MO 64012

AND

IMAGETREND, INC.  
20855 KENSINGTON BLVD.  
LAKEVILLE, MN 55044



**IMAGETREND** INC.

**THIS AGREEMENT** is made and entered into on the date last written below, by and between the ImageTrend, Inc., a Minnesota corporation (hereinafter "IMAGETREND"), and City of Belton, MO a municipal corporation (hereinafter "CLIENT").

## **RECITALS**

**WHEREAS**, IMAGETREND owns the software system known SOFTWARE; and

**WHEREAS**, CLIENT desires to obtain the license of the Software mentioned above; and

**WHEREAS**, IMAGETREND is willing to provide CLIENT with a non-exclusive license of the Software on the terms and conditions contained herein;

**NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:**

### **SECTION 1. DEFINITIONS.**

**"Authorized personnel"** means employees of CLIENT that use the Software in the scope of their employment, or CLIENT's contractors where the contractor's services must necessarily require access to the Software. Personnel who intend to: reverse engineer, disclose, or use or acquire for any purpose not in the scope of the personnel's employment or necessary for contractor services, any Confidential Information are not Authorized Personnel.

**"Confidential information"** means the proprietary products and trade secrets of IMAGETREND and/or its suppliers, including, but not limited to, computer software, code, technical parameters, price lists, customer lists, designs, software documentations, manuals, models and account tables, and any and all information maintained or developed by CLIENT pursuant to this AGREEMENT which is deemed confidential under existing state and/or federal law.

**"Custom Development"** means that CLIENT contracts IMAGETREND through a signed and accepted Statement of Work to customize the software. Each CLIENT shall have the non-exclusive license to utilize such software. Such software may then become a part of the core product and be distributed. Custom Development may require ongoing support and/or hosting and shall be subject to support and/or hosting fee increases. IMAGETREND maintains ownership of all Custom Development.

**"ImageTrend Elite Reporting Tools"** means the Transactional Report Writer, Visual Informatics, Analytical Chart Reporting Tool and Analytical Tabular Reporting Tool in the Software that are based on a set of Elite Data Marts.

**"ImageTrend Elite Data Marts"** means the relational database(s) that contain an enhanced and simplified reporting-ready format of the transactional data collected within ImageTrend Elite. The Elite Data Marts are available for use with the ImageTrend Elite Reporting Tools.

**"Licensed Information"** means any information pertaining to the Software which is owned by IMAGETREND and is licensed to CLIENT. Licensed Information includes such information as input form, user manuals and user documentation, interface format and input/output format, and any other materials pertaining to the Software.

**"Perpetual License"** means an unlimited use of software without rights for resale.

**"Reference"** means referral in the promotion of IMAGETREND'S software to other potential CLIENTS.

**"Software"** means the computer program(s) in machine readable object code form listed in Exhibit "A", including the executable processing programs comprising the various modules from the Software and the Licensed Information.

**"Statement of Work"** means the technical document which outlines mutually agreed upon system specification for Custom Development and associated costs, payment terms and acceptance procedures. This document requires client acceptance and signature prior to beginning work.

**"Support"** means interactive telephone and e-mail support, computer based online training, product upgrades and enhancements, along with defect corrections, delivered from IMAGETREND's offices.

**"Upgraded Version"** means the Licensed Software and/or Licensed Information to which updates, enhancements, corrections, installations of patches or other changes have been made. The exterior form of the Updated Version is reflected by changes to the version numbers.

## **SECTION 2. TERM OF AGREEMENT.**

The term of this AGREEMENT shall be one year(s) from signature date, subject to Section 13 of this AGREEMENT. This AGREEMENT shall be subject to automatic annual renewal unless terminated by either party as provided in Section 13, below.

## **SECTION 3. GRANT OF LICENSE.**

### **A. NON-EXCLUSIVE USE LICENSE.**

In accordance with the terms and conditions hereof, IMAGETREND agrees to grant to CLIENT and CLIENT agrees to accept a non-transferable and non-exclusive perpetual use license of the Software. During the term of the agreement, the CLIENT shall have access to the Software, which will be installed on servers at the IMAGETREND hosting facility and subject to the Service Level Agreement attached as Exhibit D. CLIENT expressly acknowledges that all copies of the Software and/or Licensed Information in any form provided by IMAGETREND to CLIENT hereunder are the sole property of IMAGETREND and/or its suppliers, and that CLIENT shall not have any right, title, or interest to any such Software and/or Licensed Information or copies thereof except as provided in this AGREEMENT.

### **B. IMAGETREND ELITE DATA MARTS NON-EXCLUSIVE USE LICENSE**

In accordance with the terms and conditions hereof, IMAGETREND agrees to grant the use of the ImageTrend Elite Data Marts only via ImageTrend Elite Reporting Tools as included and detailed in Exhibit B. This AGREEMENT does not give the CLIENT the rights to access and query the ImageTrend Elite Data Marts directly using SQL query tools, reporting tools, ETL tools, or any other tools or mechanisms. Direct access to ImageTrend Elite Data Marts is available via separately-priced product and service offerings from IMAGETREND. This Section 3.B, is subject to the Non-Exclusive Use License as covered in Section 3.A and terms of this AGREEMENT.

### **C. PROTECTION OF SOFTWARE AND LICENSED INFORMATION**

CLIENT agrees to respect and not to, nor permit any third-party to, remove, obliterate, or cancel from view any copyright, trademark, confidentiality or other proprietary notice, mark, or legend appearing on any of the Software or Licensed Information, and to reproduce and include the same on each authorized copy of the Software and Licensed Information.

CLIENT shall not nor shall CLIENT permit any third-party to, copy or duplicate the Software or any part thereof except for the purposes of system backup, testing, maintenance, or recovery. CLIENT may duplicate the Licensed Information only for internal training, provided that all the names, trademark rights, product names, copyright statement, and other proprietary right statements of IMAGETREND are reserved. IMAGETREND reserves all rights which are not expressly granted to CLIENT in this AGREEMENT.

CLIENT shall not, nor shall CLIENT permit any third-party to, modify, reverse engineer, disassemble, or decompile the Software, or any portion thereof, and shall not use the software or portion thereof for purposes other than as intended and provided for in this Agreement.

**D. DATA OWNERSHIP AND DATA PROTECTION.**

All CLIENT data collected with IMAGETREND Software remains at all times the property of the CLIENT. IMAGETREND will not to use or make available any personally identifiable information other than for administering the CLIENT's account and collecting usage statistics in order to improve our products and services specifications. During the term of this AGREEMENT and after termination or expiration of this AGREEMENT, IMAGETREND will not in any way transfer to any third party or use in direct or indirect competition with the other party any information or data posted by CLIENT's and others on IMAGETREND's website and acknowledges that all such information is confidential.

**E. CLIENT DATA.**

Within thirty (30) days after the expiration of this AGREEMENT, the termination of this AGREEMENT, or IMAGETREND is no longer in business, IMAGETREND will deliver to the CLIENT its data, in machine readable format, on appropriate media, at the CLIENT's option. If the CLIENT wants the data to be delivered in a medium other than tape or CD, IMAGETREND shall do its best to accommodate the CLIENT, provided the CLIENT shall provide the medium on which the data is to be provided and shall pay for any additional cost incurred by IMAGETREND in accommodating this request.

**SECTION 4. SOFTWARE ABSTRACT.**

- A. The ImageTrend Service Bridge/State Bridge/Rescue Bridge/ImageTrend Elite contains and stores the data elements of an emergency medical database, including data schema and values that may originate from traditional computer aided dispatch (CAD) sources and data values that may be used in billing from pre-hospital patient care. The emergency medical database may contain certain vehicle transport information but does not contain data elements and/or values specific to the vehicle path tracking such as automatic vehicle location (AVL) or third party AVL integrations. The emergency medical database does support integrations to third party CAD and billing solutions. The emergency medical database does not support any AVL, CAD or billing functions executed directly from the database.
- B. The ImageTrend Service Bridge/State Bridge/Rescue Bridge/ImageTrend Elite contains and stores the data elements of an emergency medical database as defined, described and mandated by the National EMS Information System (NEMSIS). The dataset was adopted by ImageTrend for State and local regulatory authorities as required by NEMSIS. The NEMSIS data schema and elements are the sole work of the NEMSIS organization in conjunction with the National Highway Traffic Safety Administration (NHTSA). The NEMSIS dataset contains data elements and data structures originating and potentially owned by a number of nonprofit third party organizations and government agencies such as the World Health Organization (ICD 9 and ICD 10), International Health Terminology Standards Development Organization (SNOMED), U.S

Department of the Interior and U.S. Geological Survey (GNIS), National Institute of Standards and Technology (FIPS), Health Level Seven International (HL7), Joint APCO/NENA Data Standardization Working Group (AACN). The NEMSIS dataset offers customer driven extensibility that allows the end user to extend and define the dataset at their own discretion.

**SECTION 5. SERVICES PROVIDED BY IMAGETREND.**

**A. SUPPLY OF SOFTWARE AND LICENSED INFORMATION.**

IMAGETREND shall provide CLIENT software and services as detailed in Exhibit A.

**B. MODIFICATIONS, IMPROVEMENTS AND ENHANCEMENTS.**

During the terms of this Agreement and any extensions under Section 2, IMAGETREND will provide CLIENT with error corrections, bug fixes, patches or other updates to the Software in object code form, to the extent available in accordance with IMAGETREND's release schedule. If CLIENT desires to add new functions or make enhancements to the Software, CLIENT must, for additional consideration, negotiate with IMAGETREND to develop new functions or improvements to the existing Software. All such error corrections, bug fixes, patches, updates, or other improvements or modifications shall be the sole property of IMAGETREND.

**C. INSTALLATION, INTRODUCTORY TRAINING AND DEBUGGING.**

1. IMAGETREND shall provide CLIENT with start-up services such as the installation and introductory training relating to the Software, and, if necessary, initial debugging services.
2. "Train-the-trainer" training for administrators as detailed in Exhibit A. Additionally, online training videos and user guides in electronic format will be made available.
3. Introductory training relating to the Software as detailed in Exhibit A. The parties may enter into a supplemental written agreement in the event CLIENT desires that IMAGETREND provide additional training.

**SECTION 6. MAINTENANCE and SUPPORT.**

**A. Application use support as detailed in Service Level Agreement Exhibit B.**

**B. Server hosting environment is monitored and supported 24/7. Emergency support information is available on the ImageTrend Support site for emergency purposes. Non-emergency related contact may be charged to the CLIENT.**

**C. Maintenance of IMAGETREND software, which includes scheduled updates and new releases, as well as defect correction as needed, is included. Specific out-of-scope system enhancement requests will be reviewed with the CLIENT and subject to approval if additional charges are necessary.**

**SECTION 7. FEES.**

**A. Except as otherwise provided in this AGREEMENT, IMAGETREND shall offer the Products and the Services at the prices set forth on Exhibit A.**

- (i) IMAGETREND will perform price increases of the recurring fees. The first price increase will occur with the fees due for Year 3. These price increases will occur once every year and may not exceed 3% of the price then currently in effect.

**B. The fees for this contract are as detailed in the attached Exhibit A.**

**C. At any time during this agreement, the CLIENT may contract with IMAGETREND for additional software and services not covered in this agreement with fees to be negotiated on an item-by-**

item basis. The CLIENT may contract Custom Development by IMAGETREND for additional fees as outlined and agreed to in a signed and accepted Statement of Work.

- D. If there is a delay in acceptance on the remaining items for longer than 60 days, ImageTrend has the option to invoice the remaining balance on any or all of the open items for Year 1 and begin the Recurring Fees schedule.

#### **SECTION 8. PROTECTION AND CONFIDENTIALITY.**

##### **A. ACKNOWLEDGEMENT.**

CLIENT hereby acknowledges and agrees that the Software and Licensed Information provided hereunder constitute and contain valuable proprietary products and trade secrets of IMAGETREND and/or its suppliers, embodying substantial creative efforts and confidential information, ideas and expressions. Accordingly, CLIENT agrees to treat (and take precautions to ensure that its authorized personnel treat) the Software and Licensed Information as confidential in accordance with the confidentiality requirements and conditions set forth below. CLIENT acknowledges and agrees that CLIENT shall not permit any non-Authorized User from accessing the Software made available to the CLIENT.

##### **B. MAINTENANCE OF CONFIDENTIAL INFORMATION.**

Each party agrees to keep confidential all confidential information disclosed to it by the other party in accordance herewith, and to protect the confidentiality thereof in the same manner it protects the confidentiality of similar information and data of its own (at all times exercising at least a reasonable degree of care in the protection of confidential information); provided, however, that the provisions of this Section 8 shall not apply to information which: (i) is in the public domain; (ii) has been acquired by CLIENT by normal means upon the disclosure of the information by IMAGETREND; (iii) is duly obtained by CLIENT directly or indirectly from a third party who has independently developed the information and is entitled to disclose the information to CLIENT, and such disclosure does not directly or indirectly violate the confidentiality obligation of such third party; or (iv) becomes known publicly, without fault on the part of CLIENT, subsequent to the receipt of the information by CLIENT (v) is subject to disclosure under Missouri Sunshine Law.

##### **C. SURVIVAL.**

This Section 8 shall survive the termination of this AGREEMENT or of any license granted under this AGREEMENT.

#### **SECTION 9. WARRANTIES.**

##### **A. PERFORMANCE.**

IMAGETREND warrants that the Software will conform to the specifications as set forth in the Licensed Information. However, this warranty shall be revoked in the event that any person other than IMAGETREND and its agents make any unauthorized amendment or change to the Software in any manner.

##### **B. OWNERSHIP.**

IMAGETREND represents that it is the owner of the entire right, title, and interests in and to the Software, and that it has the sole right to grant licenses thereunder, and that it has not knowingly granted licenses thereunder to any other entity that would restrict rights granted hereunder to CLIENT.

**C. LIMITATIONS ON WARRANTY.**

All of IMAGETREND's obligations under this Section 9 shall be contingent on CLIENT's use of the Software in accordance with this AGREEMENT and in accordance with IMAGETREND's instructions as provided by IMAGETREND in the Licensed Information, and as such instructions may be amended, supplemented, or modified by IMAGETREND from time to time. IMAGETREND shall have no warranty obligations with respect to any failures of the Software which are the result of accident, abuse, misapplication, extreme power surge or extreme electromagnetic field.

The express warranties provided herein are the only warranties made by IMAGETREND with respect to the Software and supersede all other express or implied warranties, including, but not limited to, any warranties of merchantability and warranties for any special purpose.

**SECTION 10. LIMITATION OF LIABILITY.**

Unless otherwise provided in this Section 10, CLIENT's exclusive remedy for any damages or losses arising out of IMAGETREND's breach of warranties shall be, at IMAGETREND's option, either (i) immediate release from the agreement; or (ii) repair of the Software.

**SECTION 11. INDEMNIFICATION.**

**A. INDEMNITY**

IMAGETREND (which includes its agents, employees and subcontractors, if any) agrees to indemnify CLIENT, as well as any agents thereof from all damages, judgments, loss and expenses, but not including consequential damages arising out of:

- (i) any personal injuries, property damage, or death that CLIENT may sustain while using IMAGETREND's, as well as any agents thereof, controlled property or equipment in the performance of this AGREEMENT; or
- (ii) any personal injury or death which results or increases by any action taken to medically treat CLIENT agents, employees and subcontractors; or
- (iii) any personal injury, property damage or death that CLIENT may sustain from any claim or action brought against CLIENT, as well as any agents thereof arising out of the negligence or recklessness of IMAGETREND in the performance of this AGREEMENT.

**B. WAIVER OF UCC WARRANTIES**

SECTION 11 (A) ABOVE STATES THE PARTIES ENTIRE LIABILITY AND THE PARTIES SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIMS OF INDEMNIFICATION. SECTION 9 OF THIS AGREEMENT STATES THE FULL EXTENT OF IMAGETREND'S WARRANTY AND SECTION 11(A) PROVIDES NO ADDITIONAL WARRANTY OF ANY KIND. ANY OTHER WARRANTY, EXPRESS OR IMPLIED OUTSIDE OF THIS AGREEMENT, INCLUDING THOSE ARISING OUT OF THE UNIFORM COMMERCIAL CODE, ARE WAIVED.

**SECTION 12. INSURANCE REQUIREMENTS.**

IMAGETREND will provide standard insurance coverage as detailed in a Certificate of Insurance, if requested.

**SECTION 13. TERMINATION.**

**A. TERMINATION WITHOUT CAUSE.**

Following the expiration of the original term of this AGREEMENT, either party shall have the right to terminate this AGREEMENT, without cause, by giving not less than sixty (60) days written notice of termination.

**Commented [JM1]:** Megan – recalling our conversation earlier, the goal here is to ensure that all warranty and indemnification obligations are contained within this document. This helps achieve that by waiving implied warranties that may flow in from the UCC. This is especially important here in a Software contract because depending on your jurisdiction, software may not be treated as goods under the UCC and thus may not benefit from those warranties. Having all warranties in the document means you know what you get, and you can be certain you are owed those obligations.



**B. CUSTOM DEVELOPMENT TERMINATION**

Either party shall have the right to terminate any Custom Development portion(s) of this AGREEMENT, without cause, by giving not less than thirty (30) days written notice of termination.

**C. TERMINATION FOR CAUSE**

This AGREEMENT may be terminated by the non-defaulting party by giving not less than thirty (30) days written notice of termination if any of the following events of default occur: (i) if a party materially fails to perform or comply with this AGREEMENT or any provision hereof; (ii) if either party fails to strictly comply with the provisions of Section 8, above, or makes an assignment in violation of Section 15, below; (iii) if a party becomes insolvent or admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors; (iv) if a petition under any foreign, state, or United States bankruptcy act, receivership statute, or the like, as they now exist, or as they may be amended from time to time, is filed by a party; or (v) if such a petition is filed by any third party, or an application for a receiver is made by anyone and such petition or application is not resolved favorably within ninety (90) days.

**SECTION 14. COOPERATIVE USE**

Public and nonprofit agencies that have entered into a Cooperative Purchasing Agreement with the CLIENT are eligible to participate in any subsequent Agreement. The parties agree that these lists are subject to change. Any such usage by other municipalities and government agencies must be in accord with the ordinance, charter, rules and regulations of the respective political entity and with applicable State and Federal laws.

Any orders placed to, or services required from IMAGETREND will be requested by each participating agency. Payment for purchases made under this Agreement will be the sole responsibility of each participating agency. The CLIENT shall not be responsible for any disputes arising out of transactions made by others. IMAGETREND shall be responsible for correctly administering this Agreement in accordance with all terms, conditions, requirements, and approved pricing to any eligible procurement unit.

**SECTION 15. NONASSIGNABILITY.**

CLIENT shall not assign this AGREEMENT or its rights hereunder without the prior written consent of IMAGETREND.

**SECTION 16. GOVERNING LAW.**

The parties agree that the law governing this AGREEMENT shall be that of the State of Missouri without regard to its conflict of laws principles.

**SECTION 17. COMPLIANCE WITH LAWS.**

IMAGETREND shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments.

**SECTION 18. WAIVER.**

Any waiver by either party of any default or breach hereunder shall not constitute a waiver of any provision of this AGREEMENT or of any subsequent default or breach of the same or a different kind.

**SECTION 19. NOTICES.**

All notices and other communications required or permitted to be given under this AGREEMENT shall be in writing and shall be personally served or mailed, postage prepaid and addressed to the respective parties as follows:

**TO CLIENT:** City of Belton  
506 Main Street  
Belton, MO 64012

ATTENTION: City Manager and City Attorney

Belton Missouri Fire Department  
16300 N. Mullen Road  
Belton, MO 64012

ATTENTION: Fire Chief

**TO IMAGETREND:** ImageTrend, Inc.  
20855 Kensington Blvd.  
Lakeville, MN 55044

ATTENTION: Mike McBrady

Notice shall be deemed effective on the date personally delivered or, if mailed, three (3) days after deposit in the mail.

**SECTION 20. FORCE MAJEURE.**

Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

**SECTION 21. ARBITRATION.**

Any dispute between IMAGETREND and CLIENT under this Agreement shall be resolved by arbitration by an arbitrator selected under the rules of the American Arbitration Association (Missouri) and the arbitration shall be conducted in that same location under the rules of said Association. If an arbitrator cannot be agreed upon by the parties, IMAGETREND and CLIENT shall each choose an arbitrator, and those two chosen arbitrators shall choose a third arbitrator, who shall preside over any dispute. IMAGETREND and CLIENT shall each be entitled to present evidence and argument to the arbitrator. The arbitrator shall have the right only to interpret and apply the provisions of this Agreement and may not change any of its provisions. The arbitrator shall permit reasonable pre-hearing discovery of facts, to the extent necessary to establish a claim or a defense to a claim, subject to supervision by the arbitrator. The determination of the arbitrator shall be conclusive, final and binding upon the parties and judgment upon the same may be entered in any Cass County, Missouri circuit court having jurisdiction thereof. The arbitrator shall give written notice to the parties stating his determination, and shall furnish to each party a signed copy of such determination. IMAGETREND and CLIENT shall equally share the cost of the

arbitrator(s) fees. The arbitrator may award reasonable costs and expenses, including reasonable attorney fees, to the prevailing party.

**SECTION 22. INTERPRETATION.**

This AGREEMENT has been negotiated between persons sophisticated and knowledgeable in the matters dealt with in this AGREEMENT. Each party further acknowledges that it has not been influenced to any extent whatsoever in executing this AGREEMENT by any other party hereto or by any person representing it, or both. Accordingly, any rule or law or legal decision that would require interpretation of any ambiguities in this AGREEMENT against the party that has drafted it is not applicable and is waived. The provisions of this AGREEMENT shall be interpreted in a reasonable manner to effect the purpose of the parties and this AGREEMENT.

**SECTION 23. SIGNATOR'S WARRANTY.**

Each party warrants to each other party that he or she is fully authorized and competent to enter into this AGREEMENT, in the capacity indicated by his or her signature and agrees to be bound by this AGREEMENT.

**SECTION 24. PRIOR AGREEMENTS AND AMENDMENTS.**

This AGREEMENT, including all Exhibits attached hereto, represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This AGREEMENT may only be modified by a written amendment duly executed by the parties to this AGREEMENT.

WITNESS THE EXECUTION HEREOF on the day and year last written below.

APPROVED AS:

"CLIENT"

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

"IMAGETREND"

By: 

Name: Michael J. McBrady

Title: President

Dated: February 24, 2017

## EXHIBITS

EXHIBIT A – Pricing Agreement

EXHIBIT B – Service Level Agreement

EXHIBIT C – HIPAA Business Associate Agreement

EXHIBIT D – Insurance Certificate

## EXHIBIT A – PRICING AGREEMENT

ImageTrend's license and annual support are based upon 4,000 annual incidents as provided by Client. ImageTrend reserves the right to audit the annual incident volume and the option to increase future support costs, with prior notification to the client, if the number of annual incidents increases substantially and has a resulting effect of increased support calls to ImageTrend.

### Pricing Agreement

Description	Units	Price	Extended
Rescue Bridge License (Fire & EMS) EMS Modules Included: <ul style="list-style-type: none"> <li>• Auto-Post (if available)</li> <li>• Certification Dashboard</li> <li>• Documents</li> <li>• Incident List</li> <li>• QA/QI</li> <li>• Report Writer 2.0 (Transactional)</li> <li>• Staff</li> <li>• Training</li> </ul> Fire Modules Included: <ul style="list-style-type: none"> <li>• NFIRS 5.0 Reporting</li> <li>• Activities</li> <li>• Checklist</li> <li>• Fire Shifts</li> <li>• Hydrants</li> <li>• Inspections</li> <li>• Inventory</li> <li>• Locations</li> <li>• Occupants</li> </ul>	1	\$18,000.00	\$18,000.00
Field Bridge Site License	1	\$4,500.00	\$4,500.00
Mobile Fire Inspections Site License	1	\$4,500.00	\$4,500.00
CAD Integration: ITI	1	\$5,000.00	\$5,000.00
Webinar Training Sessions (2 hour session M-F during ImageTrend's Standard Business Hours)	4	\$250.00	\$1,000.00
<b>TOTAL One-Time Fees</b>			<b><u>\$33,000.00</u></b>

Recurring Fees	Units	Price	Extended
Rescue Bridge Annual Support	1	\$2,880.00	\$2,880.00
Rescue Bridge Annual Hosting	1	\$5,700.00	\$5,700.00
Field Bridge Site License Annual Support	1	\$720.00	\$720.00
Mobile Fire Inspections Site License Annual Support	1	\$720.00	\$720.00
CAD Integration Annual Support and Hosting	1	\$1,750.00	\$1,750.00
<b>TOTAL Recurring Fees</b>			<b><u>\$11,770.00</u></b>

**TOTAL Year 1** **\$44,770.00**

Optional*	Units	Price	Extended
Out of Scope billed at \$125/Hour		\$125.00	
Onsite Training Sessions @ \$1,000/day		\$1,000.00	
Travel per Trainer (for Onsite Training at Client's Facility Training)*** @ \$1,500/trainer/trip		\$1,500.00	
Webinar Training Sessions (2 hour session M-F during ImageTrend's Standard Business Hours) \$250/session		\$250.00	

\*The Client may elect to purchase additional services as set forth in the options identified above at the scheduled price amounts at any time during the initial term of the project. The Client shall exercise said options by written notice to ImageTrend.

**Payment Terms:**

- a. Payment Terms are net 30 days.
- b. Upon contract signature, 50% of Total Year 1 will be invoiced. The remaining 50% will be invoiced independently upon completion of each item.
- c. The recurring Annual Fees will be billed annually in advance.
- d. Project completion occurs upon receipt of the product.
- e. Pricing is based on a 4,000 annual incidents, as provided by Client.
- f. If there is a delay in acceptance on the remaining items for longer than 60 days, ImageTrend has the option to invoice the remaining balance on any or all of the open items for Year 1 and begin the Recurring Fees schedule.

*Note: Webinar Training will be invoiced at the time of Software Setup and any unused hours will be tracked towards Client's account for future use.*

*Note: ImageTrend is not responsible for any CAD Vendor requirements and any associated fees.*

**Pricing escalation factors:**

- a. Adjustments to Prices. IMAGETREND will perform price adjustment(s), in whole or in part.
- b. IMAGETREND will perform price increases of the recurring fees. The first price increase will occur with the fees due for Year 3. These price increases will occur once every year and may not exceed 3% of the price then currently in effect.
- c. All Annual SaaS Fees are based upon anticipated usage and are subject to an annual usage audit, which may affect future fees.
- d. All hosting fees are based upon anticipated usage and include an average of 3 Mb Bandwidth and 30 GB of Storage total. These fees are subject to annual usage audits, which may affect future fees at an increase of \$15/Mb/month for Bandwidth and \$15/10GB/month for Storage.
- e. At least 120 days prior to the end of each contracted term IMAGETREND will establish and communicate to CLIENT any of the anticipated increases allowed above.

