



**CITY OF BELTON
CITY COUNCIL
REGULAR MEETING
TUESDAY, JULY 24, 2018 – 7:00 P.M.
CITY HALL ANNEX
520 MAIN STREET
AGENDA**

- I. CALL REGULAR MEETING TO ORDER
- II. PLEDGE OF ALLEGIANCE – Councilman Lathrop
- 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 July 10, 2018, City Council Regular Meeting.

Page 5

B. Motion approving the June 2018 Municipal Police Judge’s Report.

Page 9

C. Motion approving a temporary caterer’s liquor license permit for Embrace the Grape, LLC, 301 NW Central St, Ste. J, Lee’s Summit, for a beer garden (a designated and roped off area) at the Belton Fall Festival on September 7 and 8, 2018, at the corner of Main Street and Walnut Street, contingent upon obtaining their state liquor permit.

Page 34

- V. PERSONAL APPEARANCES
- VI. POLICE DEPARTMENT COMBAT VALOR AWARD
- VII. ORDINANCES

A. Motion approving final reading of Bill No. 2018-51, as amended:
An ordinance calling an election in the City of Belton, Missouri on the question of increasing the citywide general city sales tax rate by one-half percent (0.5%) solely for the purpose of providing additional funds for public safety.

Page 36

- B. Motion approving first reading of Bill No. 2018-52:
An ordinance calling an election to amend the City of Belton Charter and providing for submission of the charter amendments to the qualified voters of the City for their approval at the general election called and to be held in the City on November 6, 2018.

Page 41

- C. Motion approving first reading of Bill No. 2018-53:
An ordinance authorizing and approving a rights-of-way agreement for communications facilities between the City of Belton, Missouri and MCImetro Access Transmission Services Corp., d/b/a Verizon Access Transmission Services for placement of various communication facilities on public right-of-way.

Page 47

- D. Motion approving first reading of Bill No. 2018-54:
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 2018.

Page 61

VIII. RESOLUTIONS

- A. Motion approving Resolution R2018-39:
A resolution formally accepting the Autumn Woods Subdivision new public infrastructure of 877 feet of 8" water line; 1,187 feet of 8" sanitary sewer line; and one stop sign with a two-year maintenance bond in the amount of \$227,498.00.

Page 71

- B. Motion approving Resolutions R2018-40:
A resolution approving payment under Task Agreement 2018-2 for Superior Bowen Asphalt Company, LLC's replacement of the wastewater treatment facility's asphalt driveway for an amount of \$30,875.00.

Page 77

IX. CITY COUNCIL LIAISON REPORTS

X. MAYOR'S COMMUNICATIONS

XI. CITY MANAGER'S REPORT

August & September 2018 meetings

- 8/7 work session – 6:30 pm
- 8/7 Evidentiary appeal hearing for business license revocation – 7:00 pm
- 8/14 regular session – 7:00 pm
- 8/28 regular session – 7:00 pm
- 9/4 work session – 7:00 pm
- 9/11 regular session – 7:00 pm
- 9/25 regular session – 7:00 pm

XII. MOTIONS

XIII. OTHER BUSINESS

A. June 2018 monthly financial report

- XIV. Motion to enter Executive Session to discuss matters pertaining to the hiring, firing, disciplining or promotion of personnel, according to Missouri Statute 610.021.3, and that the record be closed.

XV. ADJOURN

SECTION IV
A

**MINUTES OF THE
BELTON CITY COUNCIL
REGULAR MEETING
JULY 10, 2018
CITY HALL ANNEX, 520 MAIN STREET
BELTON, MISSOURI**

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

Councilman VanWinkle led the Pledge of Allegiance to the Flag.

Councilmembers present: Councilwomen Stephanie Davidson, Lorrie Peek, Mayor Jeff Davis, Councilmen Ryan Finn, Jeff Fletcher, Gary Lathrop, Chet Trutzel, and Dean VanWinkle; Absent: Tim Savage. Also present: Alexa Barton, City Manager; Megan McGuire, City Attorney; and Andrea Cunningham, Executive Secretary.

Mayor Davis made a change to the order of the agenda. The executive session will be moved to the end of the meeting and Personal Appearances will be moved before the Consent Agenda.

PERSONAL APPEARANCES:

Deborah Pack (18110 Cockriel Road, Edgerton, MO) appeared before the City Council on behalf of **Stand up for Stanley**. Councilman Trutzel read a proclamation.

CONSENT AGENDA:

Councilman Lathrop moved to approve the consent agenda consisting of a **motion approving the minutes of the June 26, 2018, City Council Regular Meeting**. Councilman VanWinkle seconded. All present voted in favor. Councilman Savage absent. Consent agenda approved.

ORDINANCES:

Andrea Cunningham, Executive Secretary, gave the final reading of Bill No. 2018-48: **An ordinance approving the Master Agreement with Kenton Brothers Locksmiths, Inc. and the reappropriation & revision of the City of Belton Fiscal Year 2019 Adopted City Budget for the purpose of purchasing an access control system for City Hall and the City Hall Annex**. Presented by Councilman Lathrop, seconded by Councilman Trutzel. Vote on the final reading was recorded; Ayes: 8, Councilwoman Davidson, Councilmen Finn, Trutzel, Mayor Davis, Councilmen Lathrop, Fletcher, VanWinkle, and Councilwoman Peek. Noes: None; Absent: 1, Councilman Savage. Bill No. 2018-48 was declared passed and in full force and effect as Ordinance No. 2018-4451, subject to Mayoral veto.

Ms. Cunningham gave the final reading of Bill No. 2018-49, as amended: **An ordinance approving an amendment to the City's zoning map from R-1 (Single Family) District to R-2 PUD (Single Family and Two Family Planned Unit Development) District, subject to plan documents and conditions herein specified, for a 25.42 acre tract of land located north of Meadow Creek Parkway, east of the South Outer Road, just north of Belton Regional Medical Center, Belton, Cass County, Missouri**. Presented by Councilwoman Peek, seconded by Councilman Trutzel.

Megan McGuire, City Attorney, stated paragraphs 6, 7, 8, and 9 under “Conditions” were added since the first reading. In addition to what’s been amended and presented tonight, the developer’s attorney has asked that the language “and other long term requirements for a sustainable development” in paragraph 9 be removed. The developer has fully agreed to all the items we’ve discussed, so it’s not necessary to have this language. **Councilman Finn moved to amend Bill No. 2018-49 by deleting** “and other long term requirements for a sustainable development.” Councilwoman Peek seconded. Councilman VanWinkle clarified that only the last nine words of this paragraph are being deleted. Ms. McGuire confirmed that is correct. All present voted in favor of the amendment, except Councilwoman Davidson voted no. Councilman Savage absent. Amendment passed. Councilman Lathrop asked about paragraph 8 and the HOA. Ms. McGuire explained the HOA will be set up with the final plat. There will be a supplemental development agreement that runs with the land. Councilman Lathrop also asked about the screening and trees in between the single family and the multifamily units. Developer, Jeremy Powell, explained there would be one additional evergreen tree per yard on the backside. Vote on the final reading, as amended, was recorded; Ayes: 7, Councilwoman Peek, Councilmen Finn, VanWinkle, Mayor Davis, Councilmen Lathrop, Fletcher, and Trutzel. Noes: 1, Councilwoman Davidson; Absent: 1, Councilman Savage. Bill No. 2018-49 was declared passed and in full force and effect as Ordinance No. 2018-4452, subject to Mayoral veto.

Ms. Cunningham read Bill No. 2018-51: **An ordinance calling an election in the City of Belton, Missouri on the question of increasing the citywide General City Sales Tax rate by one-half percent (0.5%) for the purpose of providing additional funds for public safety.** Presented by Councilman Lathrop, seconded by Councilman VanWinkle. Vote on the first reading was recorded with all present voting in favor, except Councilman Fletcher abstained. Councilman Savage absent. First reading passed.

RESOLUTIONS:

Ms. Cunningham read Resolution R2018-38: **A resolution approving actions of the City Manager to engage Pyramid Excavation and Construction, Inc. for emergency repair of a sanitary sewer near the Timbercreek subdivision and ratifying Task Agreement No. 2018-1 in the amount of \$167,552.58.** Presented by Councilwoman Peek, seconded by Councilman Lathrop. Councilman Trutzel said people need to understand these kind of things are very expensive. Celia Duran, Public Works Director, showed pictures of the streambank and how it had eroded. Vote on the resolution was recorded with all present voting in favor. Councilman Savage absent. First reading passed.

MAYOR’S COMMUNICATIONS:

The Mayor and Carolyn Yatsook, Economic Development Director, spoke to the Raymore Optimist Club. They shared about the success of Belton’s economic development strategic plan.

CITY MANAGER’S REPORT:

Alexa Barton, City Manager, reminded the Council about the MML Westgate meeting in Independence on July 26. If you’d like to attend let Andrea or Alexa know ASAP. It is the Civic Leadership awards dinner. Our award recipient is Jimmy Odom.

This afternoon there was an issue with the phone system at City Hall. Some of the phone calls were dropped. We're working on it.

July & August 2018 meetings

7/24 regular session – 7:00 pm
8/7 work session – 7:00 pm
8/14 regular session – 7:00 pm
8/28 regular session – 7:00 pm

OTHER BUSINESS:

The May 2018 monthly financial report was presented earlier in the evening during the work session.

At 7:28 P.M. Councilman VanWinkle moved to enter Executive Session to discuss matters pertaining to preparation, including any discussion or work product, on behalf of a public governmental body or its representatives for negotiations with employee groups according to Missouri Statute 610.021.9; to discuss matters pertaining to operational guidelines, policies and specific response plans developed, adopted, or maintained by any public agency responsible for law enforcement, public safety, first response, or public health for use in responding to or preventing any critical incident, according to Missouri Statute 610.021.18, and that the record be closed. Councilman Trutzel seconded. The following vote was recorded; Ayes: 8, Councilwoman Davidson, Councilmen Lathrop, Trutzel, Councilwoman Peek, Councilmen Fletcher, VanWinkle, Mayor Davis, Councilman Finn; Noes: None; Absent: 1, Councilman Savage.

At 7:28 P.M. Councilman Finn moved to enter Executive Session to discuss matters pertaining to Legal Actions, according to Missouri Statute 610.021.1; to discuss matters pertaining to the leasing, purchase or sale of Real Estate, according to Missouri Statute 610.021.2, and that the record be closed. Councilwoman Peek seconded. The following vote was recorded; Ayes: 8, Councilmen Lathrop, Trutzel, Mayor Davis, Councilwomen Davidson, Peek, Councilmen VanWinkle, Fletcher, Finn; Noes: None; Absent: 1, Councilman Savage.

The Council returned from Executive Session at 9:10 P.M. Being no further business, Councilman Lathrop moved to adjourn at 9:11 P.M. Councilwoman Peek seconded. All present voted in favor. Councilman Savage absent. Meeting adjourned.