**Statements/Invoices should be mailed to:**

Belton Missouri Fire Department  
Fire Chief

16300 N. Mullen Road  
Belton, MO 64012  
Phone: 816-331-7969

**ImageTrend Salesperson Contact:**

Matt Rye  
952-469-1589  
mrye@imagetrend.com  
contracts@imagetrend.com

**EXHIBIT B – SERVICE LEVEL AGREEMENT**  
**PERPETUAL USE LICENSE, IMAGETREND HOSTED SOLUTION**  
**VERSION 4.0**

This agreement exists for the purpose of creating an understanding between ImageTrend and CLIENT who elect to host the application on ImageTrend's servers. It is part of our guarantee for exceptional service levels for as long as the system annual support fee is contracted. The Licensed ImageTrend Hosted Solution Service Level Agreement guarantees your web application's availability, reliability and performance. This Service Level Agreement (SLA) applies to any site or application hosted on our network as contracted.

**1. Hosting at the ImageTrend's Datacenter**

ImageTrend's hosting environment provides **99.9% availability** and is comprised of state-of-the-art Blade Servers and SAN storage that are configured with the no single point of failure through software and infrastructure virtualization, blade enclosure redundancies and backup storage policies. Our Compellent SAN has a fiber channel backend, currently hosts 8TB of storage, has dual storage controllers with redundant power supplies and redundant paths to disk, and hot swappable drives. We do offsite replication to disk on a second SAN. Scheduled maintenance and upgrades do not apply to the system availability calculation and all CLIENTs are properly notified of such scheduled occurrences to minimize accessibility interruptions.

**Hardware**

ImageTrend server hardware is configured to prevent data loss due to hardware failure and utilize the following to ensure a quick recovery from any hardware related problems.

- Independent Application and Database Servers
  - Microsoft SQL Server 2012
  - Microsoft Windows Server 2008R2
- Redundant Power Supplies
- Off-Site Idle Emergency Backup Servers (optional)
- Sonicwall VPN Firewall
- Redundant Disk configuration
- Disk Space allocation and Bandwidth as contracted

**Physical Facility**

The ImageTrend hosting facilities are located in downtown Minneapolis and Chicago with every industry standard requirement for hosting not only being met, but exceeded. Requirements such as power supply and power conditioning, normal and peak bandwidth capacity, security and fail over locations are all part of an overall strategy to provide the most reliable hosting facility possible.

- Redundant, high-speed Internet connections over fiber optics.
- Power protection via an in-line 80kVa UPS with a 150 KW backup diesel generator
- Temperature controlled
- Waterless Fire Protection and Clean agent fire suppression
- Secured site access
- Steel Vault Doors
- 21" concrete walls and ceiling

### **Data Integrity**

ImageTrend applications are backed up daily allowing for complete recovery of data to the most recent backup:

- Daily Scheduled Database and Application Backups.
- Daily Scheduled backup Success/Failure notification to ImageTrend staff

## **2. Application and Hosting Support**

ImageTrend provides ongoing support as contracted for their applications and hosting services, including infrastructure. This includes continued attention to product performance and general maintenance needed to ensure application availability. Support includes technical diagnosis and fixes of technology issues involving ImageTrend software. ImageTrend has a broad range of technical support services available in the areas of:

- Web Application Hosting and Support
- Subject Matter Expert Application Usage Support
- Web Application Development/Enhancement
- Database Administration/Support
- Project Management
- Systems Engineering/Architecture

ImageTrend offers multi-level technical support, based on level-two user support by accommodating both the general inquiries of the administrators and those of the system users. We will give the administrators the ability to field support for the system as the first level of contact while providing them the option to refer inquiries directly to ImageTrend.

ImageTrend's Support Team is available Monday through Friday from 7:00 am to 6:00 pm CST via the Support Suite, email or telephone.

Support Suite: [www.imagetrend.com/support](http://www.imagetrend.com/support)  
Email: [support@imgatrend.com](mailto:support@imgatrend.com)  
Toll Free: 1-888-730-3255  
Phone: 952-469-1589

### **Online Support**

ImageTrend offers an online support system which incorporates around-the-clock incident reporting of all submitted tickets to ImageTrend's application support specialists. Once a client submits a support ticket, he or she can track the progress with a secure login to the support application. The system promotes speedy resolution by offering keyword-based self-help services and articles in the knowledgebase, should clients wish to bypass traditional support services. Ticket tracking further enhances the efforts of Support Desk personnel by allowing ImageTrend to identify patterns which can then be utilized for improvements in production, documentation, education and frequently asked questions to populate the knowledgebase. The support ticket tracking system ensures efficient workflow for the support desk specialists while keeping users informed of their incident's status. Support patterns can be referenced to populate additional knowledgebase articles.

### **Incident Reporting Malfunctions**

ImageTrend takes all efforts to correct malfunctions that are documented and reported by the Client. ImageTrend acknowledges receipt of a malfunction report from a Client and acknowledges the disposition and possible resolution thereof according to the chart below.



Severity Level	Examples of each Severity Level:	Notification Acknowledgement: ImageTrend Return Call to Licensee after Initial notification of an Error	Action Expectation: Anticipated Error resolution notification after ImageTrend Return Call to Licensee of Notification Acknowledgement of an error.
High/Site Down	<ul style="list-style-type: none"> <li>- Complete shutdown or partial shutdown of one or more Software functions</li> <li>- Access to one or more Software functions not available</li> <li>- Major subset of Software application impacted</li> </ul>	Within one (1) hour of initial notification during business hours or via support.imagetrend.com	Six hours
Medium	<ul style="list-style-type: none"> <li>- Minor subsystem failure</li> <li>- Data entry or access impaired on a limited basis – usually can be delegated to local client contact as a first level or response for resolution – usually user error (i.e. training) or forgotten passwords</li> </ul>	Within four (4) hours of initial notification	24 Business hours
Low	<ul style="list-style-type: none"> <li>- System operational with minor issues; suggested enhancements as mutually agreed upon – typically covered in a future release as mutually agreed upon.</li> </ul>	Same day or next business day of initial notification	Future Release

**Service Requests (enhancements)**

Any service requests that are deemed to be product enhancements are detailed and presented to the development staff, where the assessment is made as to whether these should be added to the future product releases and with a priority rating. If an enhancement request is specific to one client and deemed to be outside of the original scope of the product, then a change order is written and presented to the Client. These requests are subject to our standard rates and mutual agreement. Clients review and approve the scope, specification and cost before work is started to ensure goals are properly communicated.

Product release management is handled by ImageTrend using standard development tools and methodologies. Work items including, tasks, issues, and scenarios are all captured within the system. Releases are based on one or more iterations during a schedule development phase. This includes but not limited to: development, architecture, testing, documentation, builds, test and use cases. Submissions of issues or requests are documented within our Product Management system and from there workflow is created to track the path from initial request to resolution.

**Out of Scope**

Client may contract with ImageTrend for Out of Scope services. This will require a separate Statement of Work and will be billed at ImageTrend's standard hourly rate.

**Maintenance and Upgrades**

System/product maintenance and upgrades, if applicable, are included in the ongoing support and warranty as contracted. These ensure continued attention to product performance and general maintenance. Scheduled product upgrades include enhancements and minor and major product changes. Customers are notified in advance of scheduled maintenance. It is the Client's responsibility to accept all offered updates and upgrades to the system. If the Client does not accept these, Client should be advised that ImageTrend, at its discretion, may offer limited support for previous versions. All code releases also maintain the integrity of any client specific configurations (i.e. templates, addresses, staff information, active protocols, etc.) that have been implemented either by ImageTrend's implementation staff or the client's administrative staff.

**Escalation**

Our support staff is committed to resolving your issues as fast as possible. If they cannot resolve your issue, they will identify the course of action that they will be taking and indicate when an answer will be available. They in turn will seek assistance from the designated developer. The next level of escalation goes to the Project Manager, who also addresses all operational issues on an ongoing basis and reviews the issue log regularly to assess product performance and service levels. Senior Management will handle issues requiring further discussion and resolution. Any issues to be determined to be of a critical nature are immediately escalated accordingly.

## EXHIBIT C – HIPAA BUSINESS ASSOCIATE AGREEMENT

### BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") dated March 24, 2015 (the "Effective Date"), is entered into by and between City of Belton, MO a Missouri Municipal Corporation, a Missouri corporation (the "Covered Entity") and ImageTrend, Inc. a Minnesota corporation (the "Business Associate").

**WHEREAS**, Covered Entity and Business Associate have entered into, or are entering into, or may subsequently enter into, agreements or other documented arrangements (collectively, the "Business Arrangements") pursuant to which Business Associate may provide products and/or services for Covered Entity that require Business Associate to access, create and use health information that is protected by state and/or federal law; and

**WHEREAS**, pursuant to the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the U.S. Department of Health & Human Services ("HHS") promulgated the Standards for Privacy of Individually Identifiable Health Information (the "Privacy Standards"), at 45 C.F.R. Parts 160 and 164, requiring certain individuals and entities subject to the Privacy Standards (each a "Covered Entity", or collectively, "Covered Entities") to protect the privacy of certain individually identifiable health information ("Protected Health Information", or "PHI"); and

**WHEREAS**, pursuant to HIPAA, HHS has issued the Security Standards (the "Security Standards"), at 45 C.F.R. Parts 160, 162 and 164, for the protection of electronic protected health information ("E PHI"); and

**WHEREAS**, in order to protect the privacy and security of PHI, including E PHI, created or maintained by or on behalf of the Covered Entity, the Privacy Standards and Security Standards require a Covered Entity to enter into a "business associate agreement" with certain individuals and entities providing services for or on behalf of the Covered Entity if such services require the use or disclosure of PHI or E PHI; and

**WHEREAS**, on February 17, 2009, the federal Health Information Technology for Economic and Clinical Health Act was signed into law (the "HITECH Act"), and the HITECH Act imposes certain privacy and security obligations on Covered Entities in addition to the obligations created by the Privacy Standards and Security Standards; and

**WHEREAS**, the HITECH Act revises many of the requirements of the Privacy Standards and Security Standards concerning the confidentiality of PHI and E PHI, including extending certain HIPAA and HITECH Act requirements directly to business associates; and

**WHEREAS**, Business Associate and Covered Entity desire to enter into this Business Associate Agreement;

**NOW THEREFORE**, in consideration of the mutual promises set forth in this Agreement and the Business Arrangements, and other good and valuable consideration, the sufficiency and receipt of which are hereby severally acknowledged, the parties agree as follows:

1. **Business Associate Obligations**. Business Associate may receive from Covered Entity, or create or receive on behalf of Covered Entity, health information that is protected under applicable state and/or federal law, including without limitation, PHI and E PHI. All capitalized terms not otherwise defined in this Agreement shall have the meanings set forth in the Privacy Standards, Security Standards or the HITECH Act, as applicable (collectively referred to hereinafter as the "Confidentiality Requirements"). All references to PHI herein shall be construed to include E PHI. Business Associate agrees not to use or disclose (or permit the use or disclosure of) PHI in a manner that would violate the Confidentiality Requirements if the PHI were used or disclosed by Covered Entity in

the same manner.

2. **Use of PHI.** Except as otherwise required by law, Business Associate shall use PHI in compliance with 45 C.F.R. § 164.504(e). Furthermore, Business Associate shall use PHI (i) solely for Covered Entity's benefit and only for the purpose of performing services for Covered Entity as such services are defined in Business Arrangements, and (ii) as necessary for the proper management and administration of the Business Associate or to carry out its legal responsibilities, provided that such uses are permitted under federal and state law. Covered Entity shall retain all rights in the PHI not granted herein. Use, creation and disclosure of de-identified health information by Business Associate are not permitted unless expressly authorized in writing by Covered Entity.
3. **Disclosure of PHI.** Subject to any limitations in this Agreement, Business Associate may disclose PHI to any third party persons or entities as necessary to perform its obligations under the Business Arrangement and as permitted or required by applicable federal or state law. Further, Business Associate may disclose PHI for the proper management and administration of the Business Associate, provided that (i) such disclosures are required by law, or (ii) Business Associate: (a) obtains reasonable assurances from any third party to whom the information is disclosed that it will be held confidential and further used and disclosed only as required by law or for the purpose for which it was disclosed to the third party; (b) requires the third party to agree to immediately notify Business Associate of any instances of which it is aware that PHI is being used or disclosed for a purpose that is not otherwise provided for in this Agreement or for a purpose not expressly permitted by the Confidentiality Requirements. Additionally, Business Associate shall ensure that all disclosures of PHI by Business Associate and the third party comply with the principle of "minimum necessary use and disclosure," i.e., only the minimum PHI that is necessary to accomplish the intended purpose may be disclosed; provided further, Business Associate shall comply with Section 13405(b) of the HITECH Act, and any regulations or guidance issued by HHS concerning such provision, regarding the minimum necessary standard and the use and disclosure (if applicable) of Limited Data Sets. If Business Associate discloses PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, to agents, including a subcontractor (collectively, "Recipients"), Business Associate shall require Recipients to agree in writing to the same restrictions and conditions that apply to the Business Associate under this Agreement. Business Associate shall report to Covered Entity any use or disclosure of PHI not permitted by this Agreement, of which it becomes aware, such report to be made within three (3) business days of the Business Associate becoming aware of such use or disclosure. In addition to Business Associate's obligations under Section 9, Business Associate agrees to mitigate, to the extent practical and unless otherwise requested by Covered Entity in writing or as directed by or as a result of a request by Covered Entity to disclose to Recipients, any harmful effect that is known to Business Associate and is the result of a use or disclosure of PHI by Business Associate or Recipients in violation of this Agreement.
4. **Individual Rights Regarding Designated Record Sets.** If Business Associate maintains a Designated Record Set on behalf of Covered Entity, Business Associate shall (i) provide access to, and permit inspection and copying of, PHI by Covered Entity or, as directed by Covered Entity, an individual who is the subject of the PHI under conditions and limitations required under 45 CFR §164.524, as it may be amended from time to time, and (ii) amend PHI maintained by Business Associate as requested by Covered Entity. Business Associate shall respond to any request from Covered Entity for access by an individual within five (5) days of such request and shall make any amendment requested by Covered Entity within ten (10) days of such request. Any information requested under this Section 4 shall be provided in the form or format requested, if it is readily producible in such form or format. Business Associate may charge a reasonable fee based upon the Business Associate's labor costs in responding to a request for electronic information (or a cost-based fee for the production of non-electronic media copies). Covered Entity shall determine whether a denial is appropriate or an exception applies. Business Associate shall notify Covered Entity within five (5) days of receipt of any request for access or amendment by an individual. Covered Entity shall determine whether to grant or deny any access or amendment requested by the individual. Business Associate shall have a process in place for requests for amendments and for appending such requests to the Designated Record Set, as requested by Covered Entity.

5. **Accounting of Disclosures.** Business Associate shall make available to Covered Entity in response to a request from an individual, information required for an accounting of disclosures of PHI with respect to the individual in accordance with 45 CFR §164.528, as amended by Section 13405(c) of the HITECH Act and any related regulations or guidance issued by HHS in accordance with such provision. Business Associate shall provide to Covered Entity such information necessary to provide an accounting within thirty (30) days of Covered Entity's request or such shorter time as may be required by state or federal law. Such accounting must be provided without cost to the individual or to Covered Entity if it is the first accounting requested by an individual within any twelve (12) month period. For subsequent accountings within a twelve (12) month period, Business Associate may charge a reasonable fee based upon the Business Associate's labor costs in responding to a request for electronic information (or a cost-based fee for the production of non-electronic media copies) so long as Business Associate informs the Covered Entity and the Covered Entity informs the individual in advance of the fee, and the individual is afforded an opportunity to withdraw or modify the request. Such accounting obligations shall survive termination of this Agreement and shall continue as long as Business Associate maintains PHI.
6. **Withdrawal of Authorization.** If the use or disclosure of PHI in this Agreement is based upon an individual's specific authorization for the use of his or her PHI, and (i) the individual revokes such authorization in writing, (ii) the effective date of such authorization has expired, or (iii) the consent or authorization is found to be defective in any manner that renders it invalid, Business Associate agrees, if it has notice of such revocation or invalidity, to cease the use and disclosure of any such individual's PHI except to the extent it has relied on such use or disclosure, or where an exception under the Confidentiality Requirements expressly applies.
7. **Records and Audit.** Business Associate shall make available to the U.S. Department of Health and Human Services or its agents, its internal practices, books, and records relating to the use and disclosure of PHI received from, created, or received by Business Associate on behalf of Covered Entity for the purpose of determining Covered Entity's compliance with the Confidentiality Requirements or any other health oversight agency, in a time and manner designated by the Secretary. Except to the extent prohibited by law, Business Associate agrees to notify Covered Entity immediately upon receipt by Business Associate of any and all requests by or on behalf of any and all federal, state and local government authorities served upon Business Associate for PHI.
8. **Implementation of Security Standards; Notice of Security Incidents.** Business Associate will use appropriate safeguards to prevent the use or disclosure of PHI other than as expressly permitted under this Agreement. Business Associate will implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the PHI that it creates, receives, maintains or transmits on behalf of Covered Entity. Business Associate acknowledges that the HITECH Act requires Business Associate to comply with 45 C.F.R. §§ 164.308, 164.310, 164.312 and 164.316 as if Business Associate were a Covered Entity, and Business Associate agrees to comply with these provisions of the Security Standards and all additional security provisions of the HITECH Act. Furthermore, **to the extent feasible, Business Associate will use commercially reasonable efforts to ensure that the technology safeguards used by Business Associate to secure PHI will render such PHI unusable, unreadable and indecipherable to individuals unauthorized to acquire or otherwise have access to such PHI in accordance with HHS Guidance published at 74 Federal Register 19006 (April 17, 2009), or such later regulations or guidance promulgated by HHS or issued by the National Institute for Standards and Technology ("NIST") concerning the protection of identifiable data such as PHI.** Lastly, Business Associate will promptly report to Covered Entity any successful Security Incident of which it becomes aware. At the request of Covered Entity, Business Associate shall identify: the date of the Security Incident, the scope of the Security Incident, the Business Associate's response to the Security Incident and the identification of the party responsible for causing the Security Incident, if known. Business Associate and Covered Entity shall take reasonable measures to ensure the availability of all affirmative defenses under the HITECH Act, HIPAA, and other state and federal laws and regulations governing PHI and EPHI.

9. **Data Breach Notification and Mitigation.**

- a. **HIPAA Data Breach Notification and Mitigation.** Business Associate agrees to implement reasonable systems for the discovery and prompt reporting of any "breach" of "unsecured PHI" as those terms are defined by 45 C.F.R. §164.402 (hereinafter a "HIPAA Breach"). The parties acknowledge and agree that 45 C.F.R. §164.404, as described below in this Section 9.1, governs the determination of the date of a HIPAA Breach. In the event of any conflict between this Section 9.1 and the Confidentiality Requirements, the more stringent requirements shall govern. Business Associate will, following the discovery of a HIPAA Breach, notify Covered Entity immediately and in no event later than three (3) business days after Business Associate discovers such HIPAA Breach, unless Business Associate is prevented from doing so by 45 C.F.R. §164.412 concerning law enforcement investigations. For purposes of reporting a HIPAA Breach to Covered Entity, the discovery of a HIPAA Breach shall occur as of the first day on which such HIPAA Breach is known to the Business Associate or, by exercising reasonable diligence, would have been known to the Business Associate. Business Associate will be considered to have had knowledge of a HIPAA Breach if the HIPAA Breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the HIPAA Breach) who is an employee, officer or other agent of the Business Associate. No later than seven (7) business days following a HIPAA Breach, Business Associate shall provide Covered Entity with sufficient information to permit Covered Entity to comply with the HIPAA Breach notification requirements set forth at 45 C.F.R. §164.400 *et seq.* Specifically, if the following information is known to (or can be reasonably obtained by) the Business Associate, Business Associate will provide Covered Entity with: (i) contact information for individuals who were or who may have been impacted by the HIPAA Breach (e.g., first and last name, mailing address, street address, phone number, email address); (ii) a brief description of the circumstances of the HIPAA Breach, including the date of the HIPAA Breach and date of discovery; (iii) a description of the types of unsecured PHI involved in the HIPAA Breach (e.g., names, social security number, date of birth, address(es), account numbers of any type, disability codes, diagnostic and/or billing codes and similar information); (iv) a brief description of what the Business Associate has done or is doing to investigate the HIPAA Breach, mitigate harm to the individual impacted by the HIPAA Breach, and protect against future HIPAA Breaches; and (v) appoint a liaison and provide contact information for same so that the Covered Entity may ask questions or learn additional information concerning the HIPAA Breach. Following a HIPAA Breach, Business Associate will have a continuing duty to inform Covered Entity of new information learned by Business Associate regarding the HIPAA Breach, including but not limited to the information described in items (i) through (v), above.
- b. **Data Breach Notification and Mitigation Under Other Laws.** In addition to the requirements of Section 9.1, Business Associate agrees to implement reasonable systems for the discovery and prompt reporting of any breach of individually identifiable information (including but not limited to PHI, and referred to hereinafter as "Individually Identifiable Information") that, if misused, disclosed, lost or stolen, Covered Entity believes would trigger an obligation under one or more State data breach notification laws (each a "State Breach") to notify the individuals who are the subject of the information. Business Associate agrees that in the event any Individually Identifiable Information is lost, stolen, used or disclosed in violation of one or more State data breach notification laws, Business Associate shall promptly: (i) cooperate and assist Covered Entity with any investigation into any State Breach or alleged State Breach; (ii) cooperate and assist Covered Entity with any investigation into any State Breach or alleged State Breach conducted by any State Attorney General or State Consumer Affairs Department (or their respective agents); (iii) comply with Covered Entity's determinations regarding Covered Entity's and Business Associate's obligations to mitigate to the extent practicable any potential harm to the individuals impacted by the State Breach; and (iv) assist with the implementation of any decision by Covered Entity or any State agency, including any State Attorney General or State Consumer Affairs Department (or their

respective agents), to notify individuals impacted or potentially impacted by a State Breach.

- c. **Breach Indemnification.** Business Associate shall indemnify, defend and hold Covered Entity and its officers, directors, employees, agents, successors and assigns harmless, from and against all reasonable losses, claims, actions, demands, liabilities, damages, costs and expenses (including costs of judgments, settlements, court costs and reasonable attorneys' fees actually incurred) (collectively, "Information Disclosure Claims") arising from or related to: (i) the use or disclosure of Individually Identifiable Information (including PHI) by Business Associate in violation of the terms of this Agreement or applicable law, and (ii) whether in oral, paper or electronic media, any HIPAA Breach of unsecured PHI and/or State Breach of Individually Identifiable Information by Business Associate. If Business Associate assumes the defense of an Information Disclosure Claim, Covered Entity shall have the right, at its expense and without indemnification notwithstanding the previous sentence, to participate in the defense of such Information Disclosure Claim. Business Associate shall not take any final action with respect to any Information Disclosure Claim without the prior written consent of Covered Entity. Covered Entity likewise shall not take any final action with respect to any Information Disclosure Claim without the prior written consent of Business Associate. To the extent permitted by law and except when caused by an act of Covered Entity or resulting from a disclosure to a Recipient required or directed by Covered Entity to receive the information, Business Associate shall be fully liable to Covered Entity for any acts, failures or omissions of Recipients in furnishing the services as if they were the Business Associate's own acts, failures or omissions.

- i. Covered Entity and Business Associate shall seek to keep costs or expenses that the other may be liable for under this Section 9, including Information Disclosure Claims, to the minimum reasonably required to comply with the HITECH Act and HIPAA. Covered Entity and Business Associate shall timely raise all applicable affirmative defenses in the event a violation of this Agreement, or a use or disclosure of PHI or EPHI in violation of the terms of this Agreement or applicable law occurs.

#### 10. **Term and Termination.**

- a. This Agreement shall commence on the Effective Date and shall remain in effect until terminated in accordance with the terms of this Section 10, provided, however, that termination shall not affect the respective obligations or rights of the parties arising under this Agreement prior to the effective date of termination, all of which shall continue in accordance with their terms.
- b. Covered Entity shall have the right to terminate this Agreement for any reason upon thirty (30) days written notice to Business Associate.
- c. Covered Entity, at its sole discretion, may immediately terminate this Agreement and shall have no further obligations to Business Associate if any of the following events shall have occurred and be continuing:
- i. Business Associate fails to observe or perform any material covenant or obligation contained in this Agreement for ten (10) days after written notice thereof has been given to the Business Associate by Covered Entity; or
  - ii. A violation by the Business Associate of any provision of the Confidentiality Requirements or other applicable federal or state privacy law relating to the obligations of the Business Associate under this Agreement.
- d. Termination of this Agreement for either of the two reasons set forth in Section 10.c above shall be cause for Covered Entity to immediately terminate for cause any Business Arrangement pursuant to which Business Associate is entitled to receive PHI from Covered Entity.

- e. Upon the termination of all Business Arrangements, either Party may terminate this Agreement by providing written notice to the other Party.
- f. Upon termination of this Agreement for any reason, Business Associate agrees either to return to Covered Entity or to destroy all PHI received from Covered Entity or otherwise through the performance of services for Covered Entity, that is in the possession or control of Business Associate or its agents. In the case of PHI which is not feasible to "return or destroy," Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. Business Associate further agrees to comply with other applicable state or federal law, which may require a specific period of retention, redaction, or other treatment of such PHI.

11. **No Warranty.** PHI IS PROVIDED TO BUSINESS ASSOCIATE SOLELY ON AN "AS IS" BASIS. COVERED ENTITY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

12. **Ineligible Persons.** Business Associate represents and warrants to Covered Entity that Business Associate (i) is not currently excluded, debarred, or otherwise ineligible to participate in any federal health care program as defined in 42 U.S.C. Section 1320a-7b(f) ("the Federal Healthcare Programs"); (ii) has not been convicted of a criminal offense related to the provision of health care items or services and not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal Healthcare Programs, and (iii) is not under investigation or otherwise aware of any circumstances which may result in Business Associate being excluded from participation in the Federal Healthcare Programs. This shall be an ongoing representation and warranty during the term of this Agreement, and Business Associate shall immediately notify Covered Entity of any change in the status of the representations and warranty set forth in this section. Any breach of this section shall give Covered Entity the right to terminate this Agreement immediately for cause.

13. **Miscellaneous.**

- a. **Notice.** All notices, requests, demands and other communications required or permitted to be given or made under this Agreement shall be in writing, shall be effective upon receipt or attempted delivery, and shall be sent by (i) personal delivery; (ii) certified or registered United States mail, return receipt requested; or (iii) overnight delivery service with proof of delivery. Notices shall be sent to the addresses below. Neither party shall refuse delivery of any notice hereunder.

If to Covered Entity:

Compliance Office  
 Belton City Hall  
 City Attorney's Office  
 506 Main Street  
 Belton, Missouri 64012



If to Business Associate:

ImageTrend, Inc.  
Attn: Michael J. McBrady  
20855 Kensington Blvd.  
Lakeville, MN 55044

14. **Waiver.** No provision of this Agreement or any breach thereof shall be deemed waived unless such waiver is in writing and signed by the Party claimed to have waived such provision or breach. No waiver of a breach shall constitute a waiver of or excuse any different or subsequent breach.
15. **Assignment.** Neither Party may assign (whether by operation or law or otherwise) any of its rights or delegate or subcontract any of its obligations under this Agreement without the prior written consent of the other Party. Notwithstanding the foregoing, Covered Entity shall have the right to assign its rights and obligations hereunder to any entity that is an affiliate or successor of Covered Entity, without the prior approval of Business Associate.
16. **Severability.** Any provision of this Agreement that is determined to be invalid or unenforceable will be ineffective to the extent of such determination without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such remaining provisions.
17. **Entire Agreement.** This Agreement constitutes the complete agreement between Business Associate and Covered Entity relating to the matters specified in this Agreement, and supersedes all prior representations or agreements, whether oral or written, with respect to such matters. In the event of any conflict between the terms of this Agreement and the terms of the Business Arrangements or any such later agreement(s), the terms of this Agreement shall control unless the terms of such Business Arrangements are more strict with respect to PHI and comply with the Confidentiality Requirements, or the parties specifically otherwise agree in writing. No oral modification or waiver of any of the provisions of this Agreement shall be binding on either Party; provided, however, that upon the enactment of any law, regulation, court decision or relevant government publication and/or interpretive guidance or policy that the Covered Entity believes in good faith will adversely impact the use or disclosure of PHI under this Agreement, Covered Entity may amend the Agreement to comply with such law, regulation, court decision or government publication, guidance or policy by delivering a written amendment to Business Associate which shall be effective thirty (30) days after receipt. No obligation on either Party to enter into any transaction is to be implied from the execution or delivery of this Agreement. This Agreement is for the benefit of, and shall be binding upon the parties, their affiliates and respective successors and assigns. No third party shall be considered a third-party beneficiary under this Agreement, nor shall any third party have any rights as a result of this Agreement.
18. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the state of Missouri, excluding its conflicts of laws provisions. Jurisdiction and venue for any dispute relating to this Agreement shall exclusively rest with the state and federal courts of Cass County, Missouri.
19. **Equitable Relief.** The parties understand and acknowledge that any disclosure or misappropriation of any PHI in violation of this Agreement will cause the other irreparable harm, the amount of which may be difficult to ascertain, and therefore agrees that the injured party shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining any such further disclosure or breach and for such other relief as the injured party shall deem appropriate. Such right is to be in addition to the remedies otherwise available to the parties at law or in equity. Each party expressly waives the defense that a remedy in damages will be adequate and further waives any requirement in an action for specific performance or injunction for the posting of a bond.

20. **Nature of Agreement; Independent Contractor.** Nothing in this Agreement shall be construed to create (i) a partnership, joint venture or other joint business relationship between the parties or any of their affiliates, or (ii) a relationship of employer and employee between the parties. Business Associate is an independent contractor, and not an agent of Covered Entity. This Agreement does not express or imply any commitment to purchase or sell goods or services.

21. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. In making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart executed by the party against whom enforcement of this Agreement is sought. Signatures to this Agreement transmitted by facsimile transmission, by electronic mail in portable document format ("pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same force and effect as physical execution and delivery of the paper document bearing the original signature.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

"CLIENT"

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

"IMAGETREND"

By: 

Name: Michael J. McBrady

Title: President

Dated: February 24, 2017

---

**EXHIBIT D – INSURANCE CERTIFICATE**

Please see attached certificate



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/28/2017

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

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

<b>PRODUCER</b> Associated Benefits and Risk Consulting 7555 Market Place Drive Eden Prairie MN 55344	<b>CONTACT NAME:</b> Jenny Saylor <b>PHONE (A/C, No, Ext):</b> 952-947-9700 <b>E-MAIL ADDRESS:</b> jenny.saylor@associatedbrc.com	<b>FAX (A/C, No):</b> 952-947-9793
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> IMAGE13 ImageTrend, Inc. 20855 Kensington Blvd. Lakeville MN 55044	<b>INSURER A:</b> Federal Insurance Co./Chubb	<b>NAIC #</b> 20281
	<b>INSURER B:</b> Great Northern Ins. Co./Chubb	20303
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER: 1194254847**      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	36025325	6/15/2016	6/15/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y	Y	73589234	6/15/2016	6/15/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y	Y	79894923	6/15/2016	6/15/2017	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A	71749258	6/15/2016	6/15/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
B A	Technology E&O/Cyber Liability 3rd Party Crime/Fidelity	Y		36025325 82349826	6/15/2016 6/15/2016	6/15/2017 6/15/2017	Aggregate limit \$5,000,000 Limit \$500,000

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

Network Security and Privacy Injury Liability are included in the Technology Errors & Omissions/Professional Liability. ADDL INSD (Additional Insured) and SUBR WVD (Waiver of Subrogation) boxes checked above are included for names/project listed below only as required by written contract or agreement.

**CERTIFICATE HOLDER**

**CANCELLATION**

City of Belton  
506 Main Street  
Belton MO 64012

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

AUTHORIZED REPRESENTATIVE

*[Signature]*

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# **SECTION VI**

## **J**

**AN ORDINANCE OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING AN AGREEMENT AWARD TO J. M. FAHEY CONSTRUCTION CO. FOR THE STP 3356 (403) BELTON NEXUS TRAIL PROJECT IN THE AMOUNT OF \$450,711.96.**

**WHEREAS**, on March 26, 2013, City Council approved a Transportation Enhancement Program Agreement – STP 3356 (403) – with the Missouri Department of Transportation in the amount of \$326,160.00 per Ordinance No. 2013-3900; and

**WHEREAS**, the Belton-Cass TDD provided \$66,000.00 and the City will provide the remaining funds to complete the project (\$58,552.00); and

**WHEREAS**, since 2013, City staff (Engineering, Transportation, and Parks) have been working with MoDOT and TranSystems on the project. Final design was complete in early 2016 and the City advertised the project in June of 2016; and

**WHEREAS**, the engineer’s estimate for the project was \$443,310.20 and three bids were received ranging from \$573,728.50 to \$801,609.77. Bids were rejected due to the bids received being excessive; MoDOT concurred with the bid rejection; and

**WHEREAS**, staff reworked the bid, separated out a portion not deemed essential to the project as an alternative; and

**WHEREAS**, the project was re-advertised on December 2, 2016 and bids were opened on January 6, 2017. The low bidder was J. M. Fahey Construction Co. with a base bid of \$450,711.96. An alternate of \$48,503.50 was provided by J.M. Fahey Construction Co., but was declined because it was not within the budget; and

**WHEREAS**, on February 16, 2017, the City sent a letter to MoDOT requesting concurrence in the base bid award to J. M. Fahey Construction Co., and on March 2, 2017, MoDOT sent a letter concurring with the City’s recommendation; and

**WHEREAS**, staff recommends City Council authorize and approve an agreement award to J. M. Fahey Construction Co. for the STP 3356 (403) Belton Nexus Trail Project in the amount of \$450,711.96; the agreement is attached to this ordinance as **Exhibit A**.

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

**SECTION 1.** That this ordinance authorizing and approving an Agreement award to J. M. Fahey Construction Co. for the STP 3356 (403) Belton Nexus Trail Project in the amount of \$450,711.96 is hereby approved for purposes described above.

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

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

READ FOR THE FIRST TIME:     March 28, 2017

READ FOR THE SECOND TIME AND PASSED:

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

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

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

ATTEST:

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

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

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

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

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





## CITY OF BELTON CITY COUNCIL INFORMATION FORM

**AGENDA DATE:** March 28, 2017

**DIVISION:** Engineering

**COUNCIL:**  Regular Meeting     Work Session     Special Session

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

**ISSUE/RECOMMENDATION:**

Award the Agreement for the STP 3356 (403) Belton Nexus Trail Project to J. M. Fahey Construction Co.

This project was advertised on December 2, 2016 and bids were opened and publicly read aloud at City Hall Annex on January 6, 2017. Quality Assurance Plans were not requested for this project in accordance with MoDOT requirements. City staff reviewed the bids and requested concurrence from MoDOT to award the contract to the apparent low bidder, J. M. Fahey Construction Co. MoDOT approved the concurrence request by the City in a letter received March 2, 2017.

The summary of bids received is attached.

**PROPOSED CITY COUNCIL MOTION:**

At the March 28, 2017, regular City Council meeting, approve the first reading of an ordinance authorizing and approving an Agreement Award to J. M. Fahey Construction Co. for the STP 3356 (403) Belton Nexus Trail Project in the amount of \$450,711.96.

**BACKGROUND:**

In 2012, City staff (Engineering, Transportation, and Parks) determined a multi-modal path was needed to connect Memorial Park and Wallace Park (High Blue Wellness Facility). To accomplish this project, staff worked with MoDOT and TranSystems to develop STP 3356 (403) Belton Nexus Trail Project that would provide trail, sidewalk, and bike lane improvements along Apple Valley, State Highway 58, Towne Center Drive, and Markey Parkway.

The City was awarded federal funding administered through MoDOT in the amount of \$326,160.00 for this project. This funding agreement was passed by Belton City Council by Ordinance No. 2013-3900, Belton-Cass TDD provided \$66,000.00.

Final design was complete in 2016, and the project was advertised in June of 2016. At the time, the engineer's estimate for the project was \$443,310.20 and three bids were received ranging from \$573,728.50 to \$801,609.77. Bids were rejected due to the bids received being excessive; MoDOT concurred with the bid rejection.

Staff reworked the bid, separated out a portion not deemed essential to the project as an alternative, and re-advertised the project on December 2, 2016. The low bidder was J. M. Fahey Construction Co. with a base bid of \$450,711.96. An alternate of \$48,503.50 was provided by J.M. Fahey Construction Co., but was declined because it was not within the budget. On February 16, 2017, the City sent a letter to MoDOT requesting concurrence in the base bid award to J.M. Fahey Construction Co., and on March 2, 2017, MoDOT sent a letter concurring with the City’s recommendation.

**IMPACT/ANALYSIS:**

**FINANCIAL IMPACT**

Contractor:	J. M. Fahey Construction Co.	
Amount of Request/Contract:	\$	450,712.00
Funding Source:	Various	
Additional Funds:	\$	326,160.00
Funding Source:	MoDOT	
Additional Funds:	\$	66,000.00
Funding Source:	Belton-Cass TDD	
Additional Funds:	\$	58,552.00
Funding Source:	442-5413-495-7117	
Encumbered:	\$	NA
Funds Remaining:	\$	NA

**STAFF RECOMMENDATION, ACTION, AND DATE:**

At the March 28, 2017, regular City Council meeting, approve the first reading of an ordinance authorizing and approving an Agreement Award to J. M. Fahey Construction Co. for the STP 3356 (403) Belton Nexus Trail Project in the amount of \$450,711.96.

**LIST OF REFERENCE DOCUMENTS ATTACHED:**

- Ordinance
- Construction Agreement
- Bid Tabulation
- MoDOT Concurrence in Award Letter



**AGREEMENT**

Contract Number STP - 3356 (403)

Project Title Nexus Trail

THIS AGREEMENT is made and entered into on this date \_\_\_\_\_  
between J. M. FAHEY CONSTRUCTION CO.  
(CONTRACTOR) as principal, and N/A  
(SURETY) and BELTON, MISSOURI, a Charter City in the State of Missouri, (OWNER).

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

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

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

- STP - 3356 (403) Nexus Trail**
- Addenda** 1 **Dated** 12-21-16
- Addenda** 2 **Dated** 01-04-17
- ~~**Addenda** \_\_\_\_\_ **Dated** \_\_\_\_\_~~

- Introductory Information**
- Bidding Requirements**
- Contracting Requirements**
- Notice to Proceed**
- Notice of Award**
- Technical Specifications**
- Appendix**

**Sec. 3.** OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount equal to the sum of the amounts determined below (the Contract Price) four hundred fifty thousand, seven hundred eleven and ninety six cents \$450,711.96  
(Words) (Figures)

**Sec. 4.** CONTRACTOR agrees to begin the Work promptly upon the date stated in the "Notice to Proceed" and to complete the Work within the times specified in the Contract Documents, unless further time is granted by OWNER.

**Sec. 5.** CONTRACTOR agrees and guarantees that the Work herein mentioned shall be constructed without further compensation than that provided for in the Contract Documents.

The acceptance of the Work done hereunder and payment therefore shall not be held to prevent the maintenance of an action on CONTRACTOR's bonds for failure to construct said Work in accordance with the Contract Documents.

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

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

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

**Sec. 9.** CONTRACTOR, and as necessary and appropriate it's Surety, agrees that no change, extension of time, alteration or additions to the terms of the Contract Documents or to the Work to be performed thereunder, not including Work to be performed beyond the sum of the Contract Price, shall in any way affect Surety's obligations on it's Bonds. Regarding Work beyond the sum of the Contract Price, CONTRACTOR shall notify Surety of said Work. Work beyond the sum of the Contract Price shall not be approved by OWNER unless and until CONTRACTOR'S Surety provides written approval to OWNER and CONTRACTOR.

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

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

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

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

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

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

**CONTRACTOR**

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

J. M. FAHEY CONSTRUCTION CO.  
408 HIGH GROVE ROAD  
GRANDVIEW, MO 64030  
PH 816-763-3010

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

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Attested By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

(Attach corporate seal if applicable)

**BELTON, MISSOURI**

Address and facsimile number of City department  
Public Works Department  
City Hall Annex  
520 Main Street  
Belton, Missouri 64012  
Fax: (816) 322-6973

By: \_\_\_\_\_  
Printed Name: Jeff Davis  
Title: Mayor

Attested By: \_\_\_\_\_  
Printed Name: Patti Ledford

Title: City Clerk

(Attach Seal)

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

By: \_\_\_\_\_

Printed Name: Sheila Erzen

Title: Finance Director, City of Belton, MO

Missouri Department of Transportation

600 Northeast Colbern Rd.  
816.622.6500  
Fax: 816.622.6550  
1.888.ASK MODOT (275.6636)  
Lee's Summit, Missouri 64086

March 2, 2017

Mr. Micheal Doi  
Director of Public Works  
City of Belton, Missouri

Re: STP-3356 (403) Belton Nexus Trail

Dear Mr. Doi,

We have completed our review of the Bid Tab information submitted and concurred on awarding the project to the second low bidder – J.M. Fahey Construction Co. To move the project forward, please contact your LPA Construction Contact, James Bentley at 816-607-2105 or [James.Bentley@modot.mo.gov](mailto:James.Bentley@modot.mo.gov). The city needs to provide an expected date when the documents below will be forwarded to MoDOT and set a tentative date for the pre-construction conference. Please try to schedule the pre-construction conference within 30 days.

As noted in MoDOT's concurrence letter, please forward the following documents to James as soon as possible:

- Final Plans Package given to Bidders (include all addenda that were issued) – 1 hard copy and 1 e-copy
- Fully Executed Contract - 1 hard copy and 1 e-copy
- Payment Bond, Performance Bond – electronic copy only
- Insurance Certificate – electronic copy only
- Signed Worker Eligibility Verification Affidavit – electronic copy only
- Signed E-Verify Memorandum of Understanding (MOU) – electronic copy only

Please note that MoDOT cannot provide a Notice to Proceed until all documents are submitted and the pre-construction conference is complete.

If you have any questions, please contact me at (816) 607-2258.

Sincerely,



Colin Victory  
Transportation Planner



*Our mission is to provide a world-class transportation experience that delights our customers and promotes a prosperous Missouri.*

[www.modot.org](http://www.modot.org)

# BELTON NEXUS TRAIL IMPROVEMENTS

STP 3356 (403)  
CITY OF BELTON, MISSOURI

Item No.	Unit	Quantity	Item Description:	JM FAHEY		MEGA INDUSTRIES	
				Unit	Extension	Unit	Extension
1	L.S.	1	MOBILIZATION	\$ 14,000.00	\$ 14,000.00	\$ 64,000.00	\$ 64,000.00
2	L.S.	1	REMOVAL OF IMPROVEMENTS	\$ 8,100.00	\$ 8,100.00	\$ 52,000.00	\$ 52,000.00
3	C.Y.	1426	UNCLASSIFIED EXCAVATION	\$ 37.25	\$ 53,118.50	\$ 17.00	\$ 24,242.00
4	C.Y.	1015	COMPACTING EMBANKMENT	\$ 8.00	\$ 8,120.00	\$ 12.00	\$ 12,180.00
5	C.Y.	253	EMBANKMENT IN PLACE	\$ 8.00	\$ 2,024.00	\$ 8.50	\$ 2,150.50
6	S.Y.	2508	CONCRETE SIDEWALK, 4 IN.	\$ 42.50	\$ 106,590.00	\$ 38.00	\$ 95,304.00
7	S.Y.	1233	CONCRETE SIDEWALK, 6 IN. (REINFORCED)	\$ 43.00	\$ 53,019.00	\$ 39.00	\$ 48,087.00
8	S.Y.	3016	TYPE 5 AGGREGATE FOR BASE (4 IN. THICK) (PUGGED)	\$ 8.00	\$ 24,128.00	\$ 6.75	\$ 20,358.00
9	S.Y.	147	CONCRETE CURB RAMP (INCLUDES DET. WARNING)	\$ 145.00	\$ 21,315.00	\$ 125.00	\$ 18,375.00
10	L.F.	150	CONCRETE CURB AND GUTTER	\$ 36.75	\$ 5,512.50	\$ 44.00	\$ 6,600.00
11	S.Y.	143	PAVED APPROACH, 8 IN.	\$ 66.75	\$ 9,545.25	\$ 76.00	\$ 10,868.00
12	S.Y.	262	MECHANICALLY STABILIZED EARTH WALL SYSTEM	\$ 81.08	\$ 21,242.96	\$ 51.00	\$ 13,362.00
13	L.F.	133	48" PEDESTRIAN FENCE	\$ 42.25	\$ 5,619.25	\$ 48.00	\$ 6,384.00
14	EACH	1	ADJUSTING MANHOLE - SANITARY	\$ 1,850.00	\$ 1,850.00	\$ 640.00	\$ 640.00
15	EACH	3	BICYCLE RACK	\$ 538.00	\$ 1,614.00	\$ 823.00	\$ 2,469.00
16	EACH	1	BENCH (6 FT.)	\$ 1,534.00	\$ 1,534.00	\$ 1,960.00	\$ 1,960.00
17	EACH	2	LUMINAIRE AND POLE ASSEMBLY - SOLAR	\$ 6,531.25	\$ 13,062.50	\$ 5,900.00	\$ 11,800.00
18	L.F.	6.5	PRECAST DROP INLET, 5 FT X 3 FT. (TYPE S-1)	\$ 728.00	\$ 4,732.00	\$ 810.00	\$ 5,265.00
19	EACH	4	CONCRETE COLLAR	\$ 856.25	\$ 3,425.00	\$ 1,250.00	\$ 5,000.00
20	L.F.	111	18" CMP EXTENSION	\$ 59.25	\$ 6,576.75	\$ 43.00	\$ 4,773.00
21	EACH	1	18" CMP END SECTION	\$ 649.00	\$ 649.00	\$ 470.00	\$ 470.00
22	EACH	2	BEVELED PIPE AND END TREATMENT	\$ 515.25	\$ 1,030.50	\$ 2,750.00	\$ 5,500.00
23	L.F.	86	24" CMP	\$ 75.00	\$ 6,450.00	\$ 56.00	\$ 4,816.00
24	EACH	1	24" CMP END SECTIONS	\$ 712.00	\$ 712.00	\$ 915.00	\$ 915.00
25	L.F.	118	36" CMP EXTENSION	\$ 75.00	\$ 8,850.00	\$ 55.00	\$ 6,490.00
26	EACH	1	36" CMP END SECTIONS	\$ 1,062.00	\$ 1,062.00	\$ 945.00	\$ 945.00
27	L.F.	4	24" RCP EXTENSION	\$ 233.50	\$ 934.00	\$ 141.00	\$ 564.00
28	EACH	1	24" RCP END SECTION	\$ 1,050.00	\$ 1,050.00	\$ 1,130.00	\$ 1,130.00
29	C.Y.	4	ROCK LINING (18" THICK)	\$ 262.75	\$ 1,051.00	\$ 178.00	\$ 712.00
30	C.Y.	335	FURNISHING TYPE 3 ROCK DITCH LINER	\$ 40.25	\$ 13,483.75	\$ 37.00	\$ 12,395.00
31	C.Y.	335	PLACING TYPE 3 ROCK DITCH LINER	\$ 39.50	\$ 13,232.50	\$ 18.00	\$ 6,030.00
32	EACH	22	PERMANENT SIGN ASSEMBLIES	\$ 346.75	\$ 7,628.50	\$ 390.00	\$ 8,580.00
33	L.F.	300	CHAIN-LINK FENCE (72") (RIGHT-OF-WAY)	\$ 36.25	\$ 10,875.00	\$ 41.00	\$ 12,300.00
34	L.F.	3578	STRAW WATTLE	\$ 3.25	\$ 11,628.50	\$ 2.50	\$ 8,945.00
35	ACRES	2	SEEDING	\$ 2,130.75	\$ 4,261.50	\$ 1,700.00	\$ 3,400.00
36	L.S.	1	WATER POLLUTION CONTROL MANAGER	\$ 2,685.00	\$ 2,685.00	\$ 800.00	\$ 800.00
<b>TOTAL BASE BID</b>				<b>\$ 450,711.96</b>		<b>\$ 479,809.50</b>	

101	S.Y.	152	CONCRETE SIDEWALK, 4 IN.	\$ 41.75	\$ 6,346.00	\$ 58.00	\$ 8,816.00
102	S.Y.	40	CONCRETE CURB RAMP (INCLUDES DET. WARNING)	\$ 136.50	\$ 5,460.00	\$ 196.00	\$ 7,840.00
103	S.Y.	95	PAVED APPROACH, 7 IN.	\$ 71.25	\$ 6,768.75	\$ 98.00	\$ 9,310.00
104	S.Y.	937	SHOULDER REMOVAL AND RESOTRATION	\$ 15.00	\$ 14,055.00	\$ 11.00	\$ 10,307.00
105	EACH	1	CADDO SUGAR MAPLE / ACER SACCHARUM (2" CAL)	\$ 452.25	\$ 452.25	\$ 515.00	\$ 515.00
106	EACH	1	DAWN REDWOOD / METASEQUOIA GLYPTOSTROBODIES (2" CAL)	\$ 578.00	\$ 578.00	\$ 659.00	\$ 659.00
107	EACH	2	SWAMP WHITE OAK / QUERCUS BICOLOR (2" CAL)	\$ 387.00	\$ 774.00	\$ 441.00	\$ 882.00
108	EACH	1	BUR OAK / QUERCUS MACROCARPA (2" CAL)	\$ 427.00	\$ 427.00	\$ 487.00	\$ 487.00
109	EACH	1	CHINA BOY HOLLY / ILEX X MESERVEAE 'MESDOB' TM (#5)	\$ 52.25	\$ 52.25	\$ 59.50	\$ 59.50
110	EACH	6	CHINA GIRL HOLLY / ILEX X MESERVEAE 'MESOG' TM (#5)	\$ 50.25	\$ 301.50	\$ 57.00	\$ 342.00
111	EACH	24	FEATHER REED GRASS / CALAMAGROSTIS X ACUTIFLORA 'KARL FOERSTER' (#3)	\$ 42.25	\$ 1,014.00	\$ 47.43	\$ 1,138.32
112	EACH	51	SILVERY SUNPROOF LIRIOPE / LIRIOPE MUSCARIS (#1)	\$ 10.50	\$ 535.50	\$ 11.75	\$ 599.25
113	EACH	166	YELLOW STONECROP / SEDUM RUPESTRE 'ANGELINA' (4" POT)	\$ 9.50	\$ 1,577.00	\$ 10.50	\$ 1,743.00
114	EACH	3	COLLAPSABLE BOLLARD	\$ 760.25	\$ 2,280.75	\$ 1,400.00	\$ 4,200.00
115	EACH	25	PAINTED SHARED ROAD SYMBOL	\$ 201.00	\$ 5,025.00	\$ 228.00	\$ 5,700.00
116	EACH	1	BIKE BOX STREET MARKING	\$ 1,326.50	\$ 1,326.50	\$ 1,500.00	\$ 1,500.00
117	L.F.	433	PAVEMENT MARKING, 6" WHITE (PAINT)	\$ 2.00	\$ 866.00	\$ 2.30	\$ 995.90
118	L.F.	78	PAVEMENT MARKING, 24" WHITE (PAINT)	\$ 8.00	\$ 624.00	\$ 9.00	\$ 702.00
119	L.F.	40	PAVEMENT MARKING, 4" YELLOW (PAINT)	\$ 1.00	\$ 40.00	\$ 1.15	\$ 46.00
<b>TOTAL BID ALTERNATE</b>				<b>\$ 48,503.50</b>		<b>\$ 55,841.97</b>	
<b>TOTAL BASE BID + BID ALTERNATE</b>				<b>\$ 499,215.46</b>		<b>\$ 535,651.47</b>	