Andrea Cunningham, Executive Secretary

Jeff Davis, Mayor

SECTION IV

B

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

COURT DATES: 6/6/18; 6/13/18; 6/20/18; 6/27/18



MUNICIPAL JUDGE **7/9/18**
DATE

**IN ACCORDANCE WITH COURT OPERATING RULE 4.29
THE ATTACHED MUNICIPAL DIVISION SUMMARY
REPORT FOR MONTH OF JUNE 2018 WAS
PRESENTED AND REVIEWED BY CITY COUNCIL AS
REQUIRED**

CITY CLERK **DATE**



Payment Plan Reports - Collected

Belton

Monday, July 09, 2018 1:56 PM

Payment Detail Listing By Payment Plan Number From 06/01/2018 - 06/30/2018

PP#	Defendant Name	Trans. Date	Trans. Number	Receipt #	Citation#-Viol.	Amount Paid	C	A
PP0000631	BROWN, ANGELICA J	06/20/2018	454397	R00045885	140796855-1	\$10.00 PY	✓	✓
PP0000631 Totals:						\$10.00		
PP0000803	PFLANZ, CHARLES DONAVAN	06/06/2018	453510	R00045604	140795058-1 140795055-1	\$75.00 PY	✓	✓
PP0000803 Totals:						\$75.00		
PP0000956	BROWN, JACLYN MAE	06/25/2018	454604	R00045950	140801037-1	\$25.00 PY	✓	✓
PP0000956 Totals:						\$25.00		
PP0000979	VAUGHT, ROBERT EUGENE	06/24/2018	454531	R00045945	140797697-1	\$30.00 PY	✓	✓
PP0000979 Totals:						\$30.00		
PP0001009	RUCKER, MARCUS G	06/08/2018	453650		140802086-1	\$30.00 AB	✓	✓
PP0001009 Totals:						\$30.00		
PP0001039	THOMPSON, MARIA SUE	06/21/2018	454473	R00045905	140795018-1	\$20.00 PY	✓	✓
PP0001039 Totals:						\$20.00		
PP0001065	HASSELL, RITA JEAN	06/22/2018	454503	R00045920	140801323-1	\$30.00 PY	✓	✓
PP0001065 Totals:						\$30.00		
PP0001094	WEST, TIMOTHY LANE	06/11/2018	453756	R00045672	140799909-1	\$20.00 PY	✓	✓
		06/25/2018	454599	R00045946	140799909-1	\$20.00 PY	✓	✓
PP0001094 Totals:						\$40.00		
PP0001110	CROSBY, JACOB NEIL	06/13/2018	453979	R00045774	140799376-1	\$50.00 PY	✓	✓
PP0001110 Totals:						\$50.00		
PP0001150	WINER, DUSTIN JAMES	06/27/2018	454694	R00045983	121165667-1	\$90.00 PY	✓	
PP0001150 Totals:						\$90.00		
PP0001157	HOLLAND, TIFFANY NICOLE	06/13/2018	453860	R00045740	160754787-1	\$20.00 PY	✓	✓
PP0001157 Totals:						\$20.00		
PP0001195	MAYO, JOSHUA KENDRICK	06/26/2018	454663	R00045958	140799530-1	\$50.00 PY	✓	✓
PP0001195 Totals:						\$50.00		
PP0001241	BRUBECK, JASON MARIO	06/26/2018	454678	R00045976	160754616-1	\$25.00 PY	✓	✓
PP0001241 Totals:						\$25.00		
PP0001262	RICHARDSON, RAYMOND BRET	06/15/2018	454220	R00045816	140804185-1	\$50.00 PY	✓	✓
PP0001262 Totals:						\$50.00		
PP0001284	WESTBROOK, BENJAMIN JAMES	06/07/2018	453584	R00045607	140802805-1	\$20.00 PY	✓	✓
PP0001284 Totals:						\$20.00		
PP0001317	BASINSKI, TAYLOR MATTHEW	06/15/2018	454191	R00045809	140803001-1	\$10.00 PY	✓	✓
PP0001317 Totals:						\$10.00		
PP0001333	COLEMAN, JEREMIAH	06/07/2018	453568	R00045610	140804608-1	\$20.00 PY	✓	✓
PP0001333 Totals:						\$20.00		
PP0001400	TUCKER, GARY DON	06/07/2018	453566	R00045609	140804014-1	\$20.00 PY	✓	✓
PP0001400 Totals:						\$20.00		
PP0001457	CORBIN, SHYANNE C	06/15/2018	454192	R00045810	160753149-1	\$10.00 PY	✓	✓
PP0001457 Totals:						\$10.00		
PP0001515	MEDINA, SCOTT	06/14/2018	454076	R00045791	140804758-1	\$15.00 PY	✓	✓
PP0001515 Totals:						\$15.00		
PP0001529	ENGLAND, JENNIFER LYNN	06/21/2018	454469	R00045903	160754182-1	\$95.00 PY	✓	
PP0001529 Totals:						\$95.00		
PP0001572	BARBER, CHRYSTAL LYNN	06/18/2018	454274	R00045832	160752795-1	\$25.00 PY	✓	✓
PP0001572 Totals:						\$25.00		

* Indicates an overpayment was made on the Payment Plan

PP0001585	HOLLISTER, EDWARD CHARDEZ	06/01/2018	453149	R00045448	140803937-1	\$350.00 PY ✓ ✓
PP0001585 Totals:						\$350.00
PP0001693	GOULDIE, BRIDGET NICOLE	06/18/2018	454298	R00045854	160752331-1	\$133.00 PY ✓
PP0001693 Totals:						\$133.00
PP0001718	CONNER, RICHARD WAYNE II	06/13/2018	453955	R00045768	140803931-1	\$10.00 PY ✓ ✓
PP0001718 Totals:						\$10.00
PP0001751	MEDINA, STELLA MARIE	06/14/2018	454077	R00045792	140801801-1	\$10.00 PY ✓ ✓
PP0001751 Totals:						\$10.00
PP0001762	BUNTIN, RANDALL KEITH	06/01/2018	453131	R00045427	160753769-1	\$25.00 PY ✓ ✓
		06/22/2018	454484	R00045914	160758450-1	\$25.00 PY ✓ ✓
PP0001762 Totals:						\$50.00
PP0001785	GAU, CURTIS LEE	06/08/2018	453654	R00045636	160755180-1 160755181-1	\$270.00 PY ✓
PP0001785 Totals:						\$270.00
PP0001797	UMPHREY, DONN E	06/01/2018	453134	R00045430	160755350-1	\$20.00 PY ✓ ✓
PP0001797 Totals:						\$20.00
PP0001805	EVANS, SHAWN LEE	06/15/2018	454221	R00045817	140804315-1	\$20.00 PY ✓ ✓
PP0001805 Totals:						\$20.00
PP0001808	SMOKE, KENDALL	06/01/2018	453129	R00045426	160754816-1	\$40.00 PY
PP0001808 Totals:						\$40.00
PP0001820	STIGGER, CANDACE S	06/28/2018	454805	R00046006	160753067-1	\$38.00 PY ✓
PP0001820 Totals:						\$38.00
PP0001836	HOLLAND, CALVIN JAMES NICHOLAS	06/01/2018	453086	R00045424	160755436-1	\$120.00 PY ✓ ✓
PP0001836 Totals:						\$120.00
PP0001846	JOHNSON, EBONY M	06/13/2018	453971		140801857-1	\$15.00 AB
PP0001846 Totals:						\$15.00
PP0001847	JURY, ZACHERY KYLE	06/11/2018	453757	R00045673	140803363-1	\$30.00 PY ✓ ✓
PP0001847 Totals:						\$30.00
PP0001867	ROBBINS, BRADLEY MICHAEL	06/05/2018	453268	R00045522	160755824-1 160758780-1	\$30.00 PY ✓ ✓
PP0001867 Totals:						\$30.00
PP0001882	GATES, SETH DAVID	06/18/2018	454271		160752176-1	\$15.00 AB ✓ ✓
		06/18/2018	454273		160752176-1	\$30.00 AB ✓ ✓
PP0001882 Totals:						\$45.00
PP0001906	BABCOCK, STEPHEN A	06/01/2018	453132	R00045428	160753366-1	\$93.00 PY ✓
PP0001906 Totals:						\$93.00
PP0001912	MALLORY, KATIE ALLENE	06/30/2018	454849	R00046023	140804225-1	\$80.00 PY ✓ ✓
PP0001912 Totals:						\$80.00
PP0001915	FROMENT, SHARI DAWN	06/06/2018	453398	R00045579	140801825-1	\$20.00 PY ✓ ✓
PP0001915 Totals:						\$20.00
PP0001920	HAYS, KENNETH JOHN	06/06/2018	453394	R00045576	140798030-1 140798031-1	\$100.00 PY ✓ ✓
PP0001920 Totals:						\$100.00
PP0001941	CACIAS, JACOB MARCELO	06/15/2018	454224	R00045820	160755410-1	\$80.00 PY ✓
		06/30/2018	454850	R00046024	160755410-1	\$6.00 PY ✓
PP0001941 Totals:						\$86.00
PP0001946	WILLIAMS, COURTNEY M	06/11/2018	453685	R00045669	160756604-1 160756605-1	\$50.00 PY ✓ ✓
PP0001946 Totals:						\$50.00
PP0001954	GRAY, CHRISTOPHER PAUL	06/26/2018	454676	R00045974	140803378-1	\$10.00 PY ✓ ✓
PP0001954 Totals:						\$10.00
PP0001995	WEEKS, WESLEY CALVIN	06/04/2018	453233	R00045506	160754086-1	\$25.00 PY ✓ ✓
PP0001995 Totals:						\$25.00
PP0002000	GLAZE, MELISSA A	06/05/2018	453269	R00045523	160755646-1	\$100.00 PY ✓
PP0002000 Totals:						\$100.00

* Indicates an overpayment was made on the Payment Plan

PP0002006	PUTNAM, JAMES VINCENT	06/18/2018	454302	R00045856	160754241-1	\$25.00 PY ✓ ✓
PP0002006 Totals:						\$25.00
PP0002015	MINNICK, TRENTON CRAIG	06/26/2018	454682	R00045978	160756760-1	\$50.00 PY ✓ ✓
PP0002015 Totals:						\$50.00
PP0002023	MAGNANT, ANGELLA M	06/07/2018	453588	R00045621	160755811-1	\$25.00 PY ✓ ✓
PP0002023 Totals:						\$25.00
PP0002060	HILLIARD, GARY LYNN	06/22/2018	454502	R00045919	140789839-1	\$200.00 PY ✓ ✓
PP0002060 Totals:						\$200.00
PP0002062	CROSSLEY, DAKOTA BRADLY	06/08/2018	453593	R00045626	140801992-1	\$20.00 PY ✓ ✓
PP0002062 Totals:						\$20.00
PP0002078	WARD, JOHN TRISTAN	06/15/2018	454208	R00045813	160757217-1	\$50.00 PY ✓ ✓
PP0002078 Totals:						\$50.00
PP0002089	STEGNER, BRIAN KYLE	06/14/2018	454081	R00045793	160753260-1	\$20.00 PY ✓ ✓
PP0002089 Totals:						\$20.00
PP0002101	AKPOLUGHE, MARY DELOIS	06/06/2018	453273	R00045527	160758612-1	\$68.00 PY ✓
PP0002101 Totals:						\$68.00
PP0002102	BULVER, RACHEL ANN	06/18/2018	454301	R00045855	160756178-1	\$20.00 PY ✓ ✓
PP0002102 Totals:						\$20.00
PP0002108	REVITA, JORDAN JANICE	06/25/2018	454600	R00045947	160755591-1	\$25.00 PY ✓ ✓
PP0002108 Totals:						\$25.00
PP0002144	BAYS, MICHELLE LEE	06/07/2018	453592	R00045625	160758871-1	\$15.00 PY ✓ ✓
PP0002144 Totals:						\$15.00
PP0002147	WOODY, SHEENA M	06/28/2018	454808	R00046008	160757196-1	\$20.00 PY ✓ ✓
PP0002147 Totals:						\$20.00
PP0002152	RHULE, ALICIA MARIE	06/01/2018	453145	R00045440	160756382-1	\$20.00 PY ✓ ✓
PP0002152 Totals:						\$20.00
PP0002163	WOODS, JOSH WILLIE IV	06/13/2018	453875		160757284-1	\$125.00 AB ✓
PP0002163 Totals:						\$125.00
PP0002174	LUEVANO, ANGELICA RAE	06/19/2018	454347	R00045858	160756190-1	\$20.00 PY ✓
PP0002174 Totals:						\$20.00
PP0002190	COLE, NANCY MARIE	06/15/2018	454207	R00045812	160758783-1	\$25.00 PY ✓ ✓
PP0002190 Totals:						\$25.00
PP0002197	SWISHER, JOSHUA LEE	06/26/2018	454661	R00045956	160758605-1	\$25.00 PY ✓ ✓
PP0002197 Totals:						\$25.00
PP0002201	SCOTT, RICHARD D JR	06/30/2018	454851	R00046025	160756369-1	\$40.00 PY ✓ ✓
PP0002201 Totals:						\$40.00
PP0002206	OSBORNE, TAYLOR JAMES	06/21/2018	454472	R00045904	121166120-1	\$50.00 PY ✓ ✓
PP0002206 Totals:						\$50.00
PP0002208	ESTON, CANDICE M	06/08/2018	453677	R00045662	160757033-1	\$50.00 PY ✓ ✓
PP0002208 Totals:						\$50.00
PP0002213	JONES, DASMOND RAYNARD	06/21/2018	454480	R00045911	160759698-1	\$50.00 PY ✓ ✓
PP0002213 Totals:						\$50.00
PP0002215	BRIDEN, TRAVIS KANE	06/16/2018	454227	R00045823	160758291-1	\$100.00 PY ✓ ✓
PP0002215 Totals:						\$100.00
PP0002221	BROWN, BRANDI NICOLE	06/08/2018	453594	R00045627	140795450-1	\$20.00 PY ✓
PP0002221 Totals:						\$20.00
PP0002222	MCCLUSKEY, JUSTIN RYAN	06/20/2018	454421	R00045895	160754743-1	\$50.00 PY ✓ ✓
PP0002222 Totals:						\$50.00
PP0002225	GOODWIN, APRIL M	06/16/2018	454228	R00045824	160756463-1	\$25.00 PY ✓ ✓
PP0002225 Totals:						\$25.00
PP0002235	WILSON, SONYA ANNETTE	06/19/2018	454346	R00045857	160757277-1	\$99.00 PY ✓
PP0002235 Totals:						\$99.00
PP0002237	BREITWEISER, ANGELIC MARIA	06/03/2018	453159	R00045458	160755022-1	\$20.00 PY ✓ ✓
PP0002237 Totals:						\$20.00