# BELTON NEXUS TRAIL IMPROVEMENTS

STP 3356 (403)  
CITY OF BELTON, MISSOURI

Item No.	Unit	Quantity	Item Description:	S + A CONTRACTING		RADMACHER	
				Unit	Extension	Unit	Extension
1	L.S.	1	MOBILIZATION	\$ 50,000.00	\$ 50,000.00	\$ 72,709.00	\$ 72,709.00
2	L.S.	1	REMOVAL OF IMPROVEMENTS	\$ 44,145.00	\$ 44,145.00	\$ 13,738.00	\$ 13,738.00
3	C.Y.	1426	UNCLASSIFIED EXCAVATION	\$ 10.00	\$ 14,260.00	\$ 9.00	\$ 12,834.00
4	C.Y.	1015	COMPACTING EMBANKMENT	\$ 4.00	\$ 4,060.00	\$ 4.00	\$ 4,060.00
5	C.Y.	253	EMBANKMENT IN PLACE	\$ 21.00	\$ 5,313.00	\$ 13.00	\$ 3,289.00
6	S.Y.	2508	CONCRETE SIDEWALK, 4 IN.	\$ 40.50	\$ 101,574.00	\$ 43.00	\$ 107,844.00
7	S.Y.	1233	CONCRETE SIDEWALK, 6 IN. (REINFORCED)	\$ 49.50	\$ 61,033.50	\$ 61.00	\$ 75,213.00
8	S.Y.	3016	TYPE 5 AGGREGATE FOR BASE (4 IN. THICK) (PUGGED)	\$ 3.00	\$ 9,048.00	\$ 7.00	\$ 21,112.00
9	S.Y.	147	CONCRETE CURB RAMP (INCLUDES DET. WARNING)	\$ 108.00	\$ 15,876.00	\$ 103.00	\$ 15,141.00
10	L.F.	150	CONCRETE CURB AND GUTTER	\$ 28.00	\$ 4,200.00	\$ 30.00	\$ 4,500.00
11	S.Y.	143	PAVED APPROACH, 8 IN.	\$ 72.00	\$ 10,296.00	\$ 77.00	\$ 11,011.00
12	S.Y.	262	MECHANICALLY STABILIZED EARTH WALL SYSTEM	\$ 52.46	\$ 13,744.52	\$ 49.00	\$ 12,838.00
13	L.F.	133	48" PEDESTRIAN FENCE	\$ 67.00	\$ 8,911.00	\$ 48.00	\$ 6,384.00
14	EACH	1	ADJUSTING MANHOLE - SANITARY	\$ 2,000.00	\$ 2,000.00	\$ 2,645.00	\$ 2,645.00
15	EACH	3	BICYCLE RACK	\$ 1,200.00	\$ 3,600.00	\$ 2,410.00	\$ 7,230.00
16	EACH	1	BENCH (6 FT.)	\$ 1,000.00	\$ 1,000.00	\$ 2,041.00	\$ 2,041.00
17	EACH	2	LUMINAIRE AND POLE ASSEMBLY - SOLAR	\$ 8,448.05	\$ 16,896.10	\$ 4,867.00	\$ 9,734.00
18	L.F.	6.5	PRECAST DROP INLET, 5 FT X 3 FT. (TYPE S-1)	\$ 5,200.00	\$ 33,800.00	\$ 1,031.00	\$ 6,701.50
19	EACH	4	CONCRETE COLLAR	\$ 500.00	\$ 2,000.00	\$ 702.00	\$ 2,808.00
20	L.F.	111	18" CMP EXTENSION	\$ 30.00	\$ 3,330.00	\$ 87.00	\$ 9,657.00
21	EACH	1	18" CMP END SECTION	\$ 300.00	\$ 300.00	\$ 1,987.00	\$ 1,987.00
22	EACH	2	BEVELED PIPE AND END TREATMENT	\$ 685.00	\$ 1,370.00	\$ 1,288.00	\$ 2,576.00
23	L.F.	86	24" CMP	\$ 49.55	\$ 4,261.30	\$ 112.00	\$ 9,632.00
24	EACH	1	24" CMP END SECTIONS	\$ 490.00	\$ 490.00	\$ 2,001.00	\$ 2,001.00
25	L.F.	118	36" CMP EXTENSION	\$ 117.88	\$ 13,909.84	\$ 98.00	\$ 11,564.00
26	EACH	1	36" CMP END SECTIONS	\$ 1,360.00	\$ 1,360.00	\$ 2,102.00	\$ 2,102.00
27	L.F.	4	24" RCP EXTENSION	\$ 80.00	\$ 320.00	\$ 297.00	\$ 1,188.00
28	EACH	1	24" RCP END SECTION	\$ 1,500.00	\$ 1,500.00	\$ 2,116.00	\$ 2,116.00
29	C.Y.	4	ROCK LINING (18" THICK)	\$ 400.00	\$ 1,600.00	\$ 518.00	\$ 2,072.00
30	C.Y.	335	FURNISHING TYPE 3 ROCK DITCH LINER	\$ 22.00	\$ 7,370.00	\$ 46.00	\$ 15,410.00
31	C.Y.	335	PLACING TYPE 3 ROCK DITCH LINER	\$ 25.00	\$ 8,375.00	\$ 37.00	\$ 12,395.00
32	EACH	22	PERMANENT SIGN ASSEMBLIES	\$ 430.20	\$ 9,464.40	\$ 403.00	\$ 8,866.00
33	L.F.	300	CHAIN-LINK FENCE (72") (RIGHT-OF-WAY)	\$ 30.78	\$ 9,234.00	\$ 41.00	\$ 12,300.00
34	L.F.	3578	STRAW WATTLE	\$ 3.00	\$ 10,734.00	\$ 3.00	\$ 10,734.00
35	ACRES	2	SEEDING	\$ 3,445.00	\$ 6,890.00	\$ 3,278.00	\$ 6,556.00
36	L.S.	1	WATER POLLUTION CONTROL MANAGER	\$ 3,360.00	\$ 3,360.00	\$ 6,072.00	\$ 6,072.00
<b>TOTAL BASE BID</b>				<b>\$ 485,625.66</b>		<b>\$ 509,060.50</b>	

101	S.Y.	152	CONCRETE SIDEWALK, 4 IN.	\$ 45.00	\$ 6,840.00	\$ 79.00	\$ 12,008.00
102	S.Y.	40	CONCRETE CURB RAMP (INCLUDES DET. WARNING)	\$ 117.00	\$ 4,680.00	\$ 181.00	\$ 7,240.00
103	S.Y.	95	PAVED APPROACH, 7 IN.	\$ 58.50	\$ 5,557.50	\$ 147.00	\$ 13,965.00
104	S.Y.	937	SHOULDER REMOVAL AND RESOTRATION	\$ 22.00	\$ 20,614.00	\$ 50.00	\$ 46,850.00
105	EACH	1	CADDO SUGAR MAPLE / ACER SACCHARUM (2" CAL)	\$ 562.50	\$ 562.50	\$ 512.00	\$ 512.00
106	EACH	1	DAWN REDWOOD / METASEQUOIA GLYPTOSTROBODIES (2" CAL)	\$ 718.75	\$ 718.75	\$ 661.00	\$ 661.00
107	EACH	2	SWAMP WHITE OAK / QUERCUS BICOLOR (2" CAL)	\$ 962.50	\$ 1,925.00	\$ 512.00	\$ 1,024.00
108	EACH	1	BUR OAK / QUERCUS MACROCARPA (2" CAL)	\$ 531.25	\$ 531.25	\$ 512.00	\$ 512.00
109	EACH	1	CHINA BOY HOLLY / ILEX X MESERVEAE 'MESDOB' TM (#5)	\$ 65.00	\$ 65.00	\$ 144.00	\$ 144.00
110	EACH	6	CHINA GIRL HOLLY / ILEX X MESERVEAE 'MESOG' TM (#5)	\$ 62.50	\$ 375.00	\$ 121.00	\$ 726.00
111	EACH	24	FEATHER REED GRASS / CALAMAGROSTIS X ACUTIFLORA 'KARL FOERSTER' (#3)	\$ 52.50	\$ 1,260.00	\$ 98.00	\$ 2,352.00
112	EACH	51	SILVERY SUNPROOF LIRIOPE / LIRIOPE MUSCARIS (#1)	\$ 13.13	\$ 669.38	\$ 75.00	\$ 3,825.00
113	EACH	166	YELLOW STONECROP / SEDUM RUPESTRE 'ANGELINA' (4" POT)	\$ 11.56	\$ 1,919.38	\$ 40.00	\$ 6,640.00
114	EACH	3	COLLAPSABLE BOLLARD	\$ 1,500.00	\$ 4,500.00	\$ 929.00	\$ 2,787.00
115	EACH	25	PAINTED SHARED ROAD SYMBOL	\$ 120.00	\$ 3,000.00	\$ 115.00	\$ 2,875.00
116	EACH	1	BIKE BOX STREET MARKING	\$ 1,804.00	\$ 1,804.00	\$ 1,730.00	\$ 1,730.00
117	L.F.	433	PAVEMENT MARKING, 6" WHITE (PAINT)	\$ 1.44	\$ 623.52	\$ 1.40	\$ 606.20
118	L.F.	78	PAVEMENT MARKING, 24" WHITE (PAINT)	\$ 9.00	\$ 702.00	\$ 8.60	\$ 670.80
119	L.F.	40	PAVEMENT MARKING, 4" YELLOW (PAINT)	\$ 12.00	\$ 480.00	\$ 12.00	\$ 480.00
<b>TOTAL BID ALTERNATE</b>				<b>\$ 56,827.27</b>		<b>\$ 105,608.00</b>	

**TOTAL BASE BID + BID ALTERNATE** \$ 542,452.93 \$ 614,668.50

# BELTON NEXUS TRAIL IMPROVEMENTS

STP 3356 (403)  
CITY OF BELTON, MISSOURI

Item No.	Unit	Quantity	Item Description:	NATIONAL STREETScape		MIDWEST HEAVY	
				Unit	Extension	Unit	Extension
1	L.S.	1	MOBILIZATION	\$ 50,000.00	\$ 50,000.00	\$ 70,000.00	\$ 70,000.00
2	L.S.	1	REMOVAL OF IMPROVEMENTS	\$ 50,000.00	\$ 50,000.00	\$ 38,000.00	\$ 38,000.00
3	C.Y.	1426	UNCLASSIFIED EXCAVATION	\$ 25.00	\$ 35,650.00	\$ 19.00	\$ 27,094.00
4	C.Y.	1015	COMPACTING EMBANKMENT	\$ 16.00	\$ 16,240.00	\$ 7.00	\$ 7,105.00
5	C.Y.	253	EMBANKMENT IN PLACE	\$ 20.00	\$ 5,060.00	\$ 22.00	\$ 5,566.00
6	S.Y.	2508	CONCRETE SIDEWALK, 4 IN.	\$ 55.00	\$ 137,940.00	\$ 38.00	\$ 95,304.00
7	S.Y.	1233	CONCRETE SIDEWALK, 6 IN. (REINFORCED)	\$ 60.00	\$ 73,980.00	\$ 70.00	\$ 86,310.00
8	S.Y.	3016	TYPE 5 AGGREGATE FOR BASE (4 IN THICK) (PUGGED)	\$ 6.50	\$ 19,604.00	\$ 9.00	\$ 27,144.00
9	S.Y.	147	CONCRETE CURB RAMP (INCLUDES DET. WARNING)	\$ 120.00	\$ 17,640.00	\$ 210.00	\$ 30,870.00
10	L.F.	150	CONCRETE CURB AND GUTTER	\$ 50.00	\$ 7,500.00	\$ 48.50	\$ 7,275.00
11	S.Y.	143	PAVED APPROACH, 8 IN.	\$ 90.00	\$ 12,870.00	\$ 80.00	\$ 11,440.00
12	S.Y.	262	MECHANICALLY STABILIZED EARTH WALL SYSTEM	\$ 40.00	\$ 10,480.00	\$ 74.00	\$ 19,388.00
13	L.F.	133	48" PEDESTRIAN FENCE	\$ 50.00	\$ 6,650.00	\$ 50.00	\$ 6,650.00
14	EACH	1	ADJUSTING MANHOLE - SANITARY	\$ 500.00	\$ 500.00	\$ 1,100.00	\$ 1,100.00
15	EACH	3	BICYCLE RACK	\$ 350.00	\$ 1,050.00	\$ 1,500.00	\$ 4,500.00
16	EACH	1	BENCH (6 FT.)	\$ 1,500.00	\$ 1,500.00	\$ 1,950.00	\$ 1,950.00
17	EACH	2	LUMINAIRE AND POLE ASSEMBLY - SOLAR	\$ 4,000.00	\$ 8,000.00	\$ 7,250.00	\$ 14,500.00
18	L.F.	6.5	PRECAST DROP INLET, 5 FT X 3 FT. (TYPE S-1)	\$ 680.00	\$ 4,420.00	\$ 1,100.00	\$ 7,150.00
19	EACH	4	CONCRETE COLLAR	\$ 800.00	\$ 3,200.00	\$ 850.00	\$ 3,400.00
20	L.F.	111	18" CMP EXTENSION	\$ 45.00	\$ 4,995.00	\$ 65.00	\$ 7,215.00
21	EACH	1	18" CMP END SECTION	\$ 500.00	\$ 500.00	\$ 285.00	\$ 285.00
22	EACH	2	BEVELED PIPE AND END TREATMENT	\$ 300.00	\$ 600.00	\$ 150.00	\$ 300.00
23	L.F.	86	24" CMP	\$ 60.00	\$ 5,160.00	\$ 70.00	\$ 6,020.00
24	EACH	1	24" CMP END SECTIONS	\$ 650.00	\$ 650.00	\$ 350.00	\$ 350.00
25	L.F.	118	36" CMP EXTENSION	\$ 85.00	\$ 10,030.00	\$ 85.00	\$ 10,030.00
26	EACH	1	36" CMP END SECTIONS	\$ 950.00	\$ 950.00	\$ 750.00	\$ 750.00
27	L.F.	4	24" RCP EXTENSION	\$ 150.00	\$ 600.00	\$ 175.00	\$ 700.00
28	EACH	1	24" RCP END SECTION	\$ 850.00	\$ 850.00	\$ 1,200.00	\$ 1,200.00
29	C.Y.	4	ROCK LINING (18" THICK)	\$ 100.00	\$ 400.00	\$ 240.00	\$ 960.00
30	C.Y.	335	FURNISHING TYPE 3 ROCK DITCH LINER	\$ 30.00	\$ 10,050.00	\$ 42.00	\$ 14,070.00
31	C.Y.	335	PLACING TYPE 3 ROCK DITCH LINER	\$ 20.00	\$ 6,700.00	\$ 14.00	\$ 4,690.00
32	EACH	22	PERMANENT SIGN ASSEMBLIES	\$ 240.00	\$ 5,280.00	\$ 260.00	\$ 5,720.00
33	L.F.	300	CHAIN-LINK FENCE (72") (RIGHT-OF-WAY)	\$ 42.00	\$ 12,600.00	\$ 38.50	\$ 11,550.00
34	L.F.	3578	STRAW WATTLE	\$ 1.50	\$ 5,367.00	\$ 2.50	\$ 8,945.00
35	ACRES	2	SEEDING	\$ 3,750.00	\$ 7,500.00	\$ 1,700.00	\$ 3,400.00
36	L.S.	1	WATER POLLUTION CONTROL MANAGER	\$ 3,000.00	\$ 3,000.00	\$ 6,500.00	\$ 6,500.00
<b>TOTAL BASE BID</b>				<b>\$ 537,516.00</b>	<b>\$ 537,516.00</b>	<b>\$ 547,431.00</b>	<b>\$ 547,431.00</b>

101	S.Y.	152	CONCRETE SIDEWALK, 4 IN.	\$ 65.00	\$ 9,880.00	\$ 50.00	\$ 7,600.00
102	S.Y.	40	CONCRETE CURB RAMP (INCLUDES DET. WARNING)	\$ 150.00	\$ 6,000.00	\$ 205.00	\$ 8,200.00
103	S.Y.	95	PAVED APPROACH, 7 IN.	\$ 90.00	\$ 8,550.00	\$ 82.00	\$ 7,790.00
104	S.Y.	937	SHOULDER REMOVAL AND RESOTRATION	\$ 15.00	\$ 14,055.00	\$ 11.00	\$ 10,307.00
105	EACH	1	CADDO SUGAR MAPLE / ACER SACCHARUM (2" CAL)	\$ 350.00	\$ 350.00	\$ 330.00	\$ 330.00
106	EACH	1	DAWN REDWOOD / METASEQUOIA GLYPTOSTROBODIES (2" CAL)	\$ 350.00	\$ 350.00	\$ 360.00	\$ 360.00
107	EACH	2	SWAMP WHITE OAK / QUERCUS BICOLOR (2" CAL)	\$ 375.00	\$ 750.00	\$ 330.00	\$ 660.00
108	EACH	1	BUR OAK / QUERCUS MACROCARPA (2" CAL)	\$ 375.00	\$ 375.00	\$ 330.00	\$ 330.00
109	EACH	1	CHINA BOY HOLLY / ILEX X MESERVEAE 'MESDOB' TM (#5)	\$ 60.00	\$ 60.00	\$ 75.00	\$ 75.00
110	EACH	6	CHINA GIRL HOLLY / ILEX X MESERVEAE 'MESOG' TM (#5)	\$ 60.00	\$ 360.00	\$ 75.00	\$ 450.00
111	EACH	24	FEATHER REED GRASS / CALAMAGROSTIS X ACUTIFLORA 'KARL FOERSTER' (#3)	\$ 40.00	\$ 960.00	\$ 55.00	\$ 1,320.00
112	EACH	51	SILVERY SUNPROOF LIRIOPE / LIRIOPE MUSCARIS (#1)	\$ 20.00	\$ 1,020.00	\$ 35.00	\$ 1,785.00
113	EACH	166	YELLOW STONECROP / SEDUM RUPESTRE 'ANGELINA' (4" POT)	\$ 10.00	\$ 1,660.00	\$ 25.00	\$ 4,150.00
114	EACH	3	COLLAPSABLE BOLLARD	\$ 800.00	\$ 2,400.00	\$ 1,200.00	\$ 3,600.00
115	EACH	25	PAINTED SHARED ROAD SYMBOL	\$ 200.00	\$ 5,000.00	\$ 95.00	\$ 2,375.00
116	EACH	1	BIKE BOX STREET MARKING	\$ 250.00	\$ 250.00	\$ 1,600.00	\$ 1,600.00
117	L.F.	433	PAVEMENT MARKING, 6" WHITE (PAINT)	\$ 3.00	\$ 1,299.00	\$ 7.00	\$ 3,031.00
118	L.F.	78	PAVEMENT MARKING, 24" WHITE (PAINT)	\$ 10.00	\$ 780.00	\$ 26.50	\$ 2,067.00
119	L.F.	40	PAVEMENT MARKING, 4" YELLOW (PAINT)	\$ 2.00	\$ 80.00	\$ 4.50	\$ 180.00
<b>TOTAL BID ALTERNATE</b>				<b>\$ 54,179.00</b>	<b>\$ 54,179.00</b>	<b>\$ 56,210.00</b>	<b>\$ 56,210.00</b>
<b>TOTAL BASE BID + BID ALTERNATE</b>				<b>\$ 591,695.00</b>	<b>\$ 591,695.00</b>	<b>\$ 603,641.00</b>	<b>\$ 603,641.00</b>

# BELTON NEXUS TRAIL IMPROVEMENTS

STP 3356 (403)  
CITY OF BELTON, MISSOURI

Item No.	Unit	Quantity	Item Description:	GUNTER		PYRAMID	
				Unit	Extension	Unit	Extension
1	L.S.	1	MOBILIZATION	\$ 54,651.00	\$ 54,651.00	\$ 90,000.00	\$ 90,000.00
2	L.S.	1	REMOVAL OF IMPROVEMENTS	\$ 10,230.00	\$ 10,230.00	\$ 50,000.00	\$ 50,000.00
3	C.Y.	1426	UNCLASSIFIED EXCAVATION	\$ 22.50	\$ 32,085.00	\$ 12.00	\$ 17,112.00
4	C.Y.	1015	COMPACTING EMBANKMENT	\$ 11.00	\$ 11,165.00	\$ 6.00	\$ 6,090.00
5	C.Y.	253	EMBANKMENT IN PLACE	\$ 22.00	\$ 5,566.00	\$ 6.00	\$ 1,518.00
6	S.Y.	2508	CONCRETE SIDEWALK, 4 IN.	\$ 57.00	\$ 142,956.00	\$ 60.00	\$ 150,480.00
7	S.Y.	1233	CONCRETE SIDEWALK, 6 IN. (REINFORCED)	\$ 67.50	\$ 83,227.50	\$ 75.00	\$ 92,475.00
8	S.Y.	3016	TYPE 5 AGGREGATE FOR BASE (4 IN. THICK) (PUGGED)	\$ 5.50	\$ 16,588.00	\$ 10.00	\$ 30,160.00
9	S.Y.	147	CONCRETE CURB RAMP (INCLUDES DET. WARNING)	\$ 115.00	\$ 16,905.00	\$ 200.00	\$ 29,400.00
10	L.F.	150	CONCRETE CURB AND GUTTER	\$ 31.50	\$ 4,725.00	\$ 30.00	\$ 4,500.00
11	S.Y.	143	PAVED APPROACH, 8 IN.	\$ 71.00	\$ 10,153.00	\$ 85.00	\$ 12,155.00
12	S.Y.	262	MECHANICALLY STABILIZED EARTH WALL SYSTEM	\$ 108.50	\$ 28,427.00	\$ 60.00	\$ 15,720.00
13	L.F.	133	48" PEDESTRIAN FENCE	\$ 54.00	\$ 7,182.00	\$ 45.00	\$ 5,985.00
14	EACH	1	ADJUSTING MANHOLE - SANITARY	\$ 2,475.00	\$ 2,475.00	\$ 850.00	\$ 850.00
15	EACH	3	BICYCLE RACK	\$ 856.00	\$ 2,568.00	\$ 500.00	\$ 1,500.00
16	EACH	1	BENCH (6 FT.)	\$ 1,650.00	\$ 1,650.00	\$ 1,750.00	\$ 1,750.00
17	EACH	2	LUMINAIRE AND POLE ASSEMBLY - SOLAR	\$ 8,332.00	\$ 16,704.00	\$ 10,500.00	\$ 21,000.00
18	L.F.	6.5	PRECAST DROP INLET, 5 FT X 3 FT. (TYPE S-1)	\$ 905.00	\$ 5,882.50	\$ 550.00	\$ 3,575.00
19	EACH	4	CONCRETE COLLAR	\$ 1,580.00	\$ 6,320.00	\$ 1,250.00	\$ 5,000.00
20	L.F.	111	18" CMP EXTENSION	\$ 91.00	\$ 10,101.00	\$ 50.00	\$ 5,550.00
21	EACH	1	18" CMP END SECTION	\$ 603.00	\$ 603.00	\$ 1,000.00	\$ 1,000.00
22	EACH	2	BEVELED PIPE AND END TREATMENT	\$ 1,679.00	\$ 3,358.00	\$ 1,000.00	\$ 2,000.00
23	L.F.	86	24" CMP	\$ 114.00	\$ 9,804.00	\$ 60.00	\$ 5,160.00
24	EACH	1	24" CMP END SECTIONS	\$ 710.00	\$ 710.00	\$ 1,425.00	\$ 1,425.00
25	L.F.	118	36" CMP EXTENSION	\$ 159.00	\$ 18,762.00	\$ 135.00	\$ 15,930.00
26	EACH	1	36" CMP END SECTIONS	\$ 1,462.00	\$ 1,462.00	\$ 1,500.00	\$ 1,500.00
27	L.F.	4	24" RCP EXTENSION	\$ 185.00	\$ 740.00	\$ 250.00	\$ 1,000.00
28	EACH	1	24" RCP END SECTION	\$ 1,094.00	\$ 1,094.00	\$ 1,500.00	\$ 1,500.00
29	C.Y.	4	ROCK LINING (18" THICK)	\$ 254.00	\$ 1,016.00	\$ 150.00	\$ 600.00
30	C.Y.	335	FURNISHING TYPE 3 ROCK DITCH LINER	\$ 50.00	\$ 16,750.00	\$ 55.00	\$ 18,425.00
31	C.Y.	335	PLACING TYPE 3 ROCK DITCH LINER	\$ 62.00	\$ 20,770.00	\$ 10.00	\$ 3,350.00
32	EACH	22	PERMANENT SIGN ASSEMBLIES	\$ 444.00	\$ 9,768.00	\$ 160.00	\$ 3,520.00
33	L.F.	300	CHAIN-LINK FENCE (72") (RIGHT-OF-WAY)	\$ 46.27	\$ 13,881.00	\$ 40.00	\$ 12,000.00
34	L.F.	3578	STRAW WATTLE	\$ 2.90	\$ 10,376.20	\$ 2.50	\$ 8,945.00
35	ACRES	2	SEEDING	\$ 1,995.00	\$ 3,990.00	\$ 1,900.00	\$ 3,800.00
36	L.S.	1	WATER POLLUTION CONTROL MANAGER	\$ 3,100.00	\$ 3,100.00	\$ 6,000.00	\$ 6,000.00
<b>TOTAL BASE BID</b>				\$ 585,745.20		\$ 630,975.00	

101	S.Y.	152	CONCRETE SIDEWALK, 4 IN.	\$ 65.50	\$ 9,956.00	\$ 60.00	\$ 9,120.00
102	S.Y.	40	CONCRETE CURB RAMP (INCLUDES DET. WARNING)	\$ 125.00	\$ 5,000.00	\$ 200.00	\$ 8,000.00
103	S.Y.	95	PAVED APPROACH, 7 IN.	\$ 60.00	\$ 5,700.00	\$ 85.00	\$ 8,075.00
104	S.Y.	937	SHOULDER REMOVAL AND RESOTRATION	\$ 20.00	\$ 18,740.00	\$ 5.00	\$ 4,685.00
105	EACH	1	CADDO SUGAR MAPLE / ACER SACCHARUM (2" CAL)	\$ 499.00	\$ 499.00	\$ 350.00	\$ 350.00
106	EACH	1	DAWN REDWOOD / METASEQUOIA GLYPTOSTROBODIES (2" CAL)	\$ 638.00	\$ 638.00	\$ 350.00	\$ 350.00
107	EACH	2	SWAMP WHITE OAK / QUERCUS BICOLOR (2" CAL)	\$ 427.00	\$ 854.00	\$ 350.00	\$ 700.00
108	EACH	1	BUR OAK / QUERCUS MACROCARPA (2" CAL)	\$ 472.00	\$ 472.00	\$ 350.00	\$ 350.00
109	EACH	1	CHINA BOY HOLLY / ILEX X MESERVEAE 'MESDOB' TM (#5)	\$ 58.00	\$ 58.00	\$ 60.00	\$ 60.00
110	EACH	6	CHINA GIRL HOLLY / ILEX X MESERVEAE 'MESOG' TM (#5)	\$ 56.00	\$ 336.00	\$ 60.00	\$ 360.00
111	EACH	24	FEATHER REED GRASS / CALAMAGROSTIS X ACUTIFLORA 'KARL FOERSTER' (#3)	\$ 47.00	\$ 1,128.00	\$ 35.00	\$ 840.00
112	EACH	51	SILVERY SUNPROOF LIRIOPE / LIRIOPE MUSCARIS (#1)	\$ 12.00	\$ 612.00	\$ 15.00	\$ 765.00
113	EACH	166	YELLOW STONECROP / SEDUM RUPESTRE 'ANGELINA' (4" POT)	\$ 10.50	\$ 1,743.00	\$ 85.00	\$ 14,110.00
114	EACH	3	COLLAPSABLE BOLLARD	\$ 1,250.00	\$ 3,750.00	\$ 1,850.00	\$ 5,550.00
115	EACH	25	PAINTED SHARED ROAD SYMBOL	\$ 222.00	\$ 5,550.00	\$ 200.00	\$ 5,000.00
116	EACH	1	BIKE BOX STREET MARKING	\$ 1,470.00	\$ 1,470.00	\$ 1,300.00	\$ 1,300.00
117	L.F.	433	PAVEMENT MARKING, 6" WHITE (PAINT)	\$ 2.25	\$ 974.25	\$ 2.00	\$ 866.00
118	L.F.	78	PAVEMENT MARKING, 24" WHITE (PAINT)	\$ 9.00	\$ 702.00	\$ 8.00	\$ 624.00
119	L.F.	40	PAVEMENT MARKING, 4" YELLOW (PAINT)	\$ 1.15	\$ 46.00	\$ 1.00	\$ 40.00
<b>TOTAL BID ALTERNATE</b>				\$ 58,228.25		\$ 61,145.00	

**TOTAL BASE BID + BID ALTERNATE** \$ 643,973.45 \$ 692,120.00

# BELTON NEXUS TRAIL IMPROVEMENTS

STP 3356 (403)

CITY OF BELTON, MISSOURI

Item No.	Unit	Quantity	Item Description:	TERRY SNELLING		JULIAS KAAZ	
				Unit	Extension	Unit	Extension
1	L.S.	1	MOBILIZATION	\$ 51,270.00	\$ 51,270.00	\$ 75,685.00	\$ 75,685.00
2	L.S.	1	REMOVAL OF IMPROVEMENTS	\$ 84,128.00	\$ 84,128.00	\$ 26,400.00	\$ 26,400.00
3	C.Y.	1426	UNCLASSIFIED EXCAVATION	\$ 81.50	\$ 116,219.00	\$ 107.00	\$ 152,582.00
4	C.Y.	1015	COMPACTING EMBANKMENT	\$ 14.65	\$ 14,869.75	\$ 4.00	\$ 4,060.00
5	C.Y.	253	EMBANKMENT IN PLACE	\$ 36.28	\$ 9,178.84	\$ 72.00	\$ 18,216.00
6	S.Y.	2508	CONCRETE SIDEWALK, 4 IN.	\$ 45.00	\$ 112,860.00	\$ 51.00	\$ 127,908.00
7	S.Y.	1233	CONCRETE SIDEWALK, 6 IN. (REINFORCED)	\$ 65.00	\$ 80,145.00	\$ 87.00	\$ 107,271.00
8	S.Y.	3016	TYPE 5 AGGREGATE FOR BASE (4 IN. THICK) (PUGGED)	\$ 3.75	\$ 11,310.00	\$ 16.00	\$ 48,256.00
9	S.Y.	147	CONCRETE CURB RAMP (INCLUDES DET. WARNING)	\$ 135.00	\$ 19,845.00	\$ 265.00	\$ 38,955.00
10	L.F.	150	CONCRETE CURB AND GUTTER	\$ 30.00	\$ 4,500.00	\$ 26.00	\$ 3,900.00
11	S.Y.	143	PAVED APPROACH, 8 IN.	\$ 80.00	\$ 11,440.00	\$ 75.00	\$ 10,725.00
12	S.Y.	262	MECHANICALLY STABILIZED EARTH WALL SYSTEM	\$ 75.00	\$ 19,650.00	\$ 115.00	\$ 30,130.00
13	L.F.	133	48" PEDESTRIAN FENCE	\$ 85.00	\$ 11,305.00	\$ 52.00	\$ 6,916.00
14	EACH	1	ADJUSTING MANHOLE - SANITARY	\$ 1,000.00	\$ 1,000.00	\$ 3,000.00	\$ 3,000.00
15	EACH	3	BICYCLE RACK	\$ 737.00	\$ 2,211.00	\$ 850.00	\$ 2,550.00
16	EACH	1	BENCH (6 FT.)	\$ 2,650.00	\$ 2,650.00	\$ 1,450.00	\$ 1,450.00
17	EACH	2	LUMINAIRE AND POLE ASSEMBLY - SOLAR	\$ 6,585.00	\$ 13,170.00	\$ 7,580.00	\$ 15,160.00
18	L.F.	6.5	PRECAST DROP INLET, 5 FT X 3 FT. (TYPE S-1)	\$ 538.00	\$ 3,497.00	\$ 1,180.00	\$ 7,670.00
19	EACH	4	CONCRETE COLLAR	\$ 2,320.00	\$ 9,280.00	\$ 1,400.00	\$ 5,600.00
20	L.F.	111	18" CMP EXTENSION	\$ 63.00	\$ 6,993.00	\$ 98.00	\$ 10,878.00
21	EACH	1	18" CMP END SECTION	\$ 140.00	\$ 140.00	\$ 1,100.00	\$ 1,100.00
22	EACH	2	BEVELED PIPE AND END TREATMENT	\$ 88.00	\$ 176.00	\$ 390.00	\$ 780.00
23	L.F.	86	24" CMP	\$ 147.00	\$ 12,642.00	\$ 142.00	\$ 12,212.00
24	EACH	1	24" CMP END SECTIONS	\$ 500.00	\$ 500.00	\$ 1,325.00	\$ 1,325.00
25	L.F.	118	36" CMP EXTENSION	\$ 100.00	\$ 11,800.00	\$ 195.00	\$ 23,010.00
26	EACH	1	36" CMP END SECTIONS	\$ 250.00	\$ 250.00	\$ 1,900.00	\$ 1,900.00
27	L.F.	4	24" RCP EXTENSION	\$ 308.00	\$ 1,232.00	\$ 280.00	\$ 1,120.00
28	EACH	1	24" RCP END SECTION	\$ 750.00	\$ 750.00	\$ 1,981.00	\$ 1,981.00
29	C.Y.	4	ROCK LINING (18" THICK)	\$ 120.00	\$ 480.00	\$ 300.00	\$ 1,200.00
30	C.Y.	335	FURNISHING TYPE 3 ROCK DITCH LINER	\$ 60.00	\$ 20,100.00	\$ 75.00	\$ 25,125.00
31	C.Y.	335	PLACING TYPE 3 ROCK DITCH LINER	\$ 103.50	\$ 34,672.50	\$ 65.00	\$ 21,775.00
32	EACH	22	PERMANENT SIGN ASSEMBLIES	\$ 262.00	\$ 5,764.00	\$ 209.00	\$ 4,400.00
33	L.F.	300	CHAIN-LINK FENCE (72") (RIGHT-OF-WAY)	\$ 41.00	\$ 12,300.00	\$ 45.00	\$ 13,500.00
34	L.F.	3578	STRAW WATTLE	\$ 4.15	\$ 14,848.70	\$ 5.00	\$ 17,890.00
35	ACRES	2	SEEDING	\$ 1,890.00	\$ 3,780.00	\$ 4,400.00	\$ 8,800.00
36	L.S.	1	WATER POLLUTION CONTROL MANAGER	\$ 5,000.00	\$ 5,000.00	\$ 15,525.00	\$ 15,525.00
<b>TOTAL BASE BID</b>				<b>\$ 709,956.79</b>		<b>\$ 848,955.00</b>	

101	S.Y.	152	CONCRETE SIDEWALK, 4 IN.	\$ 104.00	\$ 15,808.00	\$ 133.00	\$ 20,216.00
102	S.Y.	40	CONCRETE CURB RAMP (INCLUDES DET. WARNING)	\$ 158.00	\$ 6,320.00	\$ 362.00	\$ 14,480.00
103	S.Y.	95	PAVED APPROACH, 7 IN.	\$ 160.00	\$ 15,200.00	\$ 120.00	\$ 11,400.00
104	S.Y.	937	SHOULDER REMOVAL AND RESOTRATION	\$ 40.00	\$ 37,480.00	\$ 42.00	\$ 39,354.00
105	EACH	1	CADDO SUGAR MAPLE / ACER SACCHARUM (2" CAL)	\$ 550.00	\$ 550.00	\$ 713.00	\$ 713.00
106	EACH	1	DAWN REDWOOD / METASEQUOIA GLYPTOSTROBODIES (2" CAL)	\$ 550.00	\$ 550.00	\$ 730.00	\$ 730.00
107	EACH	2	SWAMP WHITE OAK / QUERCUS BICOLOR (2" CAL)	\$ 550.00	\$ 1,100.00	\$ 713.00	\$ 1,426.00
108	EACH	1	BUR OAK / QUERCUS MACROCARPA (2" CAL)	\$ 550.00	\$ 550.00	\$ 713.00	\$ 713.00
109	EACH	1	CHINA BOY HOLLY / ILEX X MESERVEAE 'MESDOB' TM (#5)	\$ 80.00	\$ 80.00	\$ 94.00	\$ 94.00
110	EACH	6	CHINA GIRL HOLLY / ILEX X MESERVEAE 'MESOG' TM (#5)	\$ 870.00	\$ 5,220.00	\$ 94.00	\$ 564.00
111	EACH	24	FEATHER REED GRASS / CALAMAGROSTIS X ACUTIFLORA 'KARL FOERSTER' (#3)	\$ 80.00	\$ 1,920.00	\$ 94.00	\$ 2,256.00
112	EACH	51	SILVERY SUNPROOF LIRIOPE / LIRIOPE MUSCARIS (#1)	\$ 60.00	\$ 3,060.00	\$ 23.00	\$ 1,173.00
113	EACH	166	YELLOW STONECROP / SEDUM RUPESTRE 'ANGELINA' (4" POT)	\$ 44.00	\$ 7,304.00	\$ 20.00	\$ 3,320.00
114	EACH	3	COLLAPSABLE BOLLARD	\$ 1,000.00	\$ 3,000.00	\$ 1,500.00	\$ 4,500.00
115	EACH	25	PAINTED SHARED ROAD SYMBOL	\$ 95.00	\$ 2,375.00	\$ 21.00	\$ 525.00
116	EACH	1	BIKE BOX STREET MARKING	\$ 1,675.00	\$ 1,675.00	\$ 312.00	\$ 312.00
117	L.F.	433	PAVEMENT MARKING, 6" WHITE (PAINT)	\$ 6.70	\$ 2,901.10	\$ 0.40	\$ 173.20
118	L.F.	78	PAVEMENT MARKING, 24" WHITE (PAINT)	\$ 27.00	\$ 2,106.00	\$ 1.50	\$ 117.00
119	L.F.	40	PAVEMENT MARKING, 4" YELLOW (PAINT)	\$ 4.50	\$ 180.00	\$ 0.30	\$ 12.00
<b>TOTAL BID ALTERNATE</b>				<b>\$ 107,379.10</b>		<b>\$ 102,078.20</b>	
<b>TOTAL BASE BID + BID ALTERNATE</b>				<b>\$ 817,335.89</b>		<b>\$ 951,033.20</b>	

# BELTON NEXUS TRAIL IMPROVEMENTS

STP 3356 (403)

CITY OF BELTON, MISSOURI

Item No.	Unit	Quantity	Item Description:	ENGINEER'S ESTIMATE	
				Unit	Extension
1	L.S.	1	MOBILIZATION	\$ 50,000.00	\$ 50,000.00
2	L.S.	1	REMOVAL OF IMPROVEMENTS	\$ 10,000.00	\$ 10,000.00
3	C.Y.	1426	UNCLASSIFIED EXCAVATION	\$ 20.00	\$ 28,520.00
4	C.Y.	1015	COMPACTING EMBANKMENT	\$ 8.00	\$ 8,120.00
5	C.Y.	253	EMBANKMENT IN PLACE	\$ 15.00	\$ 3,795.00
6	S.Y.	2508	CONCRETE SIDEWALK, 4 IN.	\$ 38.00	\$ 95,304.00
7	S.Y.	1233	CONCRETE SIDEWALK, 6 IN. (REINFORCED)	\$ 60.00	\$ 73,980.00
8	S.Y.	3016	TYPE 5 AGGREGATE FOR BASE (4 IN THICK) (PUGGED)	\$ 6.50	\$ 19,604.00
9	S.Y.	147	CONCRETE CURB RAMP (INCLUDES DET. WARNING)	\$ 125.00	\$ 18,375.00
10	L.F.	150	CONCRETE CURB AND GUTTER	\$ 28.00	\$ 4,200.00
11	S.Y.	143	PAVED APPROACH, 8 IN.	\$ 72.00	\$ 10,296.00
12	S.Y.	262	MECHANICALLY STABILIZED EARTH WALL SYSTEM	\$ 50.00	\$ 13,100.00
13	L.F.	133	48" PEDESTRIAN FENCE	\$ 90.00	\$ 11,970.00
14	EACH	1	ADJUSTING MANHOLE - SANITARY	\$ 1,500.00	\$ 1,500.00
15	EACH	3	BICYCLE RACK	\$ 800.00	\$ 2,400.00
16	EACH	1	BENCH (6 FT.)	\$ 1,200.00	\$ 1,200.00
17	EACH	2	LUMINAIRE AND POLE ASSEMBLY - SOLAR	\$ 6,000.00	\$ 12,000.00
18	L.F.	6.5	PRECAST DROP INLET, 5 FT X 3 FT. (TYPE S-1)	\$ 800.00	\$ 5,200.00
19	EACH	4	CONCRETE COLLAR	\$ 1,200.00	\$ 4,800.00
20	L.F.	111	18" CMP EXTENSION	\$ 60.00	\$ 6,660.00
21	EACH	1	18" CMP END SECTION	\$ 450.00	\$ 450.00
22	EACH	2	BEVELED PIPE AND END TREATMENT	\$ 1,000.00	\$ 2,000.00
23	L.F.	86	24" CMP	\$ 80.00	\$ 6,880.00
24	EACH	1	24" CMP END SECTIONS	\$ 500.00	\$ 500.00
25	L.F.	118	36" CMP EXTENSION	\$ 85.00	\$ 10,030.00
26	EACH	1	36" CMP END SECTIONS	\$ 900.00	\$ 900.00
27	L.F.	4	24" RCP EXTENSION	\$ 170.00	\$ 680.00
28	EACH	1	24" RCP END SECTION	\$ 1,200.00	\$ 1,200.00
29	C.Y.	4	ROCK LINING (18" THICK)	\$ 250.00	\$ 1,000.00
30	C.Y.	335	FURNISHING TYPE 3 ROCK DITCH LINER	\$ 40.00	\$ 13,400.00
31	C.Y.	335	PLACING TYPE 3 ROCK DITCH LINER	\$ 20.00	\$ 6,700.00
32	EACH	22	PERMANENT SIGN ASSEMBLIES	\$ 150.00	\$ 3,300.00
33	L.F.	300	CHAIN-LINK FENCE (72") (RIGHT-OF-WAY)	\$ 25.00	\$ 7,500.00
34	L.F.	3578	STRAW WATTLE	\$ 4.00	\$ 14,312.00
35	ACRES	2	SEEDING	\$ 1,500.00	\$ 3,000.00
36	L.S.	1	WATER POLLUTION CONTROL MANAGER	\$ 3,000.00	\$ 3,000.00
<b>TOTAL BASE BID</b>				<b>\$</b>	<b>455,876.00</b>

101	S.Y.	152	CONCRETE SIDEWALK, 4 IN.	\$ 38.00	\$ 5,776.00
102	S.Y.	40	CONCRETE CURB RAMP (INCLUDES DET. WARNING)	\$ 125.00	\$ 5,000.00
103	S.Y.	95	PAVED APPROACH, 7 IN.	\$ 68.00	\$ 6,460.00
104	S.Y.	937	SHOULDER REMOVAL AND RESOTRATION	\$ 25.00	\$ 23,425.00
105	EACH	1	CADDU SUGAR MAPLE / ACER SACCHARUM (2" CAL)	\$ 450.00	\$ 450.00
106	EACH	1	DAWN REDWOOD / METASEQUOIA GLYPTOSTROBODIES (2" CAL)	\$ 450.00	\$ 450.00
107	EACH	2	SWAMP WHITE OAK / QUERCUS BICOLOR (2" CAL)	\$ 450.00	\$ 900.00
108	EACH	1	BUR OAK / QUERCUS MACROCARPA (2" CAL)	\$ 450.00	\$ 450.00
109	EACH	1	CHINA BOY HOLLY / ILEX X MESERVEAE 'MESDOB' TM (#5)	\$ 65.00	\$ 65.00
110	EACH	6	CHINA GIRL HOLLY / ILEX X MESERVEAE 'MESOG' TM (#5)	\$ 65.00	\$ 390.00
111	EACH	24	FEATHER REED GRASS / CALAMAGROSTIS X ACUTIFLORA 'KARL FOERSTER' (#3)	\$ 50.00	\$ 1,200.00
112	EACH	51	SILVERY SUNPROOF LIRIOPE / LIRIOPE MUSCARIS (#1)	\$ 15.00	\$ 765.00
113	EACH	166	YELLOW STONECROP / SEDUM RUPESTRE 'ANGELINA' (4" POT)	\$ 15.00	\$ 2,490.00
114	EACH	3	COLLAPSABLE BOLLARD	\$ 1,200.00	\$ 3,600.00
115	EACH	25	PAINTED SHARED ROAD SYMBOL	\$ 200.00	\$ 5,000.00
116	EACH	1	BIKE BOX STREET MARKING	\$ 500.00	\$ 500.00
117	L.F.	433	PAVEMENT MARKING, 6" WHITE (PAINT)	\$ 1.00	\$ 433.00
118	L.F.	78	PAVEMENT MARKING, 24" WHITE (PAINT)	\$ 1.00	\$ 78.00
119	L.F.	40	PAVEMENT MARKING, 4" YELLOW (PAINT)	\$ 1.00	\$ 40.00
<b>TOTAL BID ALTERNATE</b>				<b>\$</b>	<b>57,472.00</b>

**TOTAL BASE BID + BID ALTERNATE** \$ **513,348.00**

# **SECTION VI**

# **K**

**AN ORDINANCE APPROVING THE FINAL PLAT OF TRADITIONS 2<sup>ND</sup> PLAT, TRACT P, A 1.85-ACRE TRACT OF LAND, LOCATED ON PART OF GOVERNMENT LOT 2 OF THE SW ¼ OF SECTION 18, TOWNSHIP 46 NORTH, RANGE 32 WEST, IN THE CITY OF BELTON, CASS COUNTY, MISSOURI.**

**WHEREAS**, this 1.85 acre tract of land is owned by Sallee Development; and

**WHEREAS**, the Traditions redevelopment has been previously approved by the City Council including Traditions 1<sup>st</sup> Plat, redevelopment plan and development agreement on June 28, 2016; and

**WHEREAS**, the final plat of Traditions 2<sup>nd</sup> Plat, Tract P represents the Tract, attached as **Exhibit A**, where the neighborhood swimming pool, pool house, and playground will be constructed. **Exhibits B1** and **B2** are attached for reference as to overall location and design of pool area; and

**WHEREAS**, it is the Planning Commission's responsibility to review and approve, approve conditionally, or disapprove plats within a reasonable time after submission; and

**WHEREAS**, the Final Plat herein described was reviewed by staff and duly presented to the Belton Planning Commission at a regular meeting held on February 6, 2017; and

**WHEREAS**, the Belton Planning Commission voted unanimously to recommend approval of the Final Plat of Traditions 2<sup>nd</sup> Plat, Tract P, to the City Council.

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

**Section 1.** That the Final Plat of Traditions 2<sup>nd</sup> Plat, Tract P, 1.85-acre tract of land, located at Shane Lane and Traditions Parkway, in the City of Belton, Missouri, herein attached and incorporated into this Ordinance as **Exhibit A**, is hereby accepted and approved and that the appropriate city officials are hereby authorized to execute same.

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

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

READ FOR THE FIRST TIME: March 28, 2017

READ FOR THE SECOND TIME AND PASSED:

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

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

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

ATTEST:

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

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

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

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

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





**FINAL PLAT / SITE PLAN - TRADITIONS  
TRADITIONS 2<sup>ND</sup> PLAT  
PLANNING COMMISSION  
MONDAY, FEBRUARY 6, 2017 – 6:00 P.M.  
CITY HALL ANNEX, 520 MAIN STREET**

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Assigned staff: Melinda Bolling, City Planner

**CASE #FP17-02**

Consideration of a Final Plat and Site Plan approval for Traditions 2<sup>nd</sup> Plat, a 1.85 acre(s), R-3PUD development, located in the Traditions Subdivision on the east side of Mullen Road.

**BACKGROUND**

Traditions representatives met with the development review committee to discuss and review the elements of the plat and the layout of the site. The developer is now prepared to move forward in the development process and has submitted a final plat in conjunction with a site plan.

**REVIEW**

The site will consist of a community pool for the subdivision.

**STAFF RECOMMENDATION**

Staff finds the final plat to be in accordance with Section 36 of the Belton Unified Development Code, therefore, supports a recommendation to approve the Final Plat and site plan of the Traditions 2<sup>nd</sup> Plat.

NOTE: Pursuant to Section 36-37 of the Unified Development Code, if a final plat is not recorded within one year of the date of the Planning Commission's approval of the final plat, the approval shall become null and void and a new final plat must be submitted to the commission and the governing body for their consideration. No building shall be occupied until the final plat has been recorded with the Cass County Recorder's Office.

**PLANNING COMMISSION ACTION**

1. Motion to recommend **approval** of the Final Plat and site plan of the Traditions 2<sup>nd</sup> Plat.
2. Motion to recommend **denial** of the Final Plat and site plan of the Traditions 2<sup>nd</sup> Plat.
3. Motion to **continue** the case pending additional information.

Traditions Pool  
FP17-02



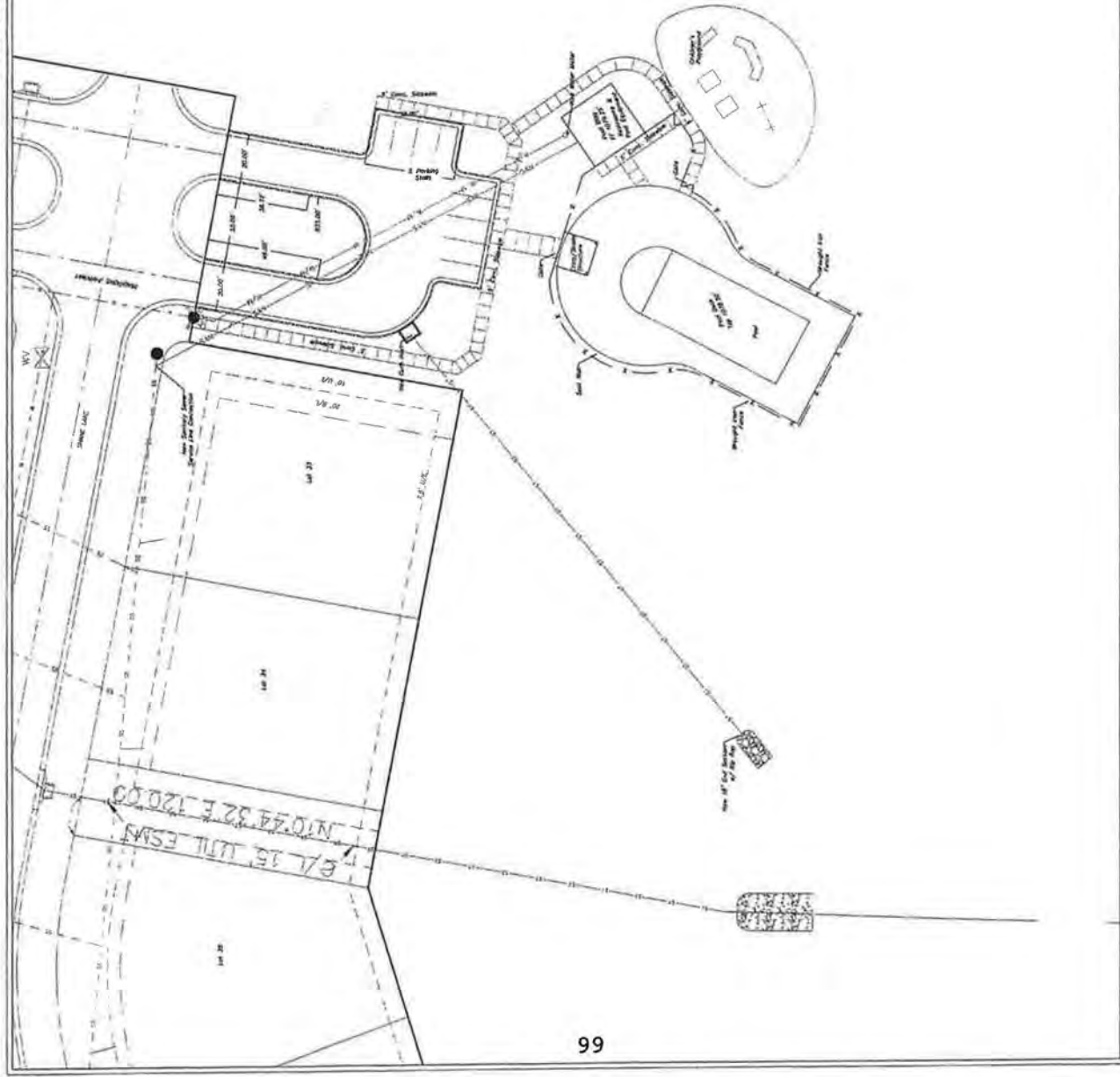
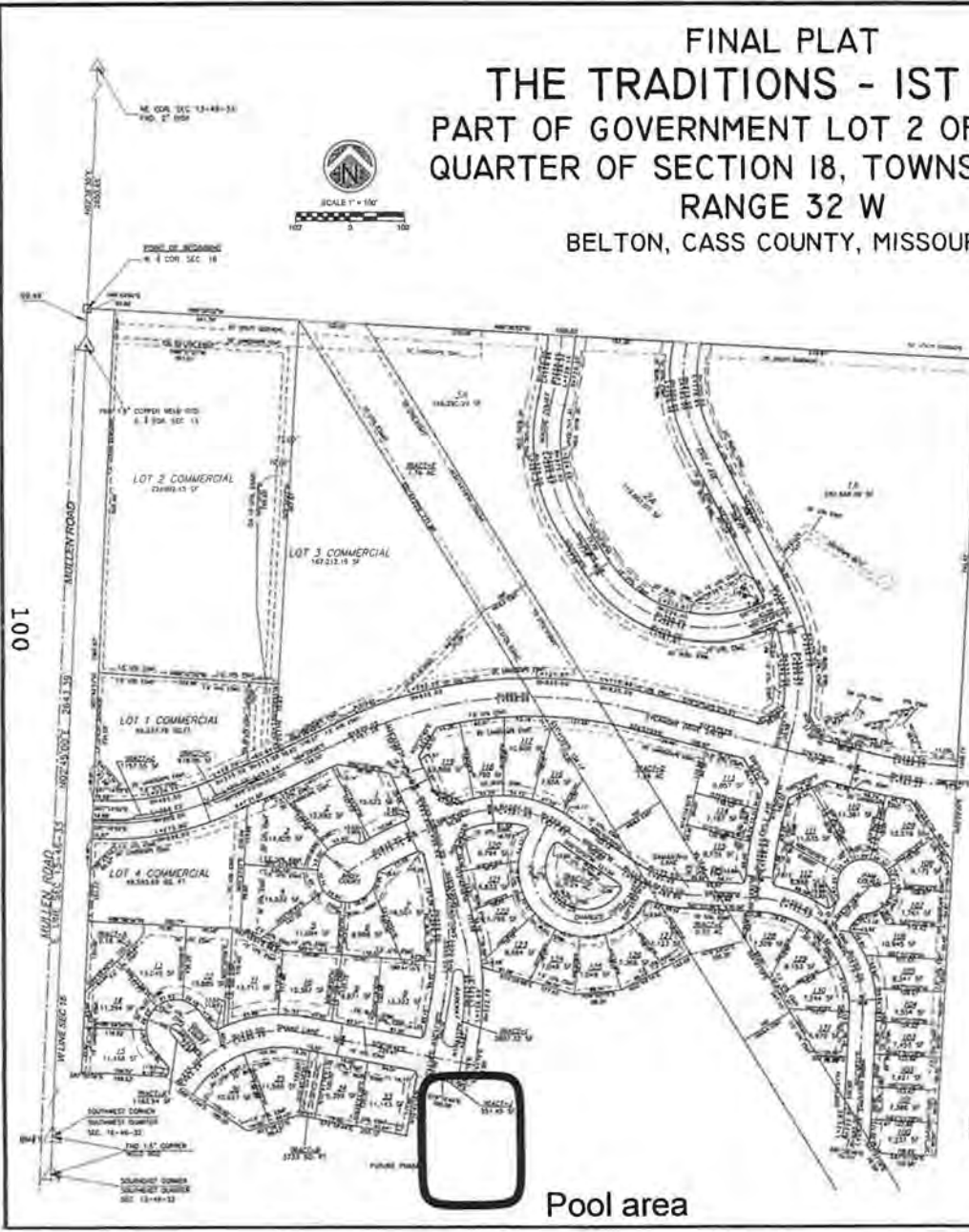


Exhibit B1

**FINAL PLAT**  
**THE TRADITIONS - 1ST PLAT**  
 PART OF GOVERNMENT LOT 2 OF THW SW  
 QUARTER OF SECTION 18, TOWNSHIP 46 N,  
 RANGE 32 W  
 BELTON, CASS COUNTY, MISSOURI



**DEDICATION:**  
 THE UNDERSIGNED PROPRIETORS OF THE REAL ESTATE DESCRIBED HEREIN HAVE CAUSED THE SAME TO BE SUBDIVIDED IN THE MANNER SHOWN ON THIS PLAT, WHICH SUBDIVISION AND PLAT SHALL HEREAFTER BE KNOWN AS THE TRADITIONS - 1ST PLAT. IT SHALL BE SUFFICIENT DESCRIPTION OF EACH LOT PLATTED HEREON TO BE DESIGNATED BY THE NUMBER WHICH APPEARS ON EACH LOT FOLLOWED BY THE WORDS "THE TRADITIONS - 1ST PLAT."