* Indicates an overpayment was made on the Payment Plan

PP0002241	FLETCHER, KA'CHAE JEANAE	06/08/2018	453658	R00045646	160758865-1	\$25.00 PY ✓ ✓
PP0002241 Totals:						\$25.00
PP0002242	HILLGARDNER, TAMMY J	06/06/2018	453339	R00045535	160759380-1	\$20.00 PY ✓ ✓
PP0002242 Totals:						\$20.00
PP0002253	HOWARD, KASSIE JUNE	06/27/2018	454696	R00045985	121154132-1 121154152-1	\$150.00 PY ✓
PP0002253 Totals:						\$150.00
PP0002256	CUNNINGHAM, STEPHEN LEON	06/06/2018	453354	R00045552	160758799-1	\$50.00 PY ✓ ✓
PP0002256 Totals:						\$50.00
PP0002274	THURSTON, SHELBY RENEE	06/16/2018	454229	R00045825	160756330-1 160756877-1	\$100.00 PY ✓ ✓
PP0002274 Totals:						\$100.00
PP0002278	HILTNER, BRENDAN MICHAEL	06/27/2018	454718	R00045995	160755967-1	\$150.00 PY ✓
PP0002278 Totals:						\$150.00
PP0002280	WILSON, ROBERTA KAY	06/27/2018	454700	R00045988	160757327-1	\$58.00 PY ✓
PP0002280 Totals:						\$58.00
PP0002286	HOWARD, REBECCA LYNN	06/12/2018	453817	R00045716	160756596-1 160756597-1	\$50.00 PY ✓ ✓
		06/26/2018	454677	R00045975	160756597-1	\$50.00 PY ✓ ✓
PP0002286 Totals:						\$100.00
PP0002291	DOLL, SHEILA T	06/26/2018	454662	R00045957	160759081-1	\$60.00 PY ✓ ✓
PP0002291 Totals:						\$60.00
PP0002293	LEWIS, RICHARD PAUL JR	06/04/2018	453209	R00045479	160759630-1 160759631-1	\$50.00 PY ✓
		06/29/2018	454841	R00046017	160759630-1	\$50.00 PY ✓
PP0002293 Totals:						\$100.00
PP0002296	BUTTRY, JOHNATHAN THOMAS	06/05/2018	453249	R00045511	160753062-1 160753087-1	\$100.00 PY ✓ ✓
PP0002296 Totals:						\$100.00
PP0002301	ADAMS, LONZO JOSEPH	06/07/2018	453573	R00045613	140795202-1 140795203-1	\$50.00 PY ✓
PP0002301 Totals:						\$50.00
PP0002302	WALLACE, SHAYLA RENEE	06/08/2018	453595	R00045628	160761121-1	\$25.00 PY ✓ ✓
		06/22/2018	454483	R00045913	160761121-1	\$25.00 PY ✓ ✓
PP0002302 Totals:						\$50.00
PP0002311	BYBEE-ARMOND, SUZANNE MICHELLE	06/02/2018	453157	R00045456	160758400-1 160758402-1	\$123.00 PY ✓
PP0002311 Totals:						\$123.00
PP0002312	GILL, RASHAN ALLEN LIGGINS	06/13/2018	453951	R00045766	160761199-1 160761200-1 160761202-1	\$247.50 PY ✓
PP0002312 Totals:						\$247.50
PP0002313	JOHNSON, LINDA DIANE	06/04/2018	453165	R00045463	160761112-1	\$25.00 PY ✓ ✓
PP0002313 Totals:						\$25.00
PP0002318	CORDES, VERA P	06/18/2018	454267	R00045831	160756973-1 160756974-1	\$100.00 PY ✓ ✓
PP0002318 Totals:						\$100.00
PP0002327	BECK, AUGUSTINE R.	06/22/2018	454518	R00045932	121165165-1	\$25.00 PY ✓ ✓
PP0002327 Totals:						\$25.00
PP0002336	GONZALEZ, ASHLEY DAWN	06/04/2018	453164	R00045462	160758440-1	\$75.00 PY ✓ ✓
PP0002336 Totals:						\$75.00
PP0002339	MOSLEY, ALICIA DION	06/10/2018	453683	R00045667	160758331-1	\$40.00 PY ✓
		06/29/2018	454842	R00046018	160758331-1	\$80.00 PY ✓
PP0002339 Totals:						\$120.00
PP0002350	CASPERS, MATTHEW C	06/07/2018	453590	R00045623	160759701-1	\$60.00 PY ✓ ✓
PP0002350 Totals:						\$60.00
PP0002354	AGATONE, ROBERT JOHN	06/20/2018	454396	R00045884	140795510-1	\$50.00 PY ✓ ✓
PP0002354 Totals:						\$50.00

* Indicates an overpayment was made on the Payment Plan

PP0002360	ACOSTA, JESUS A	06/25/2018	454639	R00045954	160757318-1 160757319-1	\$85.00 PY ✓ ✓
PP0002360 Totals:						\$85.00
PP0002364	ADAMS, TERI L	06/11/2018	453780	R00045695	160757079-1	\$20.00 PY ✓ ✓
PP0002364 Totals:						\$20.00
PP0002366	GARNISH, LANCE G	06/04/2018	453230	R00045498	160759100-1	\$41.00 PY ✓ ✓
PP0002366 Totals:						\$41.00
PP0002367	BURNSIDE, WILLIAM TYRONE JR	06/08/2018	453676	R00045661	160757420-1	\$75.00 PY ✓ ✓
PP0002367 Totals:						\$75.00
PP0002371	FRANKLIN, BRIAN WILLIAM	06/20/2018	454383	R00045871	160756094-1	\$55.00 PY ✓
PP0002371 Totals:						\$55.00
PP0002375	CATRON, MINDY M	06/08/2018	453651	R00045633	160760603-1	\$25.00 PY ✓
PP0002375 Totals:						\$25.00
PP0002377	NELSON-KEARNS, BRENDON	06/15/2018	454206	R00045811	160755642-1	\$30.00 PY ✓ ✓
PP0002377 Totals:						\$30.00
PP0002380	PARRIS, COLETON J	06/27/2018	454697	R00045986	160759215-1	\$25.00 PY ✓ ✓
PP0002380 Totals:						\$25.00
PP0002384	DUNCAN, BRENDA DIANE	06/30/2018	454853	R00046027	160759001-1	\$25.00 PY ✓ ✓
PP0002384 Totals:						\$25.00
PP0002387	NORTHWEATHER, SARAH DANIELLE	06/06/2018	453336	R00045531	160758802-1 160758386-1	\$50.00 PY ✓ ✓
PP0002387 Totals:						\$50.00
PP0002388	RUSSELL, JENNIFER NICHOLE	06/15/2018	454223	R00045819	160758233-1	\$50.00 PY ✓ ✓
PP0002388 Totals:						\$50.00
PP0002390	GAUDETTE, DANIEL D	06/18/2018	454234	R00045830	160759074-1	\$50.00 PY ✓
PP0002390 Totals:						\$50.00
PP0002393	LOGAN, JOHN ALLEN	06/26/2018	454667	R00045960	160759580-1	\$30.00 PY ✓ ✓
PP0002393 Totals:						\$30.00
PP0002401	STEWART, PATRICIA LYNN	06/12/2018	453800	R00045705	160756054-1	\$35.00 PY ✓
PP0002401 Totals:						\$35.00
PP0002407	CYPHERS, DANIEL TODD	06/02/2018	453158	R00045457	160763173-1	\$20.00 PY ✓ ✓
PP0002407 Totals:						\$20.00
PP0002408	SARTAIN, SHEENA KRISTIN	06/20/2018	454385	R00045873	160761221-1	\$20.00 PY ✓ ✓
PP0002408 Totals:						\$20.00
PP0002410	RODRIGUEZ, LISA J	06/08/2018	453596	R00045629	160757885-1	\$50.00 PY ✓ ✓
PP0002410 Totals:						\$50.00
PP0002411	MCCANN, MATHEW RUSSEL	06/22/2018	454519	R00045933	160761616-1	\$125.00 PY ✓
PP0002411 Totals:						\$125.00
PP0002413	MILLER, JEROME DAWSON	06/05/2018	453263	R00045520	140802321-1	\$40.00 PY ✓ ✓
PP0002413 Totals:						\$40.00
PP0002414	RHOADES, JULIE LYNN	06/04/2018	453198	R00045468	160758416-1	\$10.00 PY ✓ ✓
		06/07/2018	453571	R00045612	160758416-1	\$10.00 PY ✓ ✓
		06/15/2018	454146	R00045797	160758416-1	\$10.00 PY ✓ ✓
		06/21/2018	454475	R00045907	160758416-1	\$10.00 PY ✓ ✓
		06/29/2018	454836	R00046012	160758416-1	\$10.00 PY ✓ ✓
PP0002414 Totals:						\$50.00
PP0002415	ALLEN, LISA M	06/16/2018	454225	R00045821	160762149-1	\$62.00 PY ✓
PP0002415 Totals:						\$62.00
PP0002417	SPECHT, KIMBERLY RENEE	06/05/2018	453260	R00045517	160759776-1	\$43.00 PY ✓ ✓
PP0002417 Totals:						\$43.00
PP0002419	HARRISON, DEBORAH DENISE	06/01/2018	453087	R00045425	160762644-1	\$25.00 PY ✓
		06/08/2018	453599	R00045632	160762644-1	\$25.00 PY ✓
		06/15/2018	454145	R00045796	160762644-1	\$25.00 PY ✓
		06/22/2018	454486	R00045917	160762644-1	\$25.00 PY ✓
		06/29/2018	454838	R00046014	160762644-1	\$25.00 PY ✓
PP0002419 Totals:						\$125.00

* Indicates an overpayment was made on the Payment Plan

PP0002425	WELCH, STEPHEN JOSEPH	06/04/2018	453222	R00045492	160761682-1 160761683-1 160761684-1	\$200.00 PY ✓ ✓
PP0002425 Totals:						\$200.00
PP0002426	MOORE, MATHEW R	06/18/2018	454232	R00045828	160756520-1	\$35.00 PY ✓
PP0002426 Totals:						\$35.00
PP0002427	HORNBAACH, JUSTIN C	06/19/2018	454355	R00045863	160762102-1	\$50.00 PY ✓ ✓
PP0002427 Totals:						\$50.00
PP0002429	HORNBAACH, BARRETT ELISE	06/19/2018	454356	R00045864	160758429-1	\$50.00 PY ✓ ✓
PP0002429 Totals:						\$50.00
PP0002436	DURHAM, KACIE DIANA	06/20/2018	454403	R00045886	160761133-1	\$25.00 PY ✓ ✓
PP0002436 Totals:						\$25.00
PP0002437	DAUGHERTY, CHARLOTTE LYNN	06/29/2018	454845	R00046019	160757419-1	\$25.00 PY ✓ ✓
PP0002437 Totals:						\$25.00
PP0002438	WOOD, DAKOTA LEE	06/29/2018	454847	R00046021	160758498-1	\$40.00 PY ✓ ✓
PP0002438 Totals:						\$40.00
PP0002439	TAYLOR, DOMMANAIY LE'SHAY	06/01/2018	453152	R00045451	160757388-1	\$100.00 PY ✓ ✓
PP0002439 Totals:						\$100.00
PP0002440	SCHAUB, MICHAEL A	06/25/2018	454610	R00045953	160763148-1 160763149-1	\$158.00 PY ✓
PP0002440 Totals:						\$158.00
PP0002444	BOWMAN, KATHY ANNETTE	06/04/2018	453217	R00045487	160762146-1	\$115.00 PY ✓
PP0002444 Totals:						\$115.00
PP0002445	CRIM, REBECCA KRISTINE	06/14/2018	454048	R00045790	160758771-1	\$20.00 PY ✓ ✓
PP0002445 Totals:						\$20.00
PP0002446	UNDERWOOD, GEORGE EDWARD	06/12/2018	453806	R00045709	160762745-1	\$10.00 PY ✓ ✓
PP0002446 Totals:						\$10.00
PP0002447	LEWISON, MONTANA RAE	06/01/2018	453133	R00045429	160763135-1	\$50.00 PY ✓
PP0002447 Totals:						\$50.00
PP0002449	BEARD, ROBERT DALE JR	06/22/2018	454517	R00045931	140796274-1	\$103.00 PY ✓
PP0002449 Totals:						\$103.00
PP0002450	SIBLEY, TREY EUGENE	06/01/2018	453148	R00045442	160757273-1	\$20.00 PY ✓ ✓
PP0002450 Totals:						\$20.00
PP0002451	OLSON, JASMINE K.S.	06/01/2018	453138	R00045434	160763192-1 160763193-1	\$450.00 PY ✓
PP0002451 Totals:						\$450.00
PP0002454	CAMP, RODNEY R	06/19/2018	454350	R00045859	160757199-1	\$20.00 PY ✓ ✓
PP0002454 Totals:						\$20.00
PP0002456	AVERY, CHELSEA LYNN	06/02/2018	453156	R00045455	160759372-1 160759373-1	\$150.00 PY
PP0002456 Totals:						\$150.00
PP0002458	CLAWSON, BRIAN S	06/01/2018	453137	R00045433	160762617-1 160762618-1	\$25.00 PY ✓ ✓
PP0002458 Totals:						\$25.00
PP0002461	KEETON, ERIC ALAN	06/08/2018	453598	R00045630	160756448-1	\$25.00 PY ✓ ✓
PP0002461 Totals:						\$25.00
PP0002462	BROWN, NYIA R	06/06/2018	453338	R00045534	140796764-1	\$25.00 PY ✓ ✓
		06/13/2018	453862	R00045741	140796764-1	\$25.00 PY ✓ ✓
		06/21/2018	454468	R00045902	140796764-1	\$25.00 PY ✓ ✓
		06/27/2018	454693	R00045982	140796764-1	\$25.00 PY ✓ ✓
PP0002462 Totals:						\$100.00
PP0002469	CIKAN, MATTHEW JOHN	06/29/2018	454837	R00046013	160763172-1	\$30.00 PY ✓ ✓
PP0002469 Totals:						\$30.00
PP0002470	DALTON, LEAH MICHELLE	06/23/2018	454530	R00045944	160756567-1	\$100.00 PY ✓ ✓
PP0002470 Totals:						\$100.00
PP0002471	JONES, GARY LAMONT	06/22/2018	454485	R00045915	160762715-1	\$150.00 PY ✓
PP0002471 Totals:						\$150.00

* Indicates an overpayment was made on the Payment Plan

PP0002473	VILLANUEVA, CORTEZ D	06/18/2018	454282	R00045845	160761197-1	\$100.00 PY ✓
PP0002473 Totals:						\$100.00
PP0002474	HAMILTON, JOSEPH RANDALL	06/21/2018	454474	R00045906	160759928-1	\$50.00 PY ✓
PP0002474 Totals:						\$50.00
PP0002475	HODGE, JOHNNY LEE	06/06/2018	453427	R00045584	140795447-1	\$50.00 PY ✓
PP0002475 Totals:						\$50.00
PP0002478	GREGG, MISTIN MAE	06/06/2018	453441	R00045587	160763629-1	\$50.00 PY ✓
		06/19/2018	454353	R00045861	160763629-1	\$50.00 PY ✓
PP0002478 Totals:						\$100.00
PP0002479	COLE, REBEKAH KATHRYN	06/07/2018	453527	R00045606	160761755-1	\$225.00 PY ✓
PP0002479 Totals:						\$225.00
PP0002480	PATMORE, MICHAEL AARON	06/13/2018	453851	R00045725	160755821-1	\$50.00 PY ✓
PP0002480 Totals:						\$50.00
PP0002482	STUCKY, ROBERT D	06/07/2018	453589	R00045622	160758509-1 160758510-1	\$162.50 PY ✓
PP0002482 Totals:						\$162.50
PP0002492	RICHTER, SAVANAH NOEL	06/16/2018	454226	R00045822	160757938-1	\$139.00 PY ✓
PP0002492 Totals:						\$139.00
PP0002493	SMITH, JOSEPHINE A	06/13/2018	453945	R00045764	140797101-1	\$20.00 PY ✓
PP0002493 Totals:						\$20.00
PP0002494	BIDWELL, JAMES J	06/25/2018	454605	R00045951	160759572-1	\$50.00 PY ✓
PP0002494 Totals:						\$50.00
PP0002498	LEVY, DUSTIN RYAN	06/13/2018	453954	R00045767	160757101-1	\$22.00 PY ✓
PP0002498 Totals:						\$22.00
PP0002499	TUSAY, WILLIAM RICHARD JR	06/13/2018	453959	R00045769	160762601-1	\$40.00 PY ✓
		06/21/2018	454479	R00045910	160762601-1	\$20.00 PY ✓
PP0002499 Totals:						\$60.00
PP0002501	RUTH, RACHEL L	06/13/2018	453969	R00045772	160759576-1	\$123.00 PY ✓
PP0002501 Totals:						\$123.00
PP0002504	TURNER, KRYSTAL ROSE	06/15/2018	454222	R00045818	160754253-1	\$20.00 PY ✓
PP0002504 Totals:						\$20.00
PP0002505	JEWELL, BRAD GREGORY	06/13/2018	453984	R00045775	160761161-1	\$100.00 PY ✓
PP0002505 Totals:						\$100.00
PP0002506	SMITH, DYLAN TH	06/15/2018	454209	R00045814	160757557-1	\$100.00 PY ✓
PP0002506 Totals:						\$100.00
PP0002509	TABUAS, JONATHON R	06/13/2018	453993	R00045779	140804480-1	\$20.00 PY ✓
		06/27/2018	454695	R00045984	140804480-1	\$30.00 PY ✓
PP0002509 Totals:						\$50.00
PP0002512	EASTLAND, AERIAL ROSE	06/13/2018	454009	R00045782	160762233-1	\$50.00 PY ✓
		06/15/2018	454210	R00045815	160762233-1	\$83.00 PY ✓
PP0002512 Totals:						\$133.00
PP0002515	GUNNELS, JACOB A	06/29/2018	454839	R00046015	160760186-1	\$143.00 PY ✓
PP0002515 Totals:						\$143.00
PP0002517	ACHUGO, CRYSTAL ONVINEY	06/29/2018	454848	R00046022	160754696-1	\$30.00 PY ✓
PP0002517 Totals:						\$30.00
PP0002524	BECHTEL, VIRGIL R	06/13/2018	454033	R00045787	160762238-1	\$50.00 PY ✓
PP0002524 Totals:						\$50.00
PP0002525	WHITCRAFT, JODIE M	06/13/2018	454037	R00045788	160762160-1	\$20.00 PY ✓
		06/22/2018	454508	R00045927	160762160-1	\$20.00 PY ✓
PP0002525 Totals:						\$40.00
PP0002531	HANLON, KASEY ALEXANDER	06/20/2018	454424	R00045896	140800056-1	\$75.00 PY ✓
PP0002531 Totals:						\$75.00
PP0002539	BURNSTEIN, BRETT ALLEN	06/27/2018	454747	R00046002	160757252-1	\$50.00 PY ✓
PP0002539 Totals:						\$50.00

Report Totals
\$10,725.00

* Indicates an overpayment was made on the Payment Plan



My Filed Or Closed Cases Listing

Belton

7/9/2018 2:30:51 PM

Totals For Filed Date From 06/01/2018 To 06/30/2018

Posted Fee Totals For Transaction Date From 06/01/2018 To 06/30/2018

Violations By Filed Date

City Ordinance	146
IPMC CODE	6
MOVING TRAFFIC	293
Parking	1
Traffic	128
Total Violations Filed:	574

Violations Completed-Paid Fines By Filed Date

CL-CLOSED FOUND GUILTY

City Ordinance	1
MOVING TRAFFIC	94
Traffic	62
CL	157

PDFN-PROSECUTION DECLINED NOT FILED

MOVING TRAFFIC	1
PDFN	1
Total Violations Completed-Paid Fines:	158

Violations Completed-Before Judge By Filed Date

CL-CLOSED FOUND GUILTY

City Ordinance	98
IPMC CODE	3
MOVING TRAFFIC	85
Parking	1
Traffic	118
CL	305



My Filed Or Closed Cases Listing

Belton

7/9/2018 2:30:51 PM

Totals For Filed Date From 06/01/2018 To 06/30/2018

Posted Fee Totals For Transaction Date From 06/01/2018 To 06/30/2018

Violations Completed-Before Judge By Filed Date

DC-Dismissed by Complainant

City Ordinance	2	
DC		2

DI-CLOSED BY SIS

MOVING TRAFFIC	5	
DI		5

DJ-Dismissed by Judge

City Ordinance	13	
DJ		13

DP-Dismissed by Prosecutor

City Ordinance	22	
MOVING TRAFFIC	33	
Traffic	2	
DP		57

DX-FOUND NOT GUILTY AT TRIAL

City Ordinance	2	
MOVING TRAFFIC	36	
Traffic	7	
DX		45

Total Violations Completed-Before Judge: 427

Violations Completed-Other By Filed Date

DS-DISMISSED SC PP RECALCULATED/PAID



My Filed Or Closed Cases Listing

Belton

7/9/2018 2:30:51 PM

Totals For Filed Date From 06/01/2018 To 06/30/2018

Posted Fee Totals For Transaction Date From 06/01/2018 To 06/30/2018

Violations Completed-Other By Filed Date

City Ordinance	13	
D\$		13

DO-DISMISSED BY OFFICER

City Ordinance	1	
IPMC CODE	2	
DO		3

DS-DISMISSED STATE CHARGES

City Ordinance	4	
DS		4

Total Violations Completed-Paid Fines:	20	
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Total Violations Completed-Paid Fines:	158
Total Violations Completed-Before Judge:	427
Total Violations Completed-Before Jury:	0
Total Violations Completed-Before Teen Court:	0
Total Violations Completed-Other:	20
Total Violations Completed:	605
Total Violations Filed:	574
Net Difference Filed - Completed:	-31

Warrants Issued

City Ordinance	191
IPMC CODE	2
MOVING TRAFFIC	148
Parking	1



My Filed Or Closed Cases Listing

Belton

7/9/2018 2:30:51 PM

Totals For Filed Date From 06/01/2018 To 06/30/2018

Posted Fee Totals For Transaction Date From 06/01/2018 To 06/30/2018

Traffic	110		
Total Warrants Issued:	452	Total Violations:	452
Warrants Cleared			
City Ordinance	159		
MOVING TRAFFIC	131		
Parking	3		
Traffic	60		
Total Warrants Cleared:	353	Total Violations:	353
Total Warrants Issued:	452		
Total Warrants Cleared:	353		
Net Difference:	99		

20

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

IPMC CODE	1		
MOVING TRAFFIC	4		
AJ		5	

CC-CONTEMPT OF COURT ISSUED

City Ordinance	2		
CC		2	

CD-Completion date for school(s)

City Ordinance	2		
MOVING TRAFFIC	4		
CD		6	



My Filed Or Closed Cases Listing

Belton

7/9/2018 2:30:51 PM

Totals For Filed Date From 06/01/2018 To 06/30/2018

Posted Fee Totals For Transaction Date From 06/01/2018 To 06/30/2018

Violations Completed-Other Paid By Filed Date

CL-CLOSED FOUND GUILTY

City Ordinance	3	
IPMC CODE	1	
MOVING TRAFFIC	1	
Traffic	1	
CL		6

CN-Continued Arraignment

City Ordinance	3	
MOVING TRAFFIC	5	
Traffic	2	
CN		10

CS-Community Service Hours

Traffic	1	
CS		1

DP-Dismissed by Prosecutor

City Ordinance	1	
DP		1

IA-Initial Arraignment

MOVING TRAFFIC	1	
IA		1

PP-Payment plan

City Ordinance	45	
MOVING TRAFFIC	64	
Traffic	36	



My Filed Or Closed Cases Listing

Belton

7/9/2018 2:30:51 PM

Totals For Filed Date From 06/01/2018 To 06/30/2018

Posted Fee Totals For Transaction Date From 06/01/2018 To 06/30/2018

Violations Completed-Other Paid By Filed Date

UNUSED	1	
PP		146
VS-DIVERSION		
City Ordinance	4	
VS		4
WI-Warrant Issued		
City Ordinance	8	
MOVING TRAFFIC	26	
Traffic	4	
WI		38
Total Violations Completed-Other Paid:		220