**EASEMENTS:**  
 AN EASEMENT IS HEREBY GRANTED TO BELTON, MISSOURI, FOR THE PURPOSE OF LOCATING, CONSTRUCTING, OPERATING AND MAINTAINING FACILITIES FOR WATER, GAS, ELECTRICITY, SEWERAGE, TELEPHONE, CABLE TV AND SURFACE DRAINAGE INCLUDING BUT NOT LIMITED TO, UNDERGROUND PIPES AND CONDUITS, PAD MOUNTED TRANSFORMERS, SERVICE PEDSTALS, ANY OR ALL OF THEM UPON, OVER, UNDER AND ALONG THE STRIPS OF LAND DESIGNATED UTILITY EASEMENTS (S); WHERE OTHER EASEMENTS ARE DESIGNATED FOR A PARTICULAR PURPOSE, THE USE THEREOF SHALL BE LIMITED TO THAT PURPOSE ONLY. ALL THE ABOVE EASEMENTS SHALL BE KEPT FREE FROM ANY AND ALL OBSTRUCTIONS WHICH WOULD INTERFERE WITH THE CONSTRUCTION OR RECONSTRUCTION AND PROPER, SAFE AND CONTINUOUS MAINTENANCE OF THE FOREGOING USES AND SPECIFICALLY THERE SHALL NOT BE BUILT THEREON OR THEREOVER ANY STRUCTURE (EXCEPT DRIVEWAYS, PADDED AREAS, GRASSES, SIDEWALKS AND FENCES, WITH THE EXCEPTION OF DRAINAGE EASEMENTS (S); WHERE NO FENCES SHALL BE ERECTED) NOR SHALL THERE BE ANY OBSTRUCTION TO INTERFERE WITH THE AGENTS AND EMPLOYEES OF BELTON, MISSOURI AND ITS FRANCHISED UTILITIES FROM GOING UPON SAID EASEMENT AND AS MUCH OF THE ADJOINING LOTS AS MAY BE REASONABLY NECESSARY IN EXERCISING THE RIGHTS GRANTED TO THE EASEMENTS. NO EXCAVATION OR FILL SHALL BE MADE OR OPERATION OF ANY KIND OR NATURE SHALL BE PERFORMED WHICH WILL REDUCE OR INCREASE THE EARTH COVERAGE OVER UTILITIES ABOVE STATED OR THE APPEARANCES THEREOF WITHOUT THE WRITTEN APPROVAL OF THE DIRECTOR OF PUBLIC WORKS, AS TO ALL EASEMENTS DEDICATED TO THE CITY.

**BUILDING LINES:**  
 BUILDING LINES OR SET BACK LINES ARE HEREBY ESTABLISHED, AS SHOWN ON THE ACCOMPANYING PLAT, AND NO BUILDING OR PORTION THEREOF SHALL BE BUILT BETWEEN THIS LINE AND THE LOT LINE NEAREST THEREOF.

**STREETS:**  
 STREETS SHOWN ON THIS PLAT AND NOT HERETOFORE DEDICATED FOR PUBLIC USE AS FREEWAY RIGHT-OF-WAY ARE HEREBY SO DEDICATED.

**TRACTS A THRU K AND LOTS 1A, 2A & 3A**  
 SAID TRACTS AND LOTS SHALL BE THE RESPONSIBILITY OF THE H.O.A. AND MAINTAINED BY THE H.O.A. THESE AREAS SHALL PROVIDE FOR UTILITIES, SIDEWALKS, TRAILS AND COMMON GRADE FOR THE RESIDENTS.

**CITY OF BELTON, MISSOURI:**  
**PLANNING COMMISSION:**  
 THIS PLAT OF THE TRADITIONS - 1ST PLAT, HAS BEEN SUBMITTED TO AND APPROVED BY THE BELTON PLANNING COMMISSION THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

**FERRY SORCH, CHAIRMAN** ASSISTANT CITY ADMINISTRATOR, BRAD FOSTER  
**BOARD OF ALDERMEN:**  
 THIS IS TO CERTIFY THAT THE WITHIN PLAT WAS DULY SUBMITTED TO AND APPROVED BY THE BOARD OF ALDERMEN OF THE CITY OF BELTON, MISSOURI BY ORDINANCE NO. \_\_\_\_\_ DULY AUTHORIZED AS PASSED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

**BOB COOM, MAYOR**

**RATH LEOPOLD, CITY CLERK**

**IN TESTIMONY WHEREOF:**  
 THE UNDERSIGNED OWNERS HAVE SUBSCRIBED THEIR NAMES ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.  
 FRONTIER LAND DEVELOPMENT, L.L.C.

**MEMBER**  
**NOTARY CERTIFICATION:**  
 STATE OF \_\_\_\_\_  
 COUNTY OF \_\_\_\_\_

**BE IT REMEMBERED THAT ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, CAME FRONTIER LAND DEVELOPMENT, L.L.C. MEMBERS TO ME PERSONALLY KNOWN TO BE THE SAME PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT OF WRITING AND DULY ACKNOWLEDGED THE EXECUTION OF SAME. IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY NOTARY SEAL, THE DAY AND YEAR ABOVE WRITTEN.**

**MY COMMISSION EXPIRES \_\_\_\_\_**  
 \_\_\_\_\_ NOTARY PUBLIC

*FUTURE PROPOSED TALL GRASSES - DEVELOPMENT (TO-YOU-T UNKNOWN)*

**BENCHMARK**  
 DWT  
 D.W. 1058 13  
 13" COPPER BOLT SET  
 BY CORNER OF SEC. 18, T.46, R.32  
 THROUGH 44, MAR 22

**Pool area**

**SCALES**

PLAN PROFILE  
 1" = 100' NA

**BENCHMARK**  
 DWT

NO.	DESCRIPTION	DATE	BY

**ENGINEERING SOLUTIONS**  
 ENGINEERS & SURVEYORS

317 SHILSHIRE  
 BELTON, MISSOURI 64603  
 PHONE (816) 635-8483  
 FAX (816) 635-8429

**FINAL PLAT**  
**THE TRADITIONS**  
 PHASE 1  
 BELTON, CASS COUNTY, MISSOURI  
 FRONTIER LAND DEVELOPMENT, L.L.C.

PROJECT NAME	THE TRADITIONS
DATE	MARCH 31, 2008
SHEET	1
OF	2





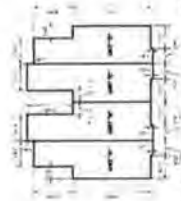
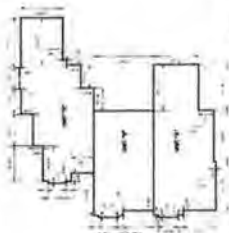
DATE: 11-27-2008  
 DRAWN BY: J. L. BROWN  
 CHECKED BY: J. L. BROWN  
 PROJECT NO.: 08-001



FUTURE PROPOSED TALL  
 GRAVESTONE DEVELOPMENT  
 (LAYOUT UNKNOWN)

- NOTES**
1. ALL DIMENSIONS ARE IN FEET AND INCHES.
  2. ALL DISTANCES ARE TO THE CENTERLINE UNLESS OTHERWISE NOTED.
  3. ALL CORNER POINTS ARE TO BE SET AND MARKED AT THE TIME OF CONSTRUCTION.
  4. ALL UTILITIES ARE TO BE DEPTH MARKED AND PROTECTED.
  5. ALL EXISTING UTILITIES ARE TO BE MAINTAINED AND PROTECTED.
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- LEGEND**
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  - 6. 1" = 320' SCALE
  - 7. 1" = 640' SCALE
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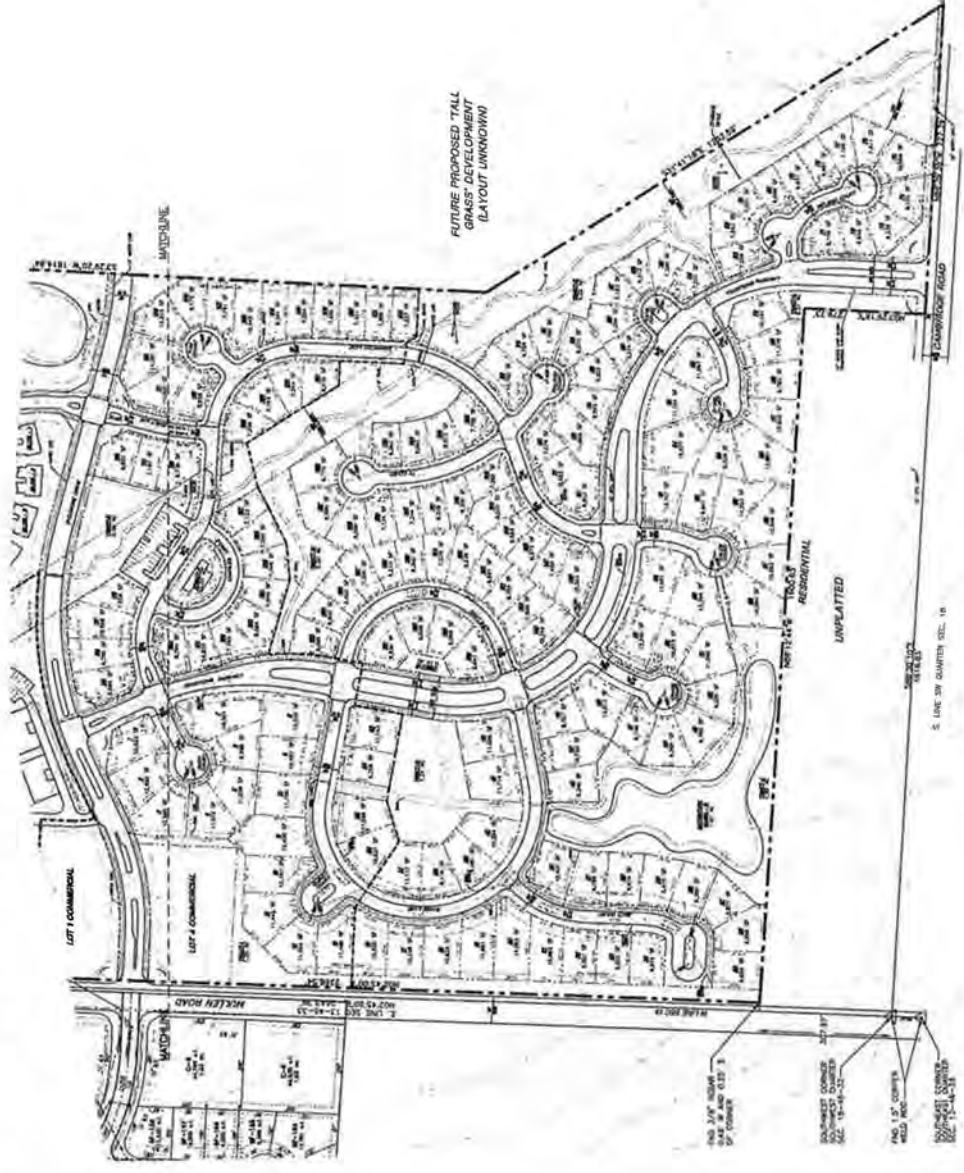
TYP. MULTI-FAMILY QUADPLEX UNITS TYP. MULTI-FAMILY CLUSTER UNITS

**LEGAL DESCRIPTION**

SECTION 127 - 1/4 SEC. 127, TOWNSHIP 16N, RANGE 10E, CO. OF BELLEVILLE, MISSOURI. THIS SUBDIVISION IS BEING FILED FOR RECORD AS A FIRST-LIEN MORTGAGE IN FAVOR OF THE BANK OF AMERICA, NATIONAL ASSOCIATION, MEMPHIS, TENNESSEE. THE SUBDIVISION IS BEING FILED FOR RECORD AS A FIRST-LIEN MORTGAGE IN FAVOR OF THE BANK OF AMERICA, NATIONAL ASSOCIATION, MEMPHIS, TENNESSEE. THE SUBDIVISION IS BEING FILED FOR RECORD AS A FIRST-LIEN MORTGAGE IN FAVOR OF THE BANK OF AMERICA, NATIONAL ASSOCIATION, MEMPHIS, TENNESSEE.

**LEGAL DESCRIPTION**

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FUTURE PROPOSED "TALL GRASS" DEVELOPMENT LAYOUT UNKNOWN



**LEGEND**

- 1. 1/4" = 100' SCALE
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- 3. 3/4" = 100' SCALE
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**BENCHMARK**

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**PRELIMINARY**  
CONSTRUCTION

**THE TRADITIONS**  
PRELIMINARY PLAT  
NORTHEAST CORNER OF MULLEN & CAMBRIDGE ROADS  
BELTON, MISSOURI

**PRELIMINARY PLAT**  
DATE: 12-15-13  
BY: [Signature]  
SCALE: AS SHOWN

**REVISIONS**

NO.	DATE	DESCRIPTION
1	12-15-13	INITIAL DESIGN
2	12-15-13	FINAL DESIGN

**PROJECT NO.** 13-012-2000  
**CLIENT** [Name]  
**ADDRESS** [Address]  
**CITY** [City]





# **SECTION VI**

## **L**

**AN ORDINANCE AUTHORIZING AND APPROVING AN AMENDMENT TO THE SUNGARD PUBLIC SECTOR, INC. AGREEMENT-SCHEDULE "A" AND THE PURCHASE OF ANALYTICS NOW SOFTWARE MODULE FOR THE FINANCE DEPARTMENT.**

**WHEREAS**, on June 14, 2011, under Ordinance Number 2011-3726, the City of Belton entered into an agreement with SunGard Public Sector for the purchase of financial software applications; and

**WHEREAS**, a third party program called COGNOS Report Writer is used to created reports in conjunction with the SunGard Public Sector applications; and

**WHEREAS**, SunGard Public Sector will no longer support COGNOS Report Writer after May 1, 2018; and

**WHEREAS**, Analytics NOW is a sole source purchase and will work with SunGard Public Sector to create the required reports; and

**WHEREAS**, the purchase of Analytics NOW will be an add-on to the existing agreement between the City of Belton and SunGard Public Sector found in Sechedule A, pertaining to Application Service Provider services; and

**WHEREAS**, the \$29,400 cost has been budgeted in the FY2018 City of Belton budget for this purchase.

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

**SECTION 1.** That the City Council hereby authorizes and approves the amendment to the Public Sector, Inc. Agreement-Schedule "A", herein attached and incorporated as **Exhibit A** to this ordinance.

**SECTION 2.** That the City Council hereby authorizes and approves the purchase of Analytics NOW from SunGard Public Sector, Inc. for the City's financial software system.

**SECTION 3.** That the Assistant City Manager is authorized to sign any documents necessary to order and implement the purchase of this software on behalf of the City of Belton.

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

**SECTION 5.** That this Ordinance shall be in full force and effect from and after the date of its passage and approval.

READ FOR THE FIRST TIME: March 28, 2017

READ FOR THE SECOND TIME AND PASSED:

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

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

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

ATTEST:

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

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

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

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

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

**SUNGARD®**  
PUBLIC SECTOR



**Add-On Quote**

**Quote Prepared By:**

Denise Pratt  
1000 Business Center Drive  
Lake Mary, FL 32746  
Phone: (800) 727-8088 Fax: (407) 304-3301  
Email: denise.pratt@sungardps.com

**Quote Prepared For:**

Susan Braun, Accounting Manager  
City of Belton  
506 Main Street  
64012, MO Belton  
(816) 331-4331

<b>Quote</b>	<b>Date</b>	<b>Valid Until</b>
Q-00021833	10/25/2016	12/30/2016

**Third Party Hosted Annual Accessed Products**

Product Code	Product Name	Quantity
ANLC-NOW	Analytics NOW	1

**Professional Services**

**Services**

Product Code	Product Name	Proj Mgmt	Installation	Tech Svcs	Training	Impl Svcs	Consulting	Development	Total Services
ANLC-NOW-SPS	Analytics NOW SunGard Public Sector Services	Ext Price: 1,280.00	-	-	-	-	-	-	1,280.00
		<b>Totals: \$1,280.00</b>	-	-	-	-	-	-	<b>\$1,280.00</b>

**Third Party**

Product Code	Product Name	Proj Mgmt	Installation	Tech Svcs	Training	Impl Svcs	Consulting	Development	Total Services
ANLC-NOW-S	Analytics NOW Services	Ext Price: -	2,800.00	-	9,000.00	-	-	-	11,800.00
ANLC-WKSP	Analytics NOW Workshop	Ext Price: -	-	-	7,000.00	-	-	-	7,000.00
		<b>Totals: -</b>	<b>\$2,800.00</b>	-	<b>\$16,000.00</b>	-	-	-	<b>\$18,800.00</b>

**Product & Services**

	<b>Professional Services:</b>	\$1,280.00
	<b>Third Party Cloud Annual Access Fees:</b>	\$7,320.00
	<b>Third Party Contract Startup Fees:</b>	\$2,000.00
	<b>Third Party Professional Services:</b>	\$18,800.00
	<b>Subtotal:</b>	<b>\$29,400.00</b>
	<b>Total:</b>	<b>\$29,400.00</b>

**Product Notes**

101

**Payment terms as follows, unless otherwise notated below for Special Payment Terms by Product:**

License, Project Planning, Project Management, Consulting, Technical Services, Conversion, Third Party Product Software and Hardware Fees are due upon execution of this Quote. Training fees and Travel & Living expenses are due as incurred monthly. Installation is due upon completion. Custom Modifications, System Change Requests or SOWs for customization, and Third Party Product Implementation Services fees are due 50% on execution of this Quote and 50% due upon invoice, upon completion. Unless otherwise provided, other Professional Services are due monthly, as such services are delivered. Additional services, if requested, will be invoiced at then-current rates. Any shipping charges shown are estimated only and actual shipping charges will be due upon invoice, upon delivery.

Annual Subscription Fee(s): Initial annual subscription fees are due 100% on the Execution Date. The initial annual subscription term for any subscription product(s) listed above shall commence on the Execution Date of this Agreement and extend for a period of one (1) year. Thereafter, the subscription terms shall automatically renew for successive one (1) year terms, unless either party gives the other party written notice of non-renewal at least sixty (60) days prior to expiration of the then-current term. The then-current fee will be specified by SunGard Public Sector in an annual invoice to Customer thirty (30) days prior to the expiration of then-current annual period.

SunGard Public Sector Application Annual Support: Customer is committed to the initial term of Maintenance and Support Services for which the support fee is included in the License fee(s) and begins upon execution of this Quote and extends for a twelve (12) month period. Subsequent terms of support will be for twelve (12) month periods, commencing at the end of the prior support period. Support fees shown are for the second term of support for which SunGard Public Sector is committed and which shall be due prior to the start of that term. Fees for subsequent terms of support will be due prior to the start of each term at the then-prevailing rate. Subsequent terms will renew automatically until such time SunGard Public Sector receives written notice from the Customer thirty (30) days prior to the expiration of the then current term. Notification of non-renewal is required prior to the start of the renewal term. Customer will be invoiced, and payment is due, upon renewal.

Third Party Product Annual Support Fees: The support fee for the initial annual period is included in the applicable Third Party Product License fees(s) unless otherwise stated. Subsequent terms invoiced by SunGard Public Sector will renew automatically at then-prevailing rates until such time SunGard Public Sector receives written notice of non-renewal from the Customer ninety (90) days in advance of the expiration of the then-current term. Notification of non-renewal is required prior to the start of the renewal term. Customer will be invoiced, and payment is due, upon renewal. As applicable for certain Third Party Products that are invoiced directly by the third party to Customer, payment terms for any renewal term(s) of support shall be as provided by the third party to Customer.

Applicable Start-up Fees are due upon execution of this Quote. Initial Annual Access Fees are due upon execution of this Quote and will be invoiced pro-rata to coincide with Customer's Annual Renewal Date. Subsequent Annual Access Fees will be invoiced each year thereafter on the anniversary of Customer's Annual Renewal Date.

**Additional Terms:**

This Add-On Quote constitutes a supplemental Schedule A-Order Form amendment to the existing Agreement (the "Agreement") by and between SunGard Public Sector and Customer which pertains to Application Service Provider (ASP) services. Unless otherwise stated below, all terms and conditions as stated in the Agreement shall remain in effect.

Applicable taxes are not included, and, if applicable, will be added to the amount in the payment of invoice(s) being sent separately. Travel and living expenses are in addition to the prices quoted above and shall be governed by the SunGard Public Sector Travel Policy.

Preprinted conditions and all other terms not included in this Quote or in the Contract and Agreement, stated on any purchase order or other document submitted hereafter by Customer are of no force or effect, and the terms and conditions of the Contract and Agreement and any amendments thereto shall control unless expressly accepted in writing by SunGard Public Sector to Customer.

SunGard Public Sector's "Cloud" Products identified above are application Modules to be hosted by SunGard Public Sector.

Third party hardware/software maintenance and/or warranty will be provided by the third party hardware and software manufacturer(s). SunGard Public Sector makes no representations as to expected performance, suitability, or the satisfaction of Customer's requirements with respect to the hardware or other third party products specified in this Quote. The return and refund policy of each individual third party hardware/software supplier shall apply.

This Agreement is based on the current licensing policies of each third party software manufacturer as well as all hardware manufacturers. In the event that a manufacturer changes any of these respective policies or prices, SunGard Public Sector reserves the right to adjust this proposal to reflect those changes.

Pricing for professional services provided under this quote is a good faith estimate based on the information available to SunGard Public Sector at the time of execution of this Quote. The total amount that Customer will pay for these services will vary based on the actual number of hours of services required to complete the services. If required, additional services will be provided on a time and materials basis at hourly rates equal to SunGard Public Sector's then-current rates for the services at issue.

For training and on-site project management sessions which are cancelled at the request of Customer within fourteen (14) days of the scheduled start date, Customer is responsible for entire price of the training or on-site project management plus incurred expenses.

Large empty rectangular box for signature and date.

110

City of Belton

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Printed Name: \_\_\_\_\_

SunGard Public Sector

# **SECTION VI**

## **M**

**BILL NO. 2017-40**

**ORDINANCE NO. 2017-**

**AN ORDINANCE AUTHORIZING AND APPROVING THE LABOR AGREEMENT BETWEEN THE CITY OF BELTON, MISSOURI AND THE FRATERNAL ORDER OF POLICE WEST CENTRAL MISSOURI REGIONAL LODGE #50.**

**WHEREAS**, the City of Belton recognized the Fraternal Order of Police West Central Lodge #50 (hereinafter referred to as "Lodge") as the exclusive bargaining unit for the full time sworn law enforcement officers of the rank of Sergeant and below on February 9, 2016 under Resolution No. R2016-05; and

**WHEREAS**, the City's and Lodge's negotiating teams have been negotiating the terms and conditions of the Labor Agreement since March 2016; and

**WHEREAS**, the City Council believes that the Labor Agreement, herein attached and incorporated as **Exhibit "A"** to this ordinance, is a fair representation of the rights and responsibilities of the City, Management, Lodge and full time sworn law enforcement officers of the rank of Sergeant and below.

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

**SECTION 1.** That the Labor Agreement, herein attached to and incorporated in this Ordinance as **Exhibit "A"**, is hereby approved.

**SECTION 2.** That the City Manager is authorized and directed to execute the Labor Agreement on behalf of the City.

**SECTION 3.** That this ordinance shall be in full force and effect from and after its passage and approval and upon the approval of the Labor Agreement by the Lodge membership.

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

READ FOR THE FIRST TIME:     March 28, 2017

READ FOR THE SECOND TIME AND PASSED:     March 28, 2017

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

Approved this 28<sup>th</sup> day of March, 2017.



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

ATTEST:

\_\_\_\_\_  
Patricia 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 that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the 28<sup>th</sup> day of March, 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 28<sup>th</sup> day of March, 2017, after the second reading thereof by the following vote, to-wit:

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

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

**CITY OF Belton, MISSOURI**

**AND**

**FRATERNAL ORDER OF POLICE  
WEST CENTRAL MISSOURI REGIONAL**

**LODGE # 50**



**201\_\_ -201\_\_**

**LABOR AGREEMENT**

## **Article I. Preamble**

### **Section 1.01 Parties**

This agreement has been developed by the Fraternal Order of Police, West Central Missouri Regional Lodge #50, herein called the "Lodge," and the City of Belton, Missouri, herein called the "City."

### **Section 1.02 Conflicts**

In the event that any provision of this Agreement conflicts with the City's-Personnel Code, with any of the policies and procedures of the City's Police Department (hereinafter, the "Department,"), or with any other written directives issued by management, the provisions of this Agreement shall be controlling.

### **Section 1.03 Definitions**

As used throughout this agreement, the term "working days" shall mean Monday through Friday, excluding holidays.

## **Article II. Recognition**

### **Section 2.01 Bargaining Unit**

The City recognizes the Lodge as the exclusive bargaining representative for all full-time sworn law enforcement officers of the rank of Sergeant and below.

### **Section 2.02 Added Classification**

In the event any new full-time sworn job classification is added to the Department of the rank of Sergeant or below, the City will bargain with the Lodge regarding whether the new job classification should be included in the bargaining unit. If the position is added to the bargaining unit, the City will further bargain with the Lodge regarding the duties and wage scale for the classification.

### **Section 2.03 Non-Discrimination**

The Parties acknowledge and agree that there shall be no discrimination against or harassment of any employee by either party due to the employee's race, gender, color, national origin, religion, age, disability, sexual orientation, military service status, Lodge membership status or lawful Lodge activities, genetic information, marital status, political affiliation, political activity consistent with federal, state, and local law, or membership in any other category or classification that is protected by law.

## **Article III. Management Rights**

### **Section 3.01 Management Rights**

Except as otherwise expressly provided in this Agreement, the City retains the right to manage the Department, including but not limited to the right to:

- (a) Determine the mission of the City and the Department;
- (b) Direct the working forces;
- (c) Hire, classify, assign, promote, and transfer employees;
- (d) Suspend, demote, discipline, and discharge employees for just cause as defined herein;
- (e) Relieve employees from duty because of lack of work or other legitimate reasons;
- (f) Change existing methods, operations, facilities, equipment, and type or number of personnel;
- (g) Promulgate, make, change, and/or revoke reasonable personnel rules, regulations, policies, and work and safety rules, consistent with this Agreement and applicable law;
- (h) Assign work to bargaining unit and/or civilian support personnel;
- (i) Maintain and/or take steps to enhance the efficiency of the operation of the City and the Department; and

- (j) Take whatever actions may be reasonably necessary to carry out the mission of the City and the Department.

### **Section 3.02 Rights & Responsibilities**

The foregoing powers, rights, authority, and responsibilities, and the adoption of policies, rules, regulations and practices in furtherance thereof shall be exercised in conformity with this Agreement by the City's selected management personnel. Failure of the City and/or Department to exercise any of the Management Rights enumerated above does not diminish the future ability to exercise such Management Rights.

### **Section 3.03 Operation of Law**

Nothing in this Agreement shall be interpreted or construed in a way that would prevent the City and/or the Department from complying with any duty or obligation placed upon the City and/or Department by operation of law.

## **Article IV. Lodge Rights**

### **Section 4.01 Lodge Representatives**

On January 1st of each year, the Lodge shall provide the Department with a list of employees, not to exceed four (4) bargaining unit members, who shall serve as official Lodge representatives for that calendar year.