22



My Filed Or Closed Cases Listing

Belton

7/9/2018 2:30:51 PM

Posted Fee Totals For Transaction Date From 06/01/2018 To 06/30/2018

Fee Code	Fee Description	Paid
BF (84)	BOND FORFEITURE	\$1,580.00
CC (76)	COURT COSTS	\$4,016.71
CN (CA)	COURT NOTIFCATION AUTOMATION	\$712.84
CVC2 (74)	CRIME VICTIMS CITY	\$136.16
CVS2 (CV)	CRIME VICTIMS STATE	\$2,891.90
DM (82)	DOMESTIC VIOLENCE	\$736.00
DWI (77)	DWI RECOVERY COST	\$400.00
FINE (76)	FINE	\$54,999.45
ILFC (83)	ILF- CITY	\$375.00
IS (IS)	INMATE SECURITY FUND	\$732.82
RST (RS)	RESTITUTION	\$200.00
23 RTNCK (CRF)	RETURN CHECK FEE	\$20.00
SBF (84)	SURETY BOND FORFEITURE	\$250.00
SR (SR)	SHERIFF RETIREMENT	\$1,216.77
TFC (78)	TRAINING FUND CITY	\$735.26
TFS (81)	TRAINING FUND STATE	\$405.59

Report Totals: \$69,408.50

MUNICIPAL DIVISION SUMMARY REPORTING FORM

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

I. COURT INFORMATION		Contact information same as last report <input checked="" type="checkbox"/>	
Municipality:	Belton	Reporting Period: 6/2018	
Mailing Address:	7001 E. 163rd St. Belton 64012	Software Vendor: Tyler Technologies	
Physical Address:	7001 E. 163rd St. Belton 64012	County: CASS COUNTY	Circuit: 17
Telephone Number:	(816) 331-2798	Fax Number: (816) 348-4439	
Prepared by: Laura Ellis	E-mail Address: beltoncourts@beltonpd.org		iNotes <input checked="" type="checkbox"/>
Municipal Judge(s) CHARLES C. CURRY		Prosecuting Attorney: WILLIAM N. MARSHALL III	
II. MONTHLY CASELOAD INFORMATION		Alcohol and Drug Related Traffic	Other Traffic
A. cases (citations / informations) pending at start of month		93	3,601
B. cases (citations / informations) filed		11	412
C. cases (citations / informations) disposed			
1. jury trial (Springfield, Jefferson County, and St. Louis County only)			
2. court / bench trial - GUILTY		0	6
3. court / bench trial - NOT GUILTY		0	43
4. plea of GUILTY in court		7	281
5. Violations Bureau Citations (i.e., written plea of guilty) and bond forfeitures by court order (as payment of fines / costs)		0	152
6. dismissed by court		0	0
7. <i>nolle prosequi</i>		3	32
8. certified for jury trial (not heard in the Municipal Division)		0	0
9. TOTAL CASE DISPOSITIONS		10	514
D. cases (citations / informations) pending at end of month [pending caseload = (A + B) - C9]		94	3,499
E. Trial de Novo and / or appeal applications filed		0	3
III. WARRANT INFORMATION (Pre and Post Disposition)		IV. PARKING TICKETS	
1. # issued during reporting period	452	# issued during period	0
2. # served/withdrawn during reporting period	353	<input checked="" type="checkbox"/> Court staff does not process parking tickets	
3. # outstanding at end of reporting period	2,889		

MUNICIPAL DIVISION SUMMARY REPORTING FORM

COURT INFORMATION	Municipality: Belton	Reporting Period: 6/2018
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V. DISBURSEMENTS			
Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)		Other Disbursements cont.	
Fines - Excess Revenue	\$37,133.71		
Clerk Fee - Excess Revenue	\$3,331.07		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$103.23		
Bond forfeitures (paid to city) - Excess Revenue	\$400.00		
Total Excess Revenue	\$40,968.01		
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)			
Fines - Other	\$18,578.58		
Clerk Fee - Other	\$1,060.64		
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	\$405.59		
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$2,891.90		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$32.93		
Law Enforcement Training (LET) Fund surcharge	\$735.26		
Domestic Violence Shelter surcharge	\$736.00		
Inmate Prisoner Detainee Security Fund surcharge	\$732.82		
Sheriffs' Retirement Fund (SRF) surcharge	\$1,216.77		
Restitution	\$200.00		
Parking ticket revenue (including penalties)	\$0.00		
Bond forfeitures (paid to city) - Other	\$1,430.00		
Total Revenue Other	\$28,020.49		
Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs, witness fees, and board bill/jail costs.		Total Other Disbursements	\$420.00
		Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$69,408.50
RETURN CHECK FEE - Excess Revenue	\$20.00	Bond Refunds	\$0.00
DWI RECOVERY COST	\$400.00	Total Disbursements	\$69,408.50

* All fields are required to Submit

é | ellisla | [Logout](#)

Municipal Division Summary Reporting 17th Judicial Circuit - Cass County - Belton Municipal Division

5	2018	93	3601
1959	2748	N	Y
7001 E. 163rd Street		Belton	64012
0		07/09/2018	new
MDSR	79	17th	Cass
N	new	new	
2018	6		

I. COURT INFORMATION

Reporting Period é

No court activity occurred in reporting period é

Municipal Division Information é

Case Management

Telephone Number

Fax Number

Prepared by

Prepared by E-mail Address é

Municipal Judge(s) Active During Reporting Period

Charles Curry
 Kevin Anderson
 Clayton Jones
 Ross Nigro

II. MONTHLY CASELOAD INFORMATION

	Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance
A. Cases (citations/ informations) pending at start of month	Alcohol & Drug Related Traffic Cases (citations/ informations) pending at start of month 93	Other Traffic Cases (citations/ informations) pending at start of month 3,601	Non-Traffic Ordinance Cases (citations/ informations) pending at start of month 1,959
B. Cases (citations/ informations) filed	Alcohol & Drug Related Traffic Cases (citations/ informations) filed 11	Other Traffic Cases (citations/ informations) filed 412	Non-Traffic Ordinance Cases (citations/ informations) filed 154
C. Cases (citations/ informations) disposed	Alcohol & Drug Related Traffic Cases (citations/ informations) disposed 10	Other Traffic Cases (citations/ informations) disposed 514	Non-Traffic Ordinance Cases (citations/ informations) disposed 189
1. jury trial (Springfield, Jefferson County, and St. Louis County only)	Alcohol & Drug Related Traffic Cases - jury trial (Springfield, Jefferson County, and St. Louis County only) 0	Other Traffic Cases - jury trial (Springfield, Jefferson County, and St. Louis County only) 0	Non-Traffic Ordinance Cases - jury trial (Springfield, Jefferson County, and St. Louis County only) 0
2. court / bench trial - GUILTY	Alcohol & Drug Related Traffic Cases - court / bench trial - GUILTY 0	Other Traffic Cases - court / bench trial - GUILTY 6	Non-Traffic Ordinance Cases - court / bench trial - GUILTY 3
3. court / bench trial - NOT GUILTY	Alcohol & Drug Related Traffic Cases - court / bench trial - NOT GUILTY 0	Other Traffic Cases - court / bench trial - GUILTY 43	Non-Traffic Ordinance Cases - court / bench trial - GUILTY 2
4. plea of GUILTY in court	Alcohol & Drug Related Traffic Cases - court / bench trial - plea of GUILTY in court 7	Other Traffic Cases - court / bench trial - plea of GUILTY in court 281	Non-Traffic Ordinance Cases - court / bench trial - plea of GUILTY in court 127

II. MONTHLY CASELOAD INFORMATION

	Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance
5. violations Bureau Citations (i.e., written plea of guilty) and bond forfeitures by court order (as payment of fines/ costs)	Alcohol & Drug Related Traffic Cases - Violations Bureau Citations 0	Other Traffic Cases - court / bench trial - Violations Bureau Citations 152	Non-Traffic Ordinance Cases - court / bench trial - Violations Bureau Citations 1
6. dismissed by court	Alcohol & Drug Related Traffic Cases - dismissed by court 0	Other Traffic Cases - dismissed by court 0	Non-Traffic Ordinance Cases - dismissed by court 25
7. nolle prosequi	Alcohol & Drug Related Traffic Cases - nolle prosequi 3	Other Traffic Cases - nolle prosequi 32	Non-Traffic Ordinance Cases - nolle prosequi 31
8. certified for jury trial (not heard in the Municipal Division)	Alcohol & Drug Related Traffic Cases - certified for jury trial 0	Other Traffic Cases - certified for jury trial 0	Non-Traffic Ordinance Cases - certified for jury trial 0
9. TOTAL CASE DISPOSITIONS	Alcohol & Drug Related Traffic Cases - TOTAL CASE DISPOSITIONS 10	Other Traffic Cases - TOTAL CASE DISPOSITIONS 514	Non-Traffic Ordinance Cases - TOTAL CASE DISPOSITIONS 189
D. Cases (citations / informations) pending at end of month [pending caseload = (A + B) - C9] é	Alcohol & Drug Related Traffic Cases - pending at end of month 94	Other Traffic Cases - pending at end of month 3,499	Non-Traffic Ordinance Cases - pending at end of month 1,924
E. Trial de Novo and / or appeal applications filed	Alcohol & Drug Related Traffic Cases - Trial de Novo and / or appeal applications filed 0	Other Traffic Cases - Trial de Novo and / or appeal applications filed 3	Non-Traffic Ordinance Cases - Trial de Novo and / or appeal applications filed 1

III. WARRANT INFORMATION (pre- & post-disposition)

# Outstanding at end of previous reporting period	Warrant Info - Issued during reporting period	
	N	2,748

1. # Issued during reporting period	Warrant Info - Issued during reporting period
	<input type="text" value="452"/>
2. # Served/withdrawn during reporting period	Warrant Info - Served/withdrawn during reporting period
	<input type="text" value="353"/>
3. # Outstanding at end of reporting period	Warrant Info - Outstanding at end of reporting period
	<input type="text" value="2,847"/>

IV. PARKING TICKETS é

Does court staff process parking tickets?

- Yes
 No

1. # Issued during reporting period	Parking Tickets - Issued during reporting period
	<input type="text"/>

V. DISBURSEMENTS

Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)

Fines – Excess Revenue	Fines - Excess Revenue \$	<input type="text" value="37,133.71"/>
Clerk Fee – Excess Revenue	Clerk Fee - Excess Revenue \$	<input type="text" value="3,331.07"/>
Crime Victims Compensation (CVC) Fund surcharge – Paid to City/Excess Revenue	Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue \$	<input type="text" value="103.23"/>
Bond forfeitures (paid to city) – Excess Revenue	Bond forfeitures (paid to city) - Excess Revenue \$	<input type="text" value="400.00"/>
Total Excess Revenue	Total Excess Revenue \$	<input type="text" value="40,968.01"/>

Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)

Fines – Other	Fines - Other \$	<input type="text" value="18,578.58"/>
Clerk Fee – Other	Clerk Fee - Other \$	<input type="text" value="1,060.64"/>
Judicial Education Fund (JEF) Court does not retain funds for JEF <input type="checkbox"/> Court does not retain funds for JEF	Judicial Education Fund (JEF) \$	<input type="text"/>
Peace Officer Standards and Training (POST) Commission surcharge	Peace Officer Standards and Training (POST) Commission surcharge \$	<input type="text" value="405.59"/>
Crime Victims Compensation (CVC) Fund surcharge – Paid to State	Crime Victims Compensation (CVC) Fund surcharge - Paid to State \$	<input type="text" value="2,891.90"/>
Crime Victims Compensation (CVC) Fund surcharge – Paid to City/Other	Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other \$	<input type="text" value="32.93"/>
Law Enforcement Training (LET) Fund surcharge	Law Enforcement Training (LET) Fund surcharge \$	<input type="text" value="735.26"/>

Domestic Violence Shelter surcharge

Domestic Violence Shelter surcharge \$

736.00

Inmate Prisoner Detainee Security Fund surcharge

Inmate Prisoner Detainee Security Fund surcharge \$

732.82

Sheriffs' Retirement Fund (SRF) surcharge

Sheriffs' Retirement Fund (SRF) surcharge \$

1,216.77

Restitution

Restitution \$200.00

Parking ticket revenue (including penalties)

Parking ticket revenue (including penalties) \$

0.00

Bond forfeitures (paid to city) - Other

Bond forfeitures (paid to city) - Other \$

1,430.00

Total Other Revenue

Total Other Revenue \$28,020.49

Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs, witness fees, and board bill/jail costs.

F Other Disbursement Description 1

RETURNED/ISF CHEC

Other Disbursement Amount 1 \$20.00

F Other Disbursement Description 2

DWI RECOVERY COST

Other Disbursement Amount 2 \$400.00

F Other Disbursement Description 3

Other Disbursement Amount 3 \$

F Other Disbursement Description 4

Other Disbursement Amount 4 \$

F Other Disbursement Description 5

Other Disbursement Amount 5 \$

F Other Disbursement Description 6

Other Disbursement Amount 6 \$

F Other Disbursement Description 7

Other Disbursement Amount 7 \$

F Other Disbursement Description 8

Other Disbursement Amount 8 \$

F Other Disbursement Description 9

Other Disbursement Amount 9 \$

F Other Disbursement Description 10

Other Disbursement Amount 10 \$

F Other Disbursement Description 11

Other Disbursement Amount 11 \$

F Other Disbursement Description 12

Other Disbursement Amount 12 \$

F Other Disbursement Description 13

Other Disbursement Amount 13 \$

F Other Disbursement Description 14	Other Disbursement Amount 14 \$
<input type="text"/>	<input type="text"/>
F Other Disbursement Description 15	Other Disbursement Amount 15 \$
<input type="text"/>	<input type="text"/>
F Other Disbursement Description 16	Other Disbursement Amount 16 \$
<input type="text"/>	<input type="text"/>
F Other Disbursement Description 17	Other Disbursement Amount 17 \$
<input type="text"/>	<input type="text"/>
F Other Disbursement Description 18	Other Disbursement Amount 18 \$
<input type="text"/>	<input type="text"/>
F Other Disbursement Description 19	Other Disbursement Amount 19 \$
<input type="text"/>	<input type="text"/>
F Other Disbursement Description 20	Other Disbursement Amount 20 \$
<input type="text"/>	<input type="text"/>
F Other Disbursement Description 21	Other Disbursement Amount 21 \$
<input type="text"/>	<input type="text"/>
F Other Disbursement Description 22	Other Disbursement Amount 22 \$
<input type="text"/>	<input type="text"/>

Add Additional Disbursement

Total Other Disbursements

Total Other Disbursements \$

Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited

Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited \$

Bond Refunds

Bond Refunds \$

Total Disbursements

Total Disbursements \$

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Municipal Division Summary Reporting

[Select A Different Report](#)

17th Judicial Circuit - Cass County - Belton Municipal Division

	79		
Cass	17th		
MDSR	7	Cass	17th
Belton Municipal Divisio	79	new	new
0	<input type="button" value="Select"/>	<input type="button" value="Add July Report"/>	

Reporting Period Year	Reporting Period Month	Action
-----------------------	------------------------	--------

2018	June	Resubmit
2018	May	Resubmit
2018	April	Resubmit
2018	March	Resubmit
2018	February	Resubmit
2018	January	Resubmit

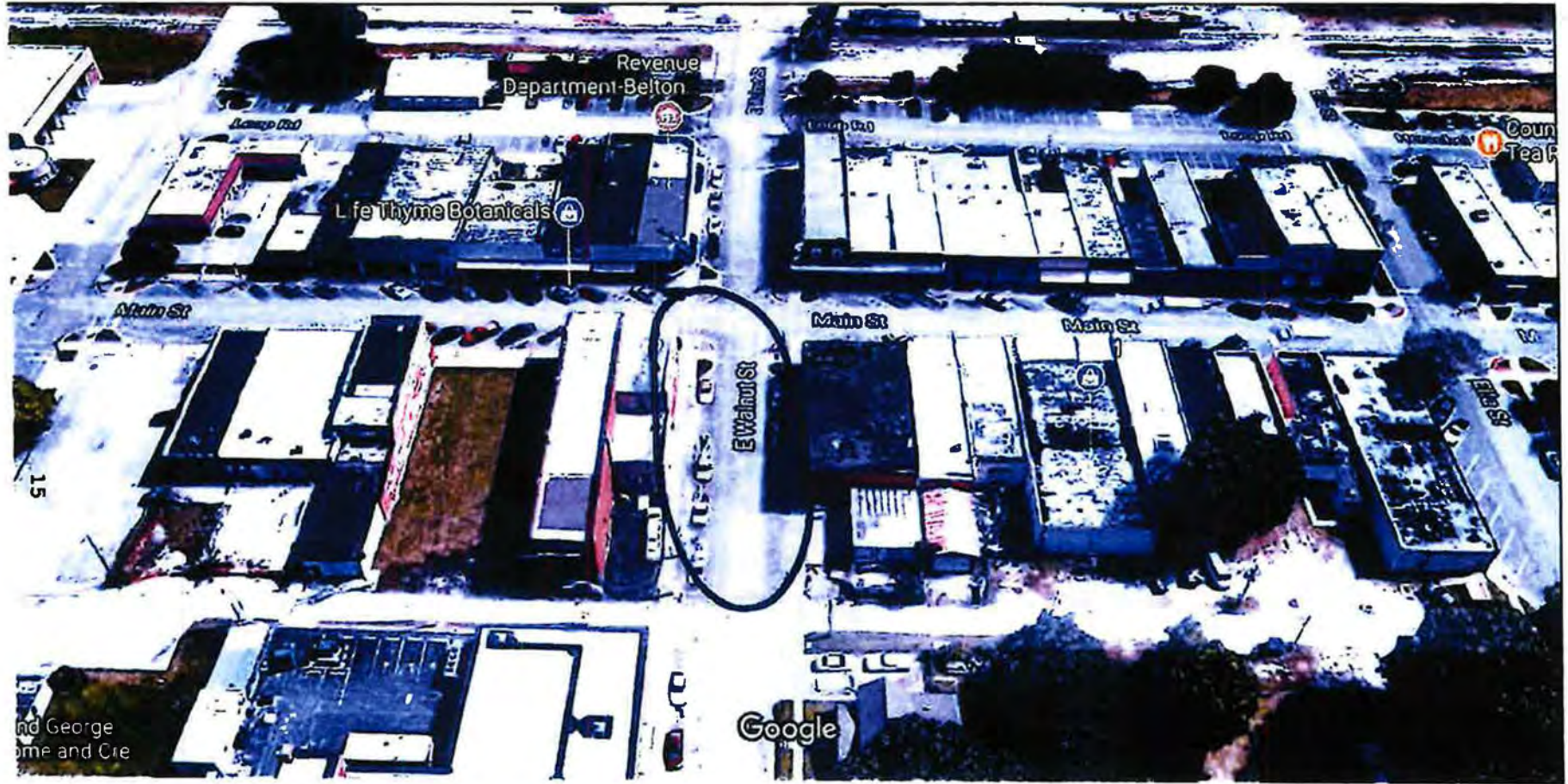
SECTION IV

C

Fall Festival Beer Garden
Location September 7-8, 2018

Google Maps

Google Maps



Imagery ©2017 Google, Map data ©2017 Google United States 50 ft

34

SECTION VII

A

AN ORDINANCE CALLING AN ELECTION IN THE CITY OF BELTON, MISSOURI ON THE QUESTION OF INCREASING THE CITYWIDE GENERAL CITY SALES TAX RATE BY ONE-HALF PERCENT (0.5%) SOLELY FOR THE PURPOSE OF PROVIDING ADDITIONAL FUNDS FOR PUBLIC SAFETY.

WHEREAS, the City of Belton, Missouri (the “City”) is a constitutional charter city and political subdivision duly organized and validly existing under the Constitution and laws of the State of Missouri;

WHEREAS, the City is authorized under RSMo 94.500 through 94.550 to propose an increase in the general city sales tax rate of one-half of one percent (0.5%) for the purpose of providing additional funds for public safety for the City, including but not limited to, expenditures for equipment, salaries and benefits of city employees providing public safety services, and facilities for police, fire, emergency management and emergency medical providers; and

WHEREAS, the proposed increase in the general city sales tax rate to a total of one and one-half percent (1.5%) cannot become effective until it has been submitted to the qualified voters of the City of Belton, Missouri and approved by a majority of the qualified voters voting thereon; and

WHEREAS, the City Council of the City of Belton, Missouri desires to avail itself of such authority and submit to the voters of the City the question of increasing the citywide general sales tax by one-half percent (0.5%) for the purpose of providing additional funds for public safety to the voters of the City of Belton, as provided by law, and in addition to all other sales taxes imposed by law.

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

Section 1. This general sales tax increase shall be submitted to the qualified voters of Belton, Missouri, for their approval, as required by RSMo. Section 94.510, on Tuesday, November 6, 2018, on the following question:

QUESTION No. 4

Shall the City of Belton, Missouri increase its citywide general sales tax rate by one-half of one percent (0.5%) solely for the purpose of providing additional funds for public safety for the City, including but not limited to, expenditures for equipment, salaries and benefits of city employees providing public safety services, and facilities for police, fire, emergency management and emergency medical providers?

Yes []
No []

INSTRUCTION TO VOTERS: If you are in favor of the question, place an X in the box opposite "Yes." If you are opposed to the question, place an X in the box opposite "No."

Section 2. The form of the Notice of Election for said special election, a copy of which is attached hereto and made a part hereof, is hereby approved.

Section 3. If a majority of the votes cast on the proposal by qualified voters voting thereon are in favor of the proposal submitted pursuant to this section, then the ordinance and any amendments to the ordinance shall become effective on the first day of the second calendar quarter after the Director of Revenue receives notice of the increase in the rate of citywide general sales tax.

Section 4. The City Clerk is hereby authorized and directed to notify the County Clerk of Cass County, Missouri, of the adoption of this Ordinance no later than 5:00 P.M. on August 28, 2018, and to include in said notification all of the terms and provisions required by the Comprehensive Election Act, Chapter 115 of the Revised Statutes of Missouri, as amended.

Section 5. Within ten (10) days after approval of such ballot proposition, the City Clerk shall forward to the Director of Revenue of the State of Missouri, by United States Registered Mail or Certified Mail, a certified copy of the imposing ordinance, along with a map of the City of Belton, clearly showing the boundaries thereof.

Section 6. The portions of this Ordinance shall be severable. In the event that any portion of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining portions of the Ordinance are valid, unless the court finds the valid portions of this Ordinance are so essential and inseparably connected with and dependent upon the void portion that it cannot be presumed that the City Council would have enacted the valid portions without the invalid ones, or unless the court finds that the valid portions standing alone are incomplete and incapable of being executed in accordance with the legislative intent.

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

READ FOR THE FIRST TIME: July 10, 2018

READ FOR THE SECOND TIME AND PASSED:

Mayor Jeff Davis

Approved this _____ day of _____, 2018.

Mayor Jeff Davis

ATTEST:

Kellie Herald, Deputy City Clerk
of the City of Belton, Missouri

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

I, Kellie Herald, Deputy City Clerk, do hereby certify that I have been duly appointed Deputy City Clerk of the City of Belton, Missouri, and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the 10th day of July, 2018, and thereafter adopted as Ordinance No. 2018-_____ of the City of Belton, Missouri, at a regular meeting of the City Council held on the _____ day of July, 2018 after the final reading thereof by the following vote, to-wit:

AYES: COUNCILMEN
NOES: COUNCILMEN
ABSENT: COUNCILMEN

Kellie Herald, Deputy City Clerk
of the City of Belton, Missouri

NOTICE OF ELECTION

CITY OF BELTON, MISSOURI

Notice is hereby given to the qualified voters of the City of Belton, Missouri that the City Council of the City has called an election to be held in the City on November 6, 2018, commencing at 6:00 A.M. and closing at 7:00 P.M., on the question contained in the following sample ballot:

**OFFICIAL BALLOT
CITY OF BELTON, MISSOURI
NOVEMBER 6, 2018**

QUESTION No. 4

Shall the City of Belton, Missouri increase its citywide general sales tax rate by one-half of one percent (0.5%) solely for the purpose of providing additional funds for public safety for the City, including but not limited to, expenditures for equipment, salaries and benefits of city employees providing public safety services, and facilities for police, fire, emergency management and emergency medical providers?

Yes []
No []

INSTRUCTION TO VOTERS: If you are in favor of the question, place an X in the box opposite "Yes." If you are opposed to the question, place an X in the box opposite "No."

Said election shall be held at the following polling places:

- WARD NO. 1: Precinct 38 and Precinct 39- South Haven Baptist Church,
16800 Bel-Ray Blvd, Belton, MO.
- WARD NO. 2: Precinct 40 and Precinct 41- St. Sabina Catholic Church,
700 Trevis Avenue, Belton, MO.
- WARD NO. 3: Precinct 42 and Precinct 43- St. Sabina Catholic Church,
700 Trevis Avenue, Belton, MO.
- WARD NO. 4: Precinct 44 and Precinct 45- Assembly of God Church,
613 E. North Avenue, Belton, MO.

That said election shall be held between the hours of six o'clock a.m. and seven o'clock p.m. All persons who are legal voters and have registered before 5:00 P.M. on the fourth Wednesday before the election is to be held will be entitled to vote at said election on the 6th day of November 2018.

Given under my hand and the Seal of the City of Belton this ___ day of August, 2018.