### **Section 4.02 Orientation**

The City agrees that the Lodge shall be allowed up to twenty (20) minutes while on duty to provide a presentation on Lodge membership to all new full-time personnel. During the presentation, the representative(s) of the Lodge will provide copies of this Agreement, explain the Lodge's function as the exclusive bargaining representative of the employees in the bargaining unit, will provide other information regarding the Lodge and membership therein, and will offer membership in the Lodge to each new full-time employee.

### **Section 4.03 Bulletin Boards**

The City agrees to allow the Lodge to maintain a bulletin board in a central location within the Department. The bulletin board will be for the exclusive use of the Lodge. All items placed on the bulletin board shall be initialed and dated by an officer of the Lodge. Items

without a date and initials, or that are incendiary, inappropriate, or disruptive items may be removed by Management and returned to the Lodge.

#### **Section 4.04 Use of Internal Mail (Outlook system)**

The Lodge shall be permitted to use the City's email and hard copy internal mail distribution systems for Lodge business, so long as the Lodge's use does not create a burden on the City's electronic and/or physical systems, and so long as such mail use does not hinder on-duty personnel in the performance of their duties. The Lodge shall use the City's email system only for the purpose of communicating with its membership and with Police Department and City management for such items as meeting notifications, fundraiser, conferences, and training opportunities. All items placed in the hard copy internal mail shall be initialed and dated by an officer of the Lodge. Items without a date and initials, or that are incendiary, inappropriate, or disruptive items may be removed by Management and returned to the Lodge. The Lodge and its members acknowledge that all City mail, whether electronic or physical, is subject to potential monitoring, and may also be subject to public disclosure under the State's sunshine law.

#### **Section 4.05 Dues Deduction**

The City will continue to follow direct deposit authorizations received from bargaining unit members, including authorizations calling for withheld amounts to be transferred to Union or Union-affiliated accounts.

#### **Section 4.06 Union Business**

Each year, the FOP Lodge 50 President shall designate one union representative from the Department who shall be paid for time spent related to administration of this Agreement including but not limited to participation in labor management meetings, grievance meetings, representing employees during investigatory interviews and attending union regular or special meetings. Such designation shall be done in writing to the City on or before January 31<sup>st</sup> of each year. Up to three additional representatives of the Union shall be provided with a total of twenty (20) hours per rep per year—to be used by union representatives to conduct union business or attend union-sponsored training seminars or meetings. Union officers or committee members may conduct Union business on city time at their work location as long as such business does not interfere with their job duties and responsibilities. All other Union business shall be performed on non-working time.

#### **Section 4.07 Confidentiality**

Bargaining unit personnel shall have the right to consult with a Lodge representative on a confidential basis regarding performance and disciplinary matters. Any Lodge representative, who has any supervisory responsibility over the person or issue involved, shall be excluded from serving as a Lodge representative in any way with regard to that particular issue. Further, the right of confidentiality under this paragraph shall be limited in that all employees of the Police Department shall be obligated to immediately report to senior management and to answer questions about any statement indicating that an employee clearly has committed, or has a current intention to commit, any crime.

#### **Section 4.08 Release of Information**

The City shall provide, pursuant to sunshine law request procedures, to the Lodge information and records reasonably relevant to the Lodge's performance of its functions in serving as the exclusive bargaining representative of the employees in the bargaining unit. Where such information involves medical or other confidential data, the City will require the Lodge to present a signed release from each employee covered by the request.

#### **Section 4.09 Request for Information Fee**

The City shall notify the Lodge of the estimated charge for compliance with the request. Research and duplication time will be estimated and charged at the lowest hourly pay and benefit rate of available qualified personnel, and copies shall be estimated and charged at 10 cents per page.

#### **Section 4.10 Indemnification**

The Lodge shall defend, indemnify and hold harmless the City in the event that a City employee should file a claim against the City for unauthorized dues deduction or release of information, and such deduction or release was pursuant to information, or a request for information, provided by the Lodge to the City.

### **Article V. Job Descriptions**

#### **Section 5.01 Job Descriptions**

The Police Department shall maintain job descriptions for all positions within the bargaining units.

## **Article VI. Specialized Duty Assignments**

### **Section 6.01 Full – Time Specialized Assignments**

Full-Time specialized duty assignments shall include, but not be limited to, School Resources Officer, Detectives, and Federal Drug Enforcement Administration (DEA) Officer(s).

### **Section 6.02 Part – Time Specialized Assignments**

Part-time assignments shall include but not be limited to, Special Response Team (SRT) Officers, Field Training Officers, Traffic Specialist, and Voice Stress Examiners.

### **Section 6.03 Vacancy Posting**

When there is a vacancy in any full-time or part-time specialized duty assignment, the Department shall notify the Lodge and all members of the vacancy via interdepartmental e-mail. The posting shall:

- a) Identify the vacant or new position by name and the rank of the position;
- b) Identify the date on which the applications for the position must be received and to whom the applications should be delivered; and
- c) Provide the entry qualifications for the position.

### **Section 6.04 Bid for Full-Time Special Assignment Vacancy**

Bargaining unit employees with three (3) years of service or more, shall submit their bid for vacant full-time positions to the Chief or his or her designee within the time prescribed in the bid posting. Once the deadline has passed, if no one with three (3) years of service or more applies for said vacancy, the vacant position will be reposted and open for those with less than three (3) years of service. Once the deadline has passed, the Chief or his or her designee shall review the bids and determine if any or all applicants meet the entry qualifications.

All vacant positions shall be subject to an oral board panel consisting of one (1) member of the bargaining unit, selected by the Lodge, who holds or has previously held the assignment being filled, and two or more individuals selected by management. The Chief may additionally elect to administer an appropriate test or tests for certain assignments. The Chief will release the eligibility list and aggregate scores for each bidder. Candidates



shall also be provided with a summary of the oral board panel's positive and negative observations of the candidates' performances. Employees shall be paid for all time in interviews and tests or be given time off.

In the event that a member, who has not applied for a full-time position, is required to perform the job involuntarily, the member shall not be required to stay in that position for more than 12 months.

### **Section 6.05 Selection for Full-Time and Part-Time Assignments**

When vacancies in specialized duty assignments are to be filled, the Chief shall select the most qualified bidder using the results of the process outlined herein. If the candidate's overall qualifications are equal, the Chief shall choose the candidate with the most seniority. Candidates, who are not awarded the position, may, in their discretion, meet with the Chief to discuss the reasons why they were not selected for the position.

### **Section 6.06 Multiple Positions**

Personnel who hold part-time specialized assignments may bid for and hold multiple part-time specialized duty assignments, so long as no conflict exists among the positions held.

## **Article VII. Hours of Work**

### **Section 7.01 Hours of Work**

- (a) The Patrol Unit shall work seven (7) twelve (12) hour shifts utilizing a fourteen (14) day cycle with rotating days off working a total of eighty-four (84) hours in a two (2) week period.
- (b) The Investigations Unit and the School Resource Officers shall be assigned to a forty (40) hour work week. Employees working in Investigations and School Resource Officers may "flex" their hours to work different days of the week, provided the supervisor and employee agree to such alterations.
- (c) All bargaining unit employees' hourly pay rates shall be determined by dividing their annual salary by two thousand and eighty (2,080) hours.

## **Section 7.02 Shift Transfers and Reassignments**

Employees may submit written requests to be transferred to any open position on a different shift, unit, section or squad (excepting specialized assignments) through their chain of command. Such requests shall be subject to the approval of the Chief or his designee.

The Chief shall have the authority to reassign any employee or employees to another shift, unit, section, or squad, for legitimate operational reasons. Any potential involuntary reassignment and the specific reasons therefore shall be provided to the Lodge and the employee(s) involved in writing.

## **Section 7.03 Meal Breaks**

The Department shall make a reasonable attempt to allow officers to receive a thirty (30) minute paid meal break. All employees may receive two (2) fifteen (15) minute rest breaks per shift worked, where reasonably feasible. All breaks may be interrupted or cancelled due to work demands or operational needs of the Department.

## **Section 7.04 Duty Trade**

Employees assigned to the same position shall be eligible to trade shifts between themselves, for their own convenience, subject to approval from the Chief, or his or her designee. Trades must occur within the same pay period. All such trades shall be purely voluntary between the employees involved, and both employees shall be paid for the hours they actually work.

## **Article VIII. Promotions**

### **Section 8.01 Corporal and Sergeant Promotions**

- a) When the Chief determines there is a need to fill one or more Corporal or Sergeant positions and there is a need to create a new promotion eligibility list, he or she shall distribute a notice of the opening(s) via email at least thirty (30) days before the position(s) is to be filled. The email shall specify the number of positions to be filled, the commencement date for the promotional process and the written materials needed to compete in the process. The cost of the written materials shall be borne by the Department. Officers must have a minimum of three (3) years of service with the Department as of the date of the written examination to be eligible to test for corporal. To be eligible to test for sergeant, officers must have three years of service as a corporal or attained the rank of corporal with five years of total service with the Department.
- b) The promotional process shall begin with a written examination, to be purchased from an outside entity. The outside entity shall establish a passing score. Those candidates who pass the written examination will advance to the Oral Board interview. The Department may also contract for an outside/third party entity assessment center to facilitate this process. The outside/third party entity shall have independent discretion to determine all aspects of the testing process consistent with this Article.
- c) The Oral Board shall consist of four (4) members, three (3) of which shall be selected by the Chief with the remaining member designated by the Lodge. The Lodge designee shall be of the same rank as the position to be filled. The Oral Board will interview and score all candidates and shall develop a core set of questions to ask each candidate. The Board may additionally ask appropriate follow up and individual background questions of each employee.
- d) The Oral Board will provide its interview scores to the Chief. Chief will then prepare a list of the top candidates, in scoring order, based upon the overall combined scores received on the written and oral portions of the promotional process. For each opening, the Chief shall select candidate to promote off the list in rank order, provided that the Chief may pass over a candidate for cause.

- e) At the conclusion of the promotional process, each candidate shall receive their individual scores, including their cumulative score in the process as a whole, and their overall scores in each area of assessment, such as oral boards, written examination, and any other area assessed during the promotional process. The Lodge and the Chief shall also receive the list of all candidates' scores. Candidates shall also be provided with a summary of the oral board's positive and negative observations of the candidates' performances.
- f) Each list created during a promotional process shall remain active for one (1) year following the promotion date of the initial successful candidate, or until the list is exhausted, whichever occurs first.
- g) When a candidate is passed over for cause, the Chief, upon request of the individual candidate, shall meet with the passed-over candidate to provide the reasons why the candidate was passed over, to aid the candidate in future promotional opportunities. The determination that a candidate was passed over for cause shall be subject to the grievance procedure found in Article XXIII of this Agreement.
- h) Employees shall be paid for time spent in testing or in interviews during the promotional process or given time off.
- i) Should a new Chief be elected or appointed during the term of this agreement, he or she may request a re-opener of this article to discuss potential changes to its provisions. The new Chief may also use the labor-management process to address desired changes.

## **Article IX. Transitional Duty Assignments**

### **Section 9.01 Duty Related Injury**

When an employee is injured in the line of duty, the City shall attempt in good faith to provide transitional duty assignments to him or her, consistent with any restrictions the workers' compensation doctor has identified. The City must first identify positions within the Police Department available for transitional duty before officers are assigned to transitional duty positions outside the police department. The city is under no obligation to create a position or job.

**Section 9.02 Acceptance of Transitional Duty**

Employees with work-related illnesses or injuries must accept and perform transitional assignments that are offered to them, in accordance with Departmental policy, so long as the assignment is fully consistent with all medical restrictions. Any employee who declines a transitional duty assignment will be subject to reduction in workers' compensation pay, to the extent allowed under State law.

**Article X. Wages**

**Section 10.01 Wage Scale and Annual Step Increases**

The monthly base step pay salary schedule for all employees in the bargaining unit shall be in accordance with the monthly pay schedule attached in Appendix A. Officers shall advance to the next step in the pay salary schedule on the annual anniversary of their date of hire. Master police officers, corporals and sergeants shall advance to the next step on the annual anniversary of their promotion to their current rank. To be eligible for a step increase, employees must receive a satisfactory (meets expectations) rating on their most recent annual evaluation. All step increases shall be subject to funding appropriations and future year step increases may be subject to the annual wage re-opener outlined in 10.08

**Section 10.02 Field Training Officer (FTO) Pay**

Field Training Officers (FTOs) shall receive one hundred dollars (\$100.00) per month for serving as an FTO. The Department shall designate at least two (2) FTOs per shift that will receive the premium pay provided in this section.

**Section 10.03 Call Back Pay**

Any employee, who is called to work and reports for work during unscheduled off-duty hours as an unscheduled emergency recall, will receive (2) hours or actual hours worked whichever is greater, at the employee's overtime rate. This provision shall not apply to early call in or holdover hours.

#### **Section 10.04 Court Time**

Employees who are required to attend municipal court, during non-work hours, as a result of the performance of their assigned duties shall be compensated for a minimum of two (2) hours or actual time worked at the employee's overtime rate.

Employees who are required to attend-state or federal court, during non-work hours, as a result of the performance of their assigned duties shall be compensated for a minimum of three (3) hours or actual time worked at the employee's overtime rate.

#### **Section 10.05 Jury Pay**

In the event an employee is called for jury duty, the employee shall be granted time off with pay as needed, to allow the employee to attend court when required and to avoid requiring any employee to perform night duty when the employee will be expected to be in court the next morning. Off-duty employees shall not be compensated for travel time to the courthouse. Any remuneration received by the employee for personal services while serving as a juror on any day the employee also receives compensation from the City shall be provided to the City.

#### **Section 10.06 Bilingual Personnel**

Employees who are conversationally fluent in Spanish and/or ASL sign language, as determined by the passage of a test administered by the Police Department, shall be paid an incentive of \$34.62 per pay period (\$900 per year).

#### **Section 10.07 Detective Clothing Allowance**

Employees, who are assigned to plain clothes positions in the Investigations Unit, shall be provided with a clothing allowance of \$600.00 per year.

#### **Section 10.08 Wage Reopener**

Beginning in November of 2017, and each year thereafter while this Agreement is in effect, the Lodge or the City will have the right to re-open the Agreement with respect to wages and/or hours of work under Article VII, Section 7.01 only. Within thirty (30) days after receiving notice that the Lodge or the City is re-opening the wage or hours of work provisions of this Agreement, the Lodge or the City will meet to commence negotiations.

## **Article XI. Overtime**

### **Section 11.01 Two-Week Work Period / Overtime After 84 Hours Actually Worked**

All Patrol Unit personnel covered under this Agreement shall be scheduled on a two (2) week work period. Employees who are assigned to the Patrol Unit shall receive overtime pay at the rate of time-and-one-half for all hours actually worked over eighty-four (84) hours in the two (2) week work period. Employees assigned to Investigations and as School Resource Officers shall receive overtime pay at the rate of time-and-one half for all hours actually worked over forty (40) hours in a work week.

### **Section 11.02 Overtime Calculation**

Premium pay will be included in determining each employee's regular hourly rate for overtime calculation purposes, consistent with the Fair Labor Standards Act.

### **Section 11.03 No Duplicative Payment**

There shall be no duplicative payment or pyramiding of overtime for the same hours worked. "Overtime" as used herein does not include other types of premium pay such as holiday pay.

### **Section 11.04 Overtime Assignment**

Employees shall be offered or assigned overtime work assignments as provided in Departmental policy.

### **Section 11.05 Duty-Related Phone Calls**

Employees who receive one or more phone calls or text messages from any Police Department supervisor (Sergeant, Lieutenant, Captain, Major, or Chief), or their designee, while off-duty, which call lasts longer than seven (7) minutes, and which concerns job-related issues, shall be compensated at the overtime rate for the actual time spent on the call rounded to the nearest fifteen (15) minute interval. Employees may be required to prepare reports detailing the reason for and time expended on each such off-duty phone conversation.

### **Section 11.06 Scheduling of Overtime**

The Police Department shall attempt to provide employees, who are forced to work overtime or off-duty, with forty-eight (48) hours' notice before the beginning of the required shift. This provision shall not apply to emergency or unforeseen situations.

## **Article XII. Health and Welfare**

### **Section 12.01 Health Insurance**

The City shall, subject to annual review, establish a base healthcare plan for full time employees only coverage that is fully paid by the City. The City may also provide optional healthcare plans considered buy-up plans. Other levels of coverage, including Employee Plus One and Family coverage, shall be made available to employees with a portion of the cost involved borne by the employee. Rates for all levels of coverage shall be determined on an annual basis at time of renewal and subject to City Council approval.

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 (3) pay periods occur, no deduction for the insurance premium will be made from the third payroll check. The City may offer the employee a choice in regard to medical coverage. The employee may choose the coverage most desirable to him/her.

Modifications to employee and/or dependent status or coverage issues may be modified during the annual enrollment period. If the employee and/or dependent has a qualifying event as defined in the plan that occurs outside the annual enrollment period, status or coverage may be modified by the employee by stating in writing to the City's Benefits Coordinator within thirty (30) days of the qualifying event.

### **Section 12.02 Dental Insurance**

The City shall assume the cost of dental insurance premiums for all full-time regular employees, who indicate their desire to have this insurance, subject to an annual review in accordance with City policy. 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.

### **Section 12.03 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.



#### **Section 12.04 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 FOP and payroll deduction will be provided by the employer.

#### **Section 12.05 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 in accordance with City policy. 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.

#### **Section 12.06 Total Disability**

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 12.07 Insurance Premiums**

Any change in Insurance Premiums will be detailed in Appendix-B attached to this Agreement.

#### **Section 12.08 Advisory Health Committee**

The Lodge 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 Lodge and Advisory Health Committee will be notified of any changes to employee healthcare prior to any implementation of those changes.

### **Article XIII. Retirement Benefits**

#### **Section 13.01 LAGERS**

The City will continue the current LAGERS L6 retirement program.

#### **Section 13.02 Deferred Compensation Plans**

The City will maintain enrollment in the 457 Deferred Compensation Plan. The City shall make matching contributions as determined by the City Council in its annual budget.

### **Article XIV. Holidays**

#### **Section 14.01 Recognized Holidays**

The following holidays shall be recognized within the Department: New Year's Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday following Thanksgiving Day, and Christmas Eve Day, Christmas Day and any other holiday designated by the City.

#### **Section 14.02 Holiday Time**

On January 1<sup>st</sup> of each year of this agreement, employees shall be credited with eight (8) hours of holiday time for each City recognized holiday. Employees, who separate from the Department and who have used holiday time before it was accrued, shall have their last paycheck adjusted to reimburse the City for any used but unaccrued holiday time.

#### **Section 14.03 Holiday Worked**

Employees who work a regularly scheduled shift on a recognized city holiday, shall receive, in addition to the holiday time provided in Section 14.02, straight time for their regular hours.

## **ARTICLE XV. SICK LEAVE**

### **Section 15.01 Sick Leave Accrual**

Employees shall accrue ninety-six (96) hours of sick per year. Sick leave may accrue if not used during the year; however, the maximum accrual is 1,296 hours.

### **Section 15.02 Eligibility**

An employee shall be considered eligible for sick leave after 90 days regular, full-time employment. Between 90 days and six months service the maximum eligibility shall be limited to six days. After six months, eligibility shall be at the discretion of the supervisor of the department concerned, not to exceed 12 days.

### **Section 15.03 Payout of Sick Leave at Separation**

The maximum accrual is 1,008 hours for regular full-time employees. Upon separation from municipal service, employees who have at least ten years of continuous service and less than 20 years of continuous service shall be paid 25 percent of their accrual balance but not to exceed 252 hours (1,008 max accrual × 25%) for regular full-time employees. Upon separation from the city, employees who have at least 20 years of continuous full-time service shall be paid 50 percent of their accrual balance but not to exceed 504 hours (1,008 max accrual × 50%) for regular full-time employees. Employees who qualify for and retire or receive a line-of-duty disability pension or who die while active employees shall be paid 50 percent of their accrual balance, but not to exceed 504 hours (1,008 max accrual × 50%) for regular full-time employees.

Employees, who separate from the City and are rehired within twelve (12) consecutive months as described in Article XIX Section 19.04, shall accrue continuous service time as of the date of their separation for purposes of calculating their sick leave payout. Employees, who are rehired after twelve (12) consecutive months, shall not retain their prior continuous service time and shall begin to accrue continuous service time as newly hired employees.

### **Section 15.04 Sick leave pool.**

All full-time regular employees shall be eligible to join a sick leave pool which may be established and based on the voluntary participation of city employees. The intent of such pool shall be to provide a continuing income for employees who use up their sick leave days due to major illness or accident. Any such sick leave pool hereafter established shall be governed by a separate set of bylaws, rules or regulations which have been approved by the city council.

## Article XVI. VACATION

### Section 16.01 Vacation Accrual

The following shall be the amount of vacation earned and accumulated by regular full-time employees of the city. Employees are allowed to carry over unused vacation time not to exceed the amounts reflected in the table below shown as "amount of hours allowed to accrue."

Years of Service	Amount of Hours Earned Per Year	Amount of Hours Earned Per Pay Period	Amount of Hours Allowed to Accrue
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

### Section 16.02 Eligibility

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

### **Section 16.03 Payout Upon Separation**

Upon separation from the city, employees with at least one year of service shall be paid 100 percent of any unused vacation leave up to the maximum allowed hours described in the tables above in the column "amount of hours earned per year."

Any leave which has been used over and above that accrued will be deducted from the employee's final check at the prescribed rate. After one full year of service, an employee will be paid on the next regular pay date of any unused vacation time.

### **Section 16.04 Vacation Scheduling**

The Department shall maintain the current process for scheduling vacation, and if two or more officers request the same day or days, the officer with the most seniority shall prevail.

### **Section 16.05 Incremental Use of Time**

Employees shall be permitted to use vacation or sick time in one (1) hour increments, but shall not be permitted to use such time in the middle of their shifts except in the case of an unforeseen medical emergency or a pre-approved doctor's appointment.

## **ARTICLE XVII. INJURY LEAVE**

### **Section 17.01 Eligibility**

Any employee, who is injured on the job shall be eligible for injury leave 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. Employees shall be eligible for one hundred and twenty (120) days of injury leave for each new and separate injury and such leave is not charged against his or her sick leave or vacation time. The employee's eligibility for injury leave with pay will be dependent on the notification of injury being made in writing by his or her department director within twenty-four (24) hours of the time the injury is sustained; weekend and holiday injury reports shall be accepted on the next regular day of work.

## **Section 17.02 Exhaustion of Injury Leave**

After one hundred and twenty (120) days of injury leave with 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 injury leave is required, in lieu of leave without pay. Probationary and regular full-time employees who have exhausted all leave accruals for which they are eligible may be granted extended injury leave without pay if approved by the city manager, but in no case will total leave extend beyond one year. In these cases, the city manager may require that a physician appointed by the city evaluate the employee. Vacation and Sick leave shall not be accrued during injury leave.

## **Article XVIII. Emergency Leave**

### **Section 18.01 Emergency Leave/Funeral Leave**

All full-time employees are eligible for emergency leave. Emergency leave with pay shall be granted for the following reasons:

- (a) Three (3) days per calendar year shall be allowed for employees to care for a family member that requires the employee's personal care or attention because of sickness.
- (b) Three consecutive days per calendar year shall be allowed for employees because of the death of a member of the employee's immediate family (spouse, son, daughter, mother, father, sister, brother, grandparents, grandchildren, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepmother, stepfather, aunt and uncle).

### **Section 18.02 Other Leaves**

All other leaves of absence shall be governed by City or Department policy.

## **Article XIX. Seniority**

### **Section 19.01 Seniority Definition**

"Seniority" shall be measured by continuous service as a full-time sworn police officer in the Department from the date of hire. For purposes of the seniority patrol bid, seniority

for sergeants, corporals, and master patrolman shall be determined based upon cumulative time spent as a sergeant, corporal or master patrolman, otherwise referred to as "rank seniority." If there is a tie in rank seniority, the employee's date of hire with the Department as a full-time sworn police officer shall prevail.

### **Section 19.02 Roster to Be Provided**

The Department shall maintain and provide to the Lodge a current roster showing names of all current bargaining unit personnel, job classification, date of initial hire within the Department, and date of promotion to current position.

### **Section 19.03 Loss of Seniority**

Seniority shall be lost and the employment relationship terminated upon the occurrence of any of the following events:

- (a) Voluntary quit or retirement;
- (b) Discharge for just cause as defined herein;
- (c) Failure to return from an authorized leave of absence on the next working day after the authorized leave expires;
- (d) Failure to return from layoff within fourteen (14) days after the City issues a recall notice;
- (e) No-call/no-show for two (2) consecutive regularly scheduled shifts unless circumstances make it impossible for the employee to call in, through no fault of the employee; or,
- (f) Failure to perform full-time work for the City for twelve (12) consecutive months for any reason, other than military leave, or work-related illness or injury.

### **Section 19.04 Rehire**

Former bargaining unit employees who are rehired to full-time employment within twelve (12) consecutive months from their date of separation from full-time employment shall have their prior seniority reinstated and will begin to accrue new seniority from the date of re-employment. Rehired employees will be required to serve the appropriate probationary period.

Reinstated employees who separated from the Police Departmental service in good standing and return to the same position they occupied upon leaving the Police Department shall return at the same rate of pay they were receiving at the time of their departure, if re-employment occurs within twelve (12) consecutive months from the date of separation from full-time employment.

## **Article XX. Probation**

### **Section 20.01 Probation**

New employees shall be hired on a trial basis. The probation period for new employees shall run for one year starting at the date of hire. During the probationary period, employees shall be subject to discharge at the discretion of management, and such discharge shall not be grievable under the terms of this Agreement.

### **Section 20.02 Right to Return to the Bargaining Unit Following Promotion**

During the first six months following the promotion of any employee out of the bargaining unit, the employee may be returned, or may elect to return to the bargaining unit if they fail to successfully complete promotional probation. Employees shall return to the unit at the rate of pay they held prior to their promotion out of the unit, without any loss of seniority. The Chief may assign employees returning to the unit under this Section to any open position. The right to return to the bargaining unit shall not be available to any promoted employee who is discharged from the promoted position for just cause.

### **Section 20.03 Disciplinary Probation**

The Chief, in his or her discretion, may place an officer on disciplinary probation for a period of time not to exceed one (1) year. Whether an officer is placed on disciplinary probation and the length of such probation shall be at the discretion of the Chief, subject to the grievance procedure.

## **Article XXI. Reductions in Force**

### **Section 21.01 Lay Off**

In the event the City determines it is necessary to reduce the size of the workforce, employees shall be laid off in the order of inverse seniority, provided the remaining employees are capable of performing the available work.



### **Section 21.02 Recall List**

Employees who are laid off shall be placed on a recall list for up to eighteen (18) months. Employees shall be recalled in seniority order. Employees shall be required to notify the City whether they will accept recall within seventy two (72) hours after receiving a recall notice, and shall have a maximum of fourteen (14) days to report for duty. Any employee who declines recall, or who does not report for duty within the specified time period shall be removed from the recall list.