Kellie Herald, Deputy City Clerk
of the City of Belton, Missouri

Dated: _____, 2018

County Clerk of Cass County, Missouri

SECTION VII
B

AN ORDINANCE CALLING AN ELECTION TO AMEND THE CITY OF BELTON CHARTER AND PROVIDING FOR SUBMISSION OF THE CHARTER AMENDMENTS TO THE QUALIFIED VOTERS OF THE CITY FOR THEIR APPROVAL AT THE GENERAL ELECTION CALLED AND TO BE HELD IN THE CITY ON NOVEMBER 6, 2018.

WHEREAS, the City of Belton Charter, Section 15.8 – Charter Review Commission of the City of Belton Charter, provides that “from time to time, but no less often than every ten years, the City Council shall provide for a Charter Review Commission to review this Charter and to recommend to the voters of the city proposed amendments, if any, to this Charter”; and

WHEREAS, in accordance with Section 15.8, the Belton City Council established a Charter Review Commission on September 12, 2017, with the passage of Resolution 2017-36.

WHEREAS, the Commission presented their final report (on file in the City Clerk’s office) to the City Council on June 5, 2018, including their recommended amendments to the following four articles:

- **Article VIII** – Chief of Police – recommend change from elected to appointed;
- **Article IX** – Parks and Recreation Board – recommend minor changes to administrative board duties and communications with City staff and City Council;
- **Article XVI** – Transitional Provisions – clean up language that is no longer applicable from original transition between fourth class city and Charter City or revised to fit current amendment;
- **Article XVII** – Schedule – clean up language that is no longer applicable from original transition between fourth class city and Charter City or revised to fit current amendment.

WHEREAS, the City Council has determined that it is in the best interest of the City to bring these questions to the ballot on November 6, 2018; and

WHEREAS, the proposed Charter amendments cannot become effective until approved by the voters at a municipal election.

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

Section 1. The City Council declares its intent to amend the City Charter as provided under the City of Belton Charter, Section 15.7.

Section 2. An election is hereby ordered to be held in the City of Belton, Missouri, on November 6, 2018, on the following questions:

QUESTION No. 1

Shall the City of Belton amend the Charter to delete Article VIII setting forth an elected Chief of Police and provide instead for an appointed Chief of Police in the same manner as all other department

directors under the charge of the City Manager effective April 13, 2021 at the end of the current Chief of Police's elected term?

Yes []
No []

INSTRUCTION TO VOTERS: If you are in favor of the question, place an X in the box opposite "Yes." If you are opposed to the question, place an X in the box opposite "No."

QUESTION No. 2

Shall the Charter of the City of Belton, Missouri, Article IX, Parks and Recreation Board be amended in several sections to enhance communications between the Parks Board, City Council and staff by appointing the City Manager as a non-voting administrative liaison to the Parks and Recreation Board, improving collaboration and planning through the annual report and budget process, and defining the real property ownership and land management process?

Yes []
No []

INSTRUCTION TO VOTERS: If you are in favor of the question, place an X in the box opposite "Yes." If you are opposed to the question, place an X in the box opposite "No."

QUESTION No. 3

Shall the Charter of the City of Belton, Missouri, Article XVI – Transitional Provisions and Article XVII – Schedule, be amended to remove, clarify and update certain language that provided direction when the city was transitioning to a Charter City and now provides further direction for implementation of the City Charter provisions and any amendments?

Yes []
No []

INSTRUCTION TO VOTERS: If you are in favor of the question, place an X in the box opposite "Yes." If you are opposed to the question, place an X in the box opposite "No."

Section 3. The form of the Notice of Election for said election, a copy of which is attached hereto and made a part hereof, is hereby approved.

Section 4. The Deputy City Clerk is hereby authorized and directed to notify the County Clerk of Cass County, Missouri, of the adoption of this Ordinance no later than 5:00 P.M. on August 28, 2018, and to include in said notification all of the terms and provisions required by Chapter 115 of the Revised Statutes of Missouri, as amended.

Section 5. This Ordinance shall be in full force and effect from and after its passage.

READ FOR THE FIRST TIME: July 24, 2018

READ FOR THE SECOND TIME AND PASSED:

Mayor Jeff Davis

Approved this ____ day of _____, 2018.

Mayor Jeff Davis

ATTEST:

Kellie Herald, Deputy City Clerk
City of Belton, Missouri

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

I, Kellie Herald, Deputy City Clerk, do hereby certify that I have been duly appointed Deputy City Clerk of the City of Belton and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the 24th day of July, 2018, and thereafter adopted as Ordinance No. 2018-____ of the City of Belton, Missouri, at a regular meeting of the City Council held on the ____ day of _____, 2018, after the second reading thereof by the following vote, to-wit:

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

Kellie Herald, Deputy City Clerk
of the City of Belton, Missouri

NOTICE OF ELECTION

CITY OF BELTON, MISSOURI

Notice is hereby given to the qualified voters of the City of Belton, Missouri that the City Council of the City has called an election to be held in the City on November 6, 2018, commencing at 6:00 A.M. and closing at 7:00 P.M., on the questions contained in the following sample ballot:

**OFFICIAL BALLOT
CITY OF BELTON, MISSOURI
NOVEMBER 6, 2018**

QUESTION No. 1

Shall the City of Belton amend the Charter to delete Article VIII setting forth an elected Chief of Police and provide instead for an appointed Chief of Police in the same manner as all other department directors under the charge of the City Manager effective April 13, 2021 at the end of the current Chief of Police's elected term?

Yes []
No []

INSTRUCTION TO VOTERS: If you are in favor of the question, place an X in the box opposite "Yes." If you are opposed to the question, place an X in the box opposite "No."

QUESTION No. 2

Shall the Charter of the City of Belton, Missouri, Article IX, Parks and Recreation Board be amended in several sections to enhance communications between the Parks Board, City Council and staff by appointing the City Manager as a non-voting administrative liaison to the Parks and Recreation Board, improving collaboration and planning through the annual report and budget process, and defining the real property ownership and land management process?

Yes []
No []

INSTRUCTION TO VOTERS: If you are in favor of the question, place an X in the box opposite "Yes." If you are opposed to the question, place an X in the box opposite "No."

QUESTION No. 3

Shall the Charter of the City of Belton, Missouri, Article XVI – Transitional Provisions and Article XVII – Schedule, be amended to remove, clarify and update certain language that provided direction when the city was transitioning to a Charter City and now provides further direction for implementation of the City Charter provisions and any amendments?

Yes []
No []

INSTRUCTION TO VOTERS: If you are in favor of the question, place an X in the box opposite “Yes.” If you are opposed to the question, place an X in the box opposite “No.”

Said election shall be held at the following polling places:

- Ward No. 1: Precinct 38 and Precinct 39
South Haven Baptist Church, 16800 Bel-Ray Blvd, Belton MO
- Ward No. 2: Precinct 40 and Precinct 41
St. Sabina Catholic Church, 700 Trevis Avenue, Belton MO
- Ward No. 3: Precinct 42 and Precinct 43
St. Sabina Catholic Church, 700 Trevis Avenue, Belton MO
- Ward No. 4: Precinct 44 and Precinct 45
Assembly of God Church, 613 E North Avenue, Belton MO

That said election shall be held between the hours of six o’clock a.m. and seven o’clock p.m. All persons who are legal voters and have registered before 5:00 P.M. on the fourth Wednesday before the election is to be held will be entitled to vote at said election on the 6th day of November 2018.

Given under my hand and the Seal of the City of Belton this ___ day of August, 2018.

Kellie Herald, Deputy City Clerk
of the City of Belton, Missouri

Dated: _____, 2018

County Clerk of Cass County, Missouri

SECTION VII

C

AN ORDINANCE AUTHORIZING AND APPROVING A RIGHTS-OF-WAY AGREEMENT FOR COMMUNICATIONS FACILITIES BETWEEN THE CITY OF BELTON, MISSOURI AND MCIMETRO ACCESS TRANSMISSION SERVICES CORP., D/B/A VERIZON ACCESS TRANSMISSION SERVICES FOR PLACEMENT OF VARIOUS COMMUNICATION FACILITIES ON PUBLIC RIGHT-OF-WAY.

WHEREAS, Verizon, through its wholly owned subsidiary MCI metro Access Transmission Services Corp, d/b/a Verizon Access Transmission Services (“MCI metro”), is planning to construct a fiber optic telecommunications network in the public rights-of-way of Belton; and

WHEREAS, MCI metro became a wholly-owned subsidiary of Verizon by virtue of Verizon’s acquisition of MCI in 2006; and

WHEREAS, MCI metro is a competitive telecommunications company, authorized to provide telecommunication services throughout the State of Missouri; and

WHEREAS, MCI metro intends to offer one or more of the following services to business and government customers: competitive local exchange voice and data services, internet access, private line service, cell site front-haul and back-haul capacity using fiber optic cables, and leasing of conduit and dark fiber to third parties as well as future services when they become available. At this time, MCI metro does not intend to offer services to residential customers. MCI metro will not offer cable TV video service or personal wireless service; and

WHEREAS, MCI metro plans to deploy fiber-optic facilities to existing and new cell sites, as well as, business customers within your community. Fiber-optic cable will be installed within the public right-of way (underground within conduit or aerial on poles) as demonstrated in the Map attached and incorporated to this Ordinance as **Exhibit “A”**. MCI metro will deploy fiber only to existing structures (cell towers, buildings, water towers, utility poles, parking garages, etc.), and no new structures are planned. MCI metro will not construct new cellular towers, small cells, antennas, or other wireless facilities; and

WHEREAS, the City Council believes the communication facilities that will be deployed under the terms and conditions of this agreement will improve telecommunication services in and around the City and are in the best interests of the City of Belton.

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 Rights-Of-Way Use Agreement for Communication Facilities, herein attached and incorporated as **Exhibit “B”** to this ordinance.

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: July 24, 2018
READ FOR THE SECOND TIME AND PASSED:

Mayor Jeff Davis

Approved this _____ day of _____, 2018.

Mayor Jeff Davis

ATTEST:

Kellie Herald, Deputy City Clerk
of the City of Belton, Missouri

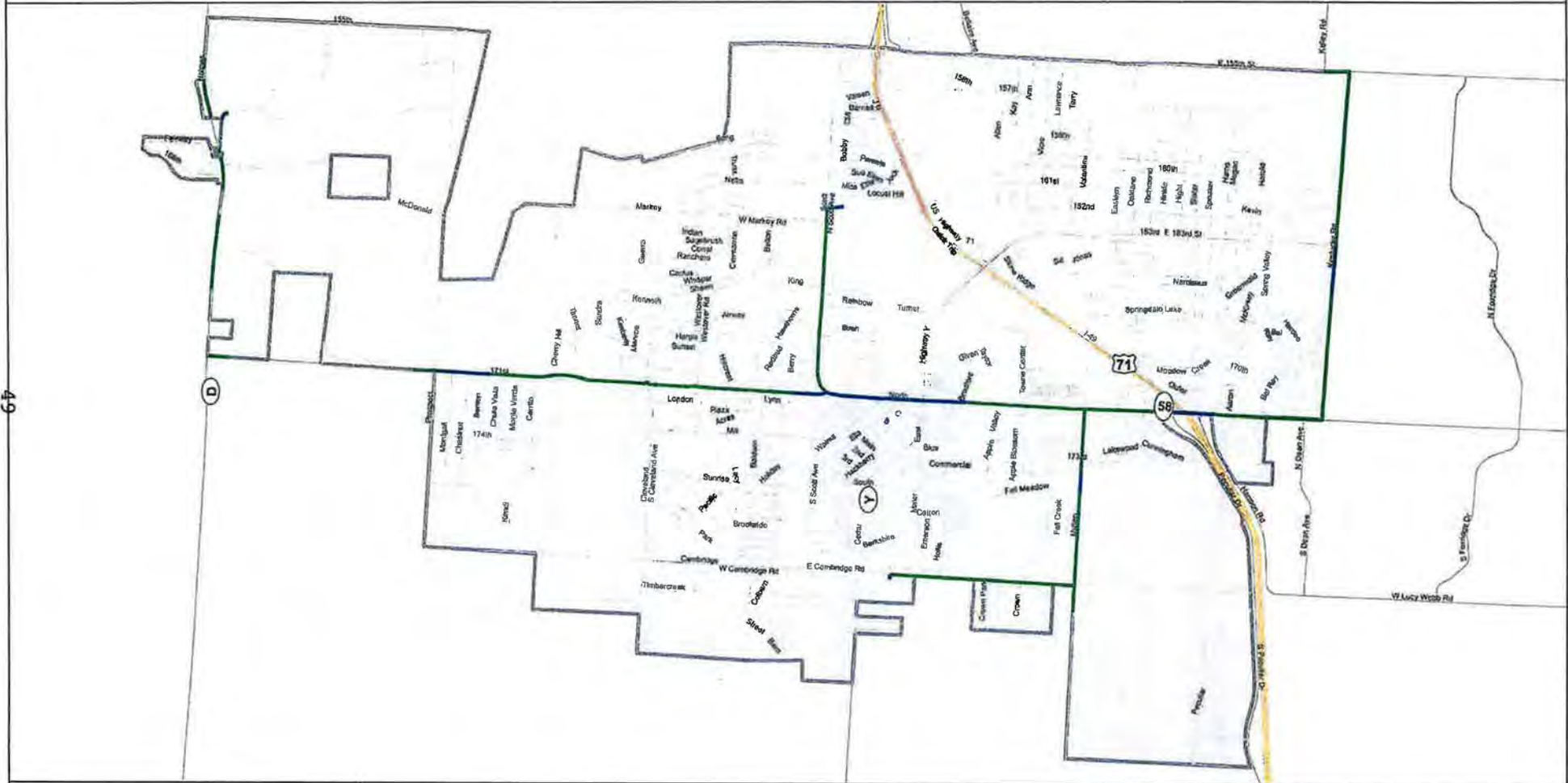
STATE OF MISSOURI)
CITY OF BELTON)SS
COUNTY OF CASS)