## **Article XXII. Discipline**

### **Section 22.01 Discipline**

Discipline or discharge of bargaining unit represented employees will be for just cause. Just cause shall be defined as a violation of Department Policies and Procedures, Department Rules and Regulations, and Municipal, State and Federal Law. In determining just cause, the arbitrator may consider the following factors whether

1. The employee knew of the employer's policy/procedure, including whether the employee had notice of and access to the policy;
2. The police/procedure was reasonable and not inconsistent with this Agreement;
3. The employer investigated to determine that the employee violated the policy/procedure;
4. The investigation was fair and objective, including that the employer followed the due process provisions of the Agreement and conducted it in an impartial manner with all relevant and available witness obtained and considered;
5. A preponderance of the evidence existed that the employee committed violation;
6. The policy/procedure was consistently applied; and,
7. The discipline was reasonable, in keeping with the seriousness of the offense and consistent with similar circumstances.

### **Section 22.02 Disciplinary Proceedings**

The City shall encourage supervisors to informally counsel an employee in hopes of correcting and clarifying expected behavior, encouraging the conformity to policies and procedures and re-enforcing expected job performance. Informal Counseling is not

classified as a disciplinary measure and does not impose any disciplinary penalties on the employee.

**Informal Counseling** is an informal discussion between an employee and the supervisor/department head, usually concerning expected employee behavior, conformity to city policy and expected job performance. A notation will be made in the employee's file of the counseling session.

If the unacceptable behavior, policy or procedure violation, misconduct, and/or poor performance continues or is a single event of a serious nature, the City shall use a progressive form of discipline including the steps designated as: Verbal Reprimand, Written Reprimand, Suspension Without Pay, Involuntary Demotion and Dismissal and all discipline shall be corrective and not punitive.

**Verbal Reprimand** is a formal, verbal rebuke of an employee by the supervisor/department head for specific infraction(s) of city policy, unacceptable personal conduct and/or 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.

**Written Reprimand** is 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.

**Suspension Without Pay** is 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 seven (7) working days before 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 use previously accrued vacation days in lieu of suspension days.

**Involuntary Demotion** is a 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.

**Dismissal** is the release of an employee from City services 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 the dismissal.

All discipline will be imposed fairly and equally and only for just cause.

The penalty imposed in a particular case will be based upon the circumstances of the case and the Employer may skip one or more intermediate steps when the seriousness of an act of misconduct or poor performance justifies a more serious penalty.

Any time an employee is called before a supervisor for the purpose of considering disciplinary action (but not an Informal Counseling), 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. When a supervisor intends to informally counsel an employee, he or she shall notify the employee at the beginning of the meeting that such meeting will not result in discipline.

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 disciplinary matter unless so called within twenty-five (25) calendar days of 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) calendar days of the citation. If no such action is forthcoming within the aforementioned forty-five (45) calendar days, then the incident will be considered dropped by the employer. City may request an extension of the forty-five (45) day deadline, but under no circumstance shall such deadline be extended beyond a total of seventy-five (75) days from the date of the citation. The request to extend the deadline must be made before the original forty-five (45) day deadline has passed, and the Lodge shall grant reasonable requests for extensions not to exceed seventy-five (75) days.

The time deadlines provided herein shall begin as of the date of the initiation of an administrative investigation. When a criminal investigation is conducted, the time deadlines provide herein shall be tolled until the criminal investigation is completed.

In the case of a potential suspension, demotion or dismissal, the Chief of Police shall hold an informal predetermination hearing before imposing any suspension, demotion or dismissal. An employee may be suspended with pay pending such a pre-determination hearing.

All disciplinary matters (Verbal Reprimand, Written Reprimand, Suspension Without Pay, Involuntary Demotion and Dismissal) will be subject to the Grievance Procedures set forth at Article XXIV of this Agreement.

### **Section 22.03 Copies of Personnel Records**

The City will provide the employee and the Lodge with a copy of any formal disciplinary record that is to be placed in the City's personnel files.

Each employee shall have the right to examine the City's personnel files on that employee, upon request. Employees shall not remove or alter any document contained in their file, but may submit comments to be attached to any record, and may obtain copies of any record contained in the file upon request. Pre-hire psychological profiles and polygraph or CVSA examination results shall be excluded from coverage under this Section.

### **Section 22.04 Review of Internal Affairs or Disciplinary Files**

After the completion of any administrative investigation that results in the assessment of discipline, counsel for the Lodge shall be allowed to review any and all documentation and other evidence obtained during the investigation upon request, for the purpose of meeting the Union's duty of fair representation to the involved member. The Police Department shall have the right to redact any information from the internal affairs files necessary to protect confidential witnesses. Counsel for the Lodge shall be given a private space and a reasonable amount of time to review the file. Counsel shall not be allowed to make copies or duplicate any of the documentation or evidence contained in the file, but will be allowed to take notes regarding the contents of the file. Counsel shall only communicate regarding the contents of the file with the individual member(s) involved and with Lodge leadership to the extent necessary for assisting the Lodge to meet its duty of representation to the involved member(s). In communicating with the involved members and Lodge leadership, Counsel shall be responsible for maintaining witness confidentiality.

## **Article XXIII. Internal Investigations**

### **Section 23.01 Administrative Investigations**

Whenever management is conducting an administrative investigation regarding a complaint from either a citizen or a member of the Department, management shall:

- (a) Notify the bargaining unit member, in writing, prior to any interview. The notification shall specify (i) the nature of the complaint, and any specific allegations against the employee; (ii) the complainant's name, if known, unless disclosing such name may jeopardize the investigation; and (iii) the name and phone number of the investigator.
- (b) Offer the employee the opportunity to speak with a Lodge representative prior to the interview and have him or her present during any interview of the employee, in accordance with this Agreement.
- (c) Record any formal statement taken during the course of the investigation, including but not limited to the statement of the accused officer.
- (d) Provide a Garrity warning to all employees who are ordered to provide statements.
- (e) Complete the investigation within a reasonable period of time.
- (f) Adhere to the dictates of Belton Police Department Policy 1020 "Personnel Complaints" not in conflict with this section.

### **Section 23.02 Criminal Investigations**

If, during the course of any investigation, it becomes apparent that the employee's alleged conduct may amount to criminal activity, the Department shall determine whether to refer the matter for criminal investigation. During the pendency of any criminal investigation, management will suspend the administrative investigation and may elect either to place the employee on administrative leave, with pay, or it may elect to take appropriate disciplinary action based on the information gathered prior to the criminal investigation referral.

### **Section 23.03 Outcome of Administrative Investigation**

Once an administrative investigation is complete, management shall inform the employee and the Lodge of the outcome of the investigation.

## **Article XXIV. Grievance Procedure**

### **Section 24.01 Filing Grievances**

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

### **Section 24.02 Resolution at Earliest Possible Step**

The parties desire to resolve grievances at the earliest possible step, and shall endeavor in good faith to do so. Grievances may be settled at any of the steps of the grievance procedure. If the settlement is reduced to writing and signed by representatives of both the Lodge and the City, such resolution shall be final as to that grievance.

### **Section 24.05 Step One**

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) working 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) working days after the grievance has been presented to him or her.

### **Section 24.06 Step Two**

If the matter is not satisfactorily resolved in Step 1, the employee, with a Union representative, may advance the grievance within five (5) working days after receipt of the answer in Step 1, to the **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 five (5) working days after receipt of the written grievance, or such time as may be agreed upon in writing by the Supervisor, the employee and the designated Union representative, the parties shall meet and try to resolve the matter. Within five (5) working days after such meeting, the Supervisor shall give his/her answer in writing to the Union.

### **Section 24.07 Step 3 Police Chief**

If the matter is not satisfactorily resolved in Step 2, the employee with the Union, may take the matter to the **Police Chief**, or his or her designated representative, by submitting a copy of the grievance and the answer to the Police Chief within five (5) working days of the

answer to Step 2. Either the Lodge or the Police Chief may request a meeting to discuss the grievance. This meeting shall be held within five (5) working days of submission of the grievance at this step. The Police Chief will give the Lodge a written answer within five (5) days of the meeting or within five (5) working days of the submission, if no meeting is requested.

#### **Section 24.08 Step 4 Assistant City Manager**

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

#### **Section 24.09 Step 5 City Manager**

If the Lodge 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 with ten (10) working days, the City Manager will give the Lodge a written answer within ten (10) working days of receipt of the grievance. During this period a meeting between the City Manager and the Lodge shall be held if requested by the Union or by the City Manager.

**Section 24.10 Lodge Grievance:** The Lodge 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 the supervisory level in writing, with the original to the Police Chief and a copy to the Assistant City Manager within the time periods set forth above. Such grievances may be processed through the Steps, as set forth above.

#### **Section 24.11 Grievances Arising From Disciplinary Action**

Grievances challenging discharges, demotions or suspensions can be submitted to the Assistant City Manager as described above in Step 4 within ten (10) calendar days of the Notice of Disciplinary Action – e.g. within ten (10) calendar days after the Police Chief has issued his/her decision following the pre-determination hearing.

Within ten (10) calendar days of the issuance of the Assistant City Manager's answer, an election must be made in suspension, demotion or dismissal 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 to the City Manager.

### **Section 24.12 Disciplinary Grievances of Newly Hired Employees**

Newly hired employees who are disciplined or dismissed during their initial probationary period shall have the right to appeal such discipline or dismissal 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 24.13 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 Lodge 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 Lodge. In the event the parties cannot agree upon an arbitrator, the arbitrator shall be selected from a panel of seven (7) arbitrators that the parties obtain from 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 Lodge may agree to submit a non-disciplinary matter to binding arbitration. In such event, the agreement to arbitrate shall specify the issue to be submitted, the name of the arbitrator or the procedure for selecting the 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 no authority to award compensatory or punitive damages, but may award backpay and benefits to make the aggrieved employee whole back to the date the grievance was filed.



- e. The arbitrator shall have discretion to reduce or raise the discipline imposed.
  - f. The costs of the arbitrator shall be shared equally by the City and the Lodge.
  - g. The arbitrator shall render his/her award within thirty (30) calendar days of the close of the hearing or receipt of the parties' briefs, whichever is later.
  - h. This provision does not extend to negotiations for amendment of this Collective Bargaining Agreement or for mediation of any disagreements involved in such negotiation.
- 4. In the event that arbitration is not requested within fifteen (15) calendar days of the Assistant City Manager decision, (or the City Manager's decision, if the dispute has been submitted to him) the matter shall be considered dropped.
  - 5. The parties may mutually 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.

#### **Section 24.14 City Manager Review of Advisory Decision of the Arbitrator**

In the event, the parties agree to non-binding arbitration over a non-disciplinary grievance, the following procedures shall apply:

- 1. The arbitrator shall deliver his or her advisory decision to the City Manager who may modify the decision. The City Manager may modify the decision of the arbitrator only when the findings of fact and the decision of the arbitrator are clearly contrary to the overwhelming weight of the evidence viewed in its entirety, together with the legitimate inferences which may be reasonably drawn from the evidence, and in the light most favorable to the findings of fact and decision of the arbitrator.
- 2. Any ruling to modify the arbitrator's decision must be submitted to the parties within fifteen (15) working days of the City Manager's receipt of the arbitrator's decision, and must specify the facts and evidence, which support such modification. The City Manager's ruling shall be subject to judicial review if it is found to be arbitrary or capricious or is not supported by substantial evidence in the record. If the City Manager fails to timely issue such a written ruling, the decision of the arbitrator shall be final and binding.

## **Article XXVI. Labor Management Committee**

### **Section 26.01 Labor/Management Meetings**

There shall be a Labor/Management Committee consisting of three (3) representatives from Department management and three (3) representatives from the bargaining unit.

The Labor/Management Committee will strive to improve relationships between Labor and Management in all areas, and to ensure that this Agreement is properly administered at all times. The City and the Lodge shall appoint their respective representatives to this Committee within one month after this Agreement is signed by both parties. Those representatives shall meet promptly thereafter and shall set up a schedule of quarterly meetings.

### **Section 26.02 Labor/Management Committee Purpose**

The parties mutually acknowledge that the purpose of the Labor/Management Committee is to discuss topics of mutual interest on a cooperative basis. The Labor/Management Committee is not a forum for formal collective bargaining.

### **Section 26.03 Request for Meeting**

A request for a meeting of the Labor/Management Committee may be made by either party at any time. The Committee shall be convened within ten (10) calendar days after receipt of a written request by either party.

## **Article XXVII. General Provisions**

### **Section 27.01 Uniforms and Equipment**

The City will provide all necessary uniforms and equipment for all Departmental personnel as detailed in the Standard Operating Procedures (SOP).

- (a) Employees shall be provided with all equipment and clothing necessary to respond to any hazardous situation.
- (b) The City shall replace all Department-issued items, when no longer serviceable and as provided herein. All protective clothing, including but not limited to bullet resistant vests, helmets, and firearms shall meet the most applicable standards in effect at the time of purchase by the City, and shall

be worn to all emergency incidents as required by Department policies. All equipment shall be appropriately sized so that it fits the individual body size of the employee. Any issue regarding proper equipment may be brought to the immediate attention of the Chief without going through the chain of command.

- (c) The City will bear the cost of cleaning and maintaining all Department provided uniforms, and of replacing Department-issued equipment when no longer serviceable.
- (d) The City will pay up to \$125 toward replacement of boots when worn out.

### **Section 27.02 Off-Duty Actions**

The City and the Lodge recognize that all commissioned personnel are presumed to be subject to call to duty twenty-four (24) hours per day. Any appropriate, lawful action, consistent with City and Departmental policy, taken by a commissioned officer on his or her time off, which could have been taken by an officer on duty, if present or available, shall be considered police action, and bargaining unit members shall have all the rights, obligations, and benefits concerning such action as if they were on active duty. The City shall be obligated to indemnify and defend any bargaining unit members for actions within the scope of their employment.

### **Section 27.03 Policies to Be Available**

The City will make all policies that are applicable to employees covered under this agreement available to each employee in print or electronic format. Employees will be responsible for reading and complying with all such policies, and for asking questions about any area that is unclear to the individual employee.

### **Section 27.04 Outside Employment**

The City employs a full-time police force. Every employee covered under this agreement should consider City employment his or her "primary" job. Employees may hold other employment so long as the other employment does not create a conflict of interest with the employee's employment by the City, and does not interfere with the employee's ability to work as scheduled, or otherwise limit the employee's ability to perform his or her job. Employees desiring to hold other employment shall submit a written request to the Police Chief, identifying the other employment for consideration and approval in accordance with City and Department policy.

### **Section 27.05 Release of Personal Information**

Pursuant to Department Policy, the City shall not release an employee's personal information, including date of birth, address, phone number, or other identifiable information to a third party (not including the Lodge) for any reason except with the employee's written consent, or when required for the performance of the employee's duties (e.g. to arrange for training), or as required by law.

### **Section 27.06 Uncompensated Work Prohibited**

Bargaining unit members shall not be required as a condition of employment to participate in any uncompensated work for any charity or any special interest group.

### **Section 27.07 Physical Fitness**

Employees shall be permitted to participate in physical fitness activities while on duty at least three (3) hours per week, provided that such time for physical fitness shall be subject to appropriate staffing.

### **Section 27.08 Equipment Committee**

Within sixty days of the execution of this agreement, the parties agree to form a four (4) person Equipment committee consisting of two (2) members of the Department appointed by the Chief and two members of the bargaining unit appointed by the Lodge. The Equipment committee shall meet quarterly to discuss department related equipment and make recommendations to the Chief and City regarding changes or updates to such equipment. Any such changes or alterations to the equipment must be presented to the members of the Department and must be approved by a majority of members of the Department.

## **Article XXVIII. Training**

### **Section 28.01 Pay for Training**

Training approved by the Department shall be considered to be on-duty time, for which the employee will be compensated in accordance with the provisions set forth in this Agreement. All approved costs associated with the training shall be paid by the Department.

**Section 28.02 Meal Reimbursement**

The City shall provide each employee covered by this Agreement with a per diem for each meal when the employee is attending training which requires an overnight stay. The per diem shall be paid pursuant to City policy.

**Section 28.03 Travel Time**

Travel time to attend training shall be paid in accordance with Department policy.

**Section 28.04 Hours**

Employees covered under this Agreement, who are attending external training, shall not be required to return to work if there are four or fewer hours remaining in their shift at the time the training ends. Employees shall only be paid for hours actually worked, but employees who elect not to return to work may opt to use paid time off.

**Section 28.05 Training Day**

Employees covered under this Agreement who are assigned to the overnight patrol shifts, and who are attending external training during the day shall have their schedule adjusted so that they work the day shift the day of the training. Employees shall also be permitted to use paid leave time to account for the night shift the day before the scheduled training. The Department shall make a reasonable effort to schedule training so that employees are on regular days off the day before or the day after the training. The employee and his or her supervisor may adjust the employee's schedule to accommodate the employee's attendance at department approved training, provided that sufficient manpower is remains available.

**Section 28.06 Firearms Training**

Employees shall be provided firearms training in accordance with the Department firearms policy no. 312.6.

## **Article XXIV. Complete Agreement**

### **Section 29.01 Zipper Clause**

The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set out in this Agreement. Therefore, the City and the Lodge, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, except as expressly provided for herein. Further, each party voluntarily and unqualifiedly waives the right and agrees that the other shall not be obligated to bargain collectively over any other subject during the life of this Agreement, even though such subjects or matters are not addressed herein, and may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. Should matters arise during the term of this Agreement that are appropriate subjects of collective bargaining, they shall be addressed under the Labor/Management process set out in Article XXV.

### **Section 29.02 Complete Agreement**

This Agreement constitutes the entire Agreement between the parties hereto, and supersedes and replaces any and all obligations and/or agreements, whether written or oral, express or implied, between or concerning the parties. No amendment, modification, or addition to this Agreement shall be effective unless it is reduced to writing and signed by both parties.

### **Section 29.03 Savings**

If any article or section of this Agreement shall be held invalid by operation of law or by any tribunal, the remainder of the Agreement shall not be affected thereby. The Parties shall enter into immediate collective bargaining for the purpose of arriving at a mutually satisfactory replacement for any article or section that has been held invalid.

**Article XXX. Term of Agreement**

**Section 30.01 Effective Date**

This Agreement shall become effective upon ratification by both parties, and shall remain in effect from April 2, 2017 through March 31, 2020. At least 60 days prior to expiration of this Agreement, either party may notify the other that they wish to meet and confer in a good-faith attempt to reach agreement on the terms of the renewal or replacement of this Agreement. In the event no notice is given, this Agreement will automatically renew for successive one (1) year periods. If notice is given, then the terms of this Agreement will remain in effect after the expiration date, until the parties either reach agreement on a renewal or replacement agreement, or until the parties reach a bargaining impasse.

By signing below, the parties represent that this Agreement has been duly approved and ratified, and they agree to abide by its terms and conditions.

City Manager

Rick Inglima  
President

\_\_\_\_\_  
On behalf of  
The City of Belton

\_\_\_\_\_  
On behalf of  
FOP West Central Missouri Lodge No. 50

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

# **SECTION VII**

## **A**



**R2017-07**

**A RESOLUTION AUTHORIZING THE OFFERING FOR SALE OF GENERAL OBLIGATION REFUNDING BONDS FOR THE BENEFIT OF THE CITY OF BELTON, MISSOURI.**

**WHEREAS**, the City of Belton, Missouri (the "City"), has selected the firm of Gilmore & Bell, P.C., as bond counsel ("Bond Counsel"), and Piper Jaffray & Co., as financial advisor (the "Financial Advisor"), for a series of general obligation refunding bonds in the approximate principal amount of \$4,445,000 (the "Bonds") for the purpose of current refunding the City's outstanding General Obligation Bonds, Series 2007 (the "Series 2007 Bonds") maturing in 2018 and thereafter (the "Refunded Bonds"); and

**WHEREAS**, the City desires to authorize the offering for sale of the Bonds pursuant to a competitive public sale and to authorize the Financial Advisor, Bond Counsel and officers of the City to proceed with the preparation, review and distribution of documents for said sale.

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

**Section 1.** The Financial Advisor, Bond Counsel and officers of the City are hereby authorized to proceed with preparation of a notice of sale (the "Notice of Sale"), a preliminary official statement (the "Preliminary Official Statement") and a final official statement (the "Final Official Statement") to provide for the competitive public sale of the Bonds. Upon completion of the preparation and review of the Notice of Sale and the Preliminary Official Statement, the Financial Advisor is hereby authorized to proceed with the offering for sale of the Bonds. The final terms of the Bonds shall be determined and approved by subsequent ordinance of the City Council of the City. The Refunded Bonds expected to be refunded consist of all the outstanding Series 2007 Bonds, in the aggregate principal amount of \$4,470,000.

**Section 2.** The City Council hereby authorizes the execution of the Final Official Statement by the Mayor, the City Manager, the Assistant City Manager, the Finance Director or other appropriate officers of the City with such changes and additions thereto as such officials shall deem necessary or appropriate, such official's signature thereon being conclusive evidence of such official's and the City's approval thereof. The City Council hereby consents to the use and public distribution by the Financial Advisor of the Notice of Sale, the Preliminary Official Statement and the Final Official Statement in connection with the competitive public offering for sale of the Bonds.

**Section 3.** For the purpose of enabling the successful bidder on the Bonds (the "Purchaser") to comply with the requirements of Rule 15c2-12(b)(1) of the Securities and Exchange Commission, the Mayor, the City Manager, the Assistant City Manager, the Finance Director or other appropriate officers of the City are hereby authorized, if requested, to provide the Purchaser a letter or certification to the effect that the City deems the information contained in the Preliminary Official Statement to be "final" as of its date, except for the omission of such information as is permitted by Rule 15c2-12(b)(1), and to take such other actions or execute such other documents as such officers in their reasonable judgment deem necessary to enable the Purchaser to comply with the requirements of such Rule.

**Section 4.** The City agrees to provide to the Purchaser within seven business days of the date of the agreement to purchase the Bonds or within sufficient time to accompany any confirmation that requests payment from any customer of the Purchaser, whichever is earlier, sufficient copies of the Final Official Statement to enable the Purchaser to comply with the requirements of Rule 15c2-12(b)(4) of the Securities and Exchange Commission and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board.

**Section 5.** The Mayor, the City Manager, the Assistant City Manager, the Finance Director and other officers and representatives of the City, and the Financial Advisor and Bond Counsel, are hereby authorized and directed to take such other action as may be necessary to carry out the competitive public sale of the Bonds and the refunding of the Refunded Bonds.

**Section 6.** This Resolution shall be in full force and effect from and after its adoption by the City Council.

Duly read and passed this 28<sup>th</sup> day of March, 2017.

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

ATTEST:

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

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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton, Missouri, and that the foregoing Resolution was regularly introduced at a regular meeting of the City Council held on the 28<sup>th</sup> day of March, 2017 and adopted at a regular meeting of the City Council held the 28<sup>th</sup> day of March, 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 VII**  
**B**

R2017-08

**A RESOLUTION AUTHORIZING THE OFFERING FOR SALE OF REFUNDING CERTIFICATES OF PARTICIPATION FOR THE BENEFIT OF THE CITY OF BELTON, MISSOURI.**

**WHEREAS**, the City of Belton, Missouri (the "City"), has selected the firm of Gilmore & Bell, P.C., as special counsel ("Special Counsel"), and Piper Jaffray & Co., as financial advisor (the "Financial Advisor"), for a series of refunding certificates of participation in the approximate principal amount of \$18,995,000 (the "Certificates") for the purpose of current refunding the City's outstanding Refunding and Improvement Certificates of Participation, Series 2007 maturing in 2018 (the "Series 2007 Certificates") and thereafter and for the purpose of advance refunding the City's outstanding Certificates of Participation, Series 2008 maturing in 2018 and thereafter (the "Series 2008 Certificates," with the Series 2007 Certificates and the Series 2008 Certificates to be prepaid being collectively the "Refunded Certificates"); and

**WHEREAS**, the City desires to authorize the offering for sale of the Certificates pursuant to a competitive public sale and to authorize the Financial Advisor, Special Counsel and the officers of the City to proceed with the preparation, review and distribution of documents for said sale.

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

**Section 1.** The Financial Advisor, Special Counsel and the officers of the City are hereby authorized to proceed with preparation of a notice of sale (the "Notice of Sale"), a preliminary official statement (the "Preliminary Official Statement") and a final official statement (the "Final Official Statement") to provide for the competitive public sale of the Certificates. Upon completion of the preparation and review of the Notice of Sale and the Preliminary Official Statement, the Financial Advisor is hereby authorized to proceed with the offering for sale of the Certificates. The final terms of the Certificates shall be determined and approved by subsequent ordinance of the City Council of the City. The Refunded Certificates expected to be prepaid consist of all the outstanding Series 2007 Certificates, in the aggregate principal amount of \$9,955,000, and all the outstanding Series 2008 Certificates, in the aggregate principal amount of \$12,080,000.

**Section 2.** The City Council hereby authorizes the execution of the Final Official Statement by the Mayor, the City Manager, the Assistant City Manager, the Finance Director or other appropriate officers of the City with such changes and additions thereto as such officials shall deem necessary or appropriate, such official's signature thereon being conclusive evidence of such official's and the City's approval thereof. The City Council hereby consents to the use and public distribution by the Financial Advisor of the Notice of Sale, the Preliminary Official Statement and the Final Official Statement in connection with the competitive public offering for sale of the Certificates.

**Section 3.** For the purpose of enabling the successful bidder on the Certificates (the "Purchaser") to comply with the requirements of Rule 15c2-12(b)(1) of the Securities and Exchange Commission, the Mayor, the City Manager, the Assistant City Manager, the Finance Director or other appropriate officers of the City are hereby authorized, if requested, to provide the Purchaser a letter or certification to the effect that the City deems the information contained in the Preliminary Official Statement to be "final" as of its date, except for the omission of such information as is permitted by Rule 15c2-12(b)(1), and to take such other actions or execute such other documents as such officers in their reasonable judgment deem necessary to enable the Purchaser to comply with the requirements of such Rule.

**Section 4.** The City agrees to provide to the Purchaser within seven business days of the date of the agreement to purchase the Certificates or within sufficient time to accompany any confirmation that requests payment from any customer of the Purchaser, whichever is earlier, sufficient copies of the Final Official Statement to enable the Purchaser to comply with the requirements of Rule 15c2-12(b)(4) of the Securities and Exchange Commission and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board.

**Section 5.** The Mayor, the City Manager, the Assistant City Manager, the Finance Director and other officers and representatives of the City, the Purchaser, the trustee/paying agent for the Refunded Certificates, the Financial Advisor and Special Counsel are hereby authorized and directed to take all necessary actions for the subscription and purchase of escrowed securities, including the subscription for United States Treasury Securities State and Local Government Series or open market securities, to accomplish the refunding of the Refunded Certificates.

**Section 6.** The Mayor, the City Manager, the Assistant City Manager, the Finance Director and other officers and representatives of the City, and the Financial Advisor and Special Counsel, are hereby authorized and directed to take such other action as may be necessary to carry out the competitive public sale of the Certificates and the prepayment of the Refunded Certificates.

**Section 7.** This Resolution shall be in full force and effect from and after its adoption by the City Council.

Duly read and passed this 28<sup>th</sup> day of March, 2017.

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

ATTEST:

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

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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton, Missouri, and that the foregoing Resolution was regularly introduced at a regular meeting of the City Council held on the 28<sup>th</sup> day of March, 2017 and adopted at a regular meeting of the City Council held the 28<sup>th</sup> day of March, 2017 by the following vote, to wit:

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

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