I, Kellie Herald, Deputy City Clerk, do hereby certify that I have been duly appointed Deputy City Clerk of the City of Belton and the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the 24th day of July, 2018, and thereafter adopted as Ordinance No. _____ of the City of Belton, Missouri, at a regular meeting of the City Council held on the _____ day of _____, 2018, after the second reading thereof by the following:

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

Kellie Herald, Deputy City Clerk
Of the City of Belton, Missouri

MCImetro Access Transmission Services Corp. d/b/a Verizon Access Transmission Services Planned Fiber Routes City of Belton, MO



49

- Planned Buried 9,674 Ft.
- Planned Aerial 46,025 Ft.
- Belton

Note: This is a PRELIMINARY VIEW only
 Final design not yet completed, thus routes subject to change.
 Cables shown in Blue and Green represent backbone fiber to existing or new cell sites. Not shown above are additional laterals off backbone cables to be determined to serve business customers along the routes.

Confidentiality Statement: Verizon/MCImetro Confidential and Proprietary. May Contain Trade Secrets, or Sensitive Commercial or Financial Information. Any Unauthorised Review, Use, Disclosure, Distribution, or Copying is Prohibited.

Data Source: VZB
 Projection: GCS, NAD83, 104
 Map Created: 3/14/2018
 Map Created By: Kevin Schamp



NTS





**RIGHTS-OF-WAY USE AGREEMENT
FOR COMMUNICATIONS FACILITIES**

THIS RIGHTS-OF-WAY USE AGREEMENT FOR COMMUNICATIONS FACILITIES ("Agreement") is made and entered into as of the Effective Date (as defined in Section 11.1), by and between, MCImetro Access Transmission Services Corp. d/b/a Verizon Access Transmission Services, a Delaware corporation registered to do business in Missouri (the "Licensee"), and the City of Belton, Missouri, a Constitutional Charter City of the State of Missouri (the "City"). Licensee and City may sometimes be referred to in this Agreement individually as a "Party" or collectively as the "Parties."

WHEREAS, Licensee has requested consent from the City to authorize its use of the City's Rights-of-Way to construct, install, maintain, and operate facilities for communications or related capabilities; and

WHEREAS, Missouri law provides conditions relating to the City's consent to, and authorizes the City to regulate the use and occupancy of its Rights-of-Way ("Rights-of-Way" or "ROW") for placement of various communications facilities; and

WHEREAS, the City is authorized to and has established standards for occupancy of the Rights-of-Way by communications facilities and other uses that are consistent with and recognize the Public Service Commission's duties and jurisdiction; and

WHEREAS, the proposed transmission route on Highway 58 is within the Missouri Department of Transportation (MoDOT) right-of-way and will be subject to MoDOT rules and regulations; and

WHEREAS, the City and Licensee desire to enter into this Agreement, to establish the terms of Licensee's use of the Rights-of-Way, and to incorporate the provisions and definitions of the ROW Code (as defined in Section 1.2); and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the Parties agree as follows:

SECTION 1. GENERAL

1.1 Preservation of Police Power Authority. Any rights granted to Licensee pursuant to this Agreement are subject to the authority of the City to adopt and enforce ordinances necessary to the health, safety, and welfare of the public

1.2 Defined Terms. For purposes of this Agreement, the capitalized terms shall have the meanings as set forth in the Unified Development Code or Code of Ordinances of the City, including specifically Chapter 19 – Streets, Sidewalks, Right-of-Ways and Other Public Places, and as may be amended (the "Code" or "ROW Code"). Words used in the present tense include the future tense, words in the single number include the plural number, and words in the plural number include the singular. The words "shall" and "will" are mandatory, and "may" is permissive. Words not defined shall be given their common and ordinary meaning. The following additional capitalized terms shall also apply to this Agreement:

A. **"Communications"** The transmission via the Facilities, in whole or in part, between or among points specified by the user, of information of the user's choosing (e.g., data, video, voice), without change in the form or content of the information as sent and received, regardless of the statutory or regulatory scheme to which such transmissions may be subject.

B. **"Communications Service"** The transmission or provision of the means for transmission of writing, signs, signals, pictures, sounds or other forms of intelligence through wire, wireless or other means, including, but not limited to, any "telecommunications service," "enhanced service," "information service," or "Internet Service," as such terms are now, or may in the future, be defined under applicable law, and including all instrumentalities, Facilities, apparatus (Communications Facilities), and services (among other things, the receipt, forwarding, and delivery of Telecommunications) incidental to such transmission or designed to directly or indirectly

facilitate or accept such transmission and shall also include "video services" as defined in § 67.2677 RSMo. Any party seeking to provide cable television, video services, or use wireless communication facilities shall be subject to additional and separate requirements, limitations and/or approvals of federal, state and local law and shall have on file with the City such authorization to provide such services prior to commencement.

C. **City of Belton Right-Of-Way or Rights-of-Way** The Right-of-way as defined in Section 19-101 of the ROW Code within the boundaries of the City.

1.3 Agreement Subject to Provisions of ROW Code. This Agreement fully incorporates the provisions of the ROW Code as if fully set forth herein, and Licensee agrees as a part of this Agreement to abide by the provisions of such Code and other applicable ordinances of the City as a ROW User, and to be subject to the enforcement by the City as provided therein and in this Agreement as a material term herein. This Agreement may establish Licensee obligations that are supplementary to the ROW Code, but nothing in this Agreement shall be deemed to waive any obligation or requirement applicable to Licensee authorized or established by the ROW Code or required by MoDOT. The consent to use the Rights-of-Way authorized by this Agreement is subject to the continuing accuracy during the term of this Agreement of the application information provided by and maintained by Licensee for this authorization as provided to and on file with the City.

SECTION 2. GRANT OF AUTHORITY TO USE THE RIGHTS-OF-WAY

2.1 Agreements Non-Exclusive. This Agreement shall grant nonexclusive privileges to use the Rights-of-Way. The City specifically reserves the right to grant, at any time, such additional agreements or other rights to use the Rights-of-Way for any purpose and to any other person, including itself, as it deems appropriate, subject to applicable federal and state law. Nothing in this Agreement shall relieve Licensee from its obligations to apply for and obtain all necessary permits for installation of its Facilities including excavation, building, electrical, zoning, etc. before installation of its Facilities within the ROW.

2.2 Nature of Rights Granted by this Agreement. This Agreement shall not convey title to Licensee, equitable or legal in the Rights-of-Way, and gives only the right to occupy the City's Rights-of-Way for the purposes and for the period stated in this Agreement and subject to the requirements of this Agreement. This Agreement also shall not grant the right to use Facilities owned or controlled by the City or a third-party, without the separate consent of the City or such third-party owning or controlling the Facilities, nor shall it excuse Licensee from obtaining appropriate access or pole attachment agreements before locating on Facilities controlled or owned by the City or a third-party.

2.3 Grant. Subject to the terms and conditions of this Agreement, the ROW Code, and the conditions set forth on Exhibit A (if any) attached hereto and incorporated by reference into this Agreement, Licensee is hereby granted the nonexclusive right and privilege to construct, operate, and maintain Facilities in, through, over, above, and along the City's Rights-of-Way for the purposes of supplying **Communications Service** within the City. Licensee agrees that this Rights-of-Way Use Agreement shall supersede any existing franchise or other rights-of-way use agreement between the Licensee and the City, if any. As a condition of this grant, Licensee is required to obtain and maintain any permit, license certification, grant, registration or any other authorization lawfully required by any appropriate governmental entity, including, but not limited to, the City, the Federal Communications Commission, or the Missouri Public Service Commission. Licensee shall not have the right to install wireless antennae or antennae support structures in the ROW pursuant to this Agreement, nor provide services not authorized herein, except as provided in Exhibit A, or such subsequent amendment as may be approved thereto. The size, location, and specifications of the underground and above-ground Facilities are subject to prior City approval and consent. In the event that the use of the Rights-of-Way is proposed to change or Licensee desires to provide services other than as described herein, Licensee shall be required to seek amendment hereto prior to commencing such service or changed use.

2.4 Use of Rights-of-Way; Police Powers; Licensee's Use Subordinate. The Licensee shall construct and maintain its Facilities in accordance with all applicable federal, state and local laws, codes and ordinances, including all permit requirements, and fee payments, in effect as of the Effective

Date or adopted after the Effective Date, to the extent such are not in contravention of applicable law. The City makes no express or implied representation or warranty regarding its rights to authorize the installation or construction of Licensee's Facilities on any particular segment of Rights-of-Way. The burden and responsibility for making all such determinations in advance of construction or installation shall be entirely upon Licensee. The use of the Rights-of-Way authorized by this Agreement shall in all matters be subordinate to the City's use of and rights to the same and Licensee shall be limited to such uses as have been expressly granted to Licensee by the City. Licensee shall excavate in or install and restore Facilities in the Rights-of-Way in locations and in a manner only as authorized by a permit granted by the City. Licensee shall further be subject to the City's exercise of its powers, including but not limited to its administration and regulation related to the management of the Rights-of-Way exercised in a competitively neutral and non-discriminatory reasonable manner. In the event the Facilities are damaged, Licensee may proceed with emergency repairs without first obtaining a permit, provide that Licensee notified the City of the action it is taking and Licensee's obtains a permit as soon as practicable.

2.5 No Interference. Licensee shall construct and maintain its Facilities to be so located, constructed and maintained as to avoid interference with the proper use of all Rights-of-Ways and so as not to materially or without authority interfere with other users of the Rights-of-Way. Except as may otherwise be provided, the Licensee shall reasonably notify all residents and properties materially affected by the proposed work prior to commencement of such work. All construction and maintenance by Licensee or its subcontractors shall be performed in accordance with generally accepted industry standards and all standard specifications, drawings, and procedures required or approved by the City and as applicable, by MoDOT.

2.6 Notification, Joint Installation and Collocation Requirements. Licensee shall, prior to any excavation or installation within the Rights-of-Way, provide sufficient notification and joint installation opportunity on a shared-cost basis to potential users of the Rights-of-Way under such generally applicable written policy or direction as may be established by the City. Licensee shall further make its installed Facilities available to other Licensees on a nondiscriminatory competitively neutral basis as may be required by federal law codified at 47 U.S.C. § 224.

2.7 Licensee Responsible for Costs. Licensee shall be responsible for all reasonable, lawfully reimbursable, documented costs incurred by the City that are directly associated with its installation, maintenance, repair, operation, use, and replacement of its Facilities within the Rights-of-Way, that are not otherwise accounted for as part of the permit fee established pursuant to the ROW Code and not contrary to any applicable requirements of Sections 67.1830 to 67.1846 RSMo. All such costs shall be itemized and the City's books and records related to these costs shall be made available upon request to the Licensee. Licensee shall be responsible for its own costs incurred removing or relocating its Facilities when required to do so by the City due to the City requirements relating to maintenance and use of the Rights-of-Way as set forth in section 7.6, below.

SECTION 3. TERM, COMPENSATION, AND SETTLEMENT

3.1 Term. This Agreement shall be effective for a term of ten (10) years from the Effective Date, and shall continue from year to year thereafter, unless terminated by either party with ninety (90) days prior written notice to the other of an intent to terminate this Agreement following the Initial Term, provided in no circumstance shall this Agreement be effective for longer than twenty (20) years and subject to earlier termination or forfeiture as provided for elsewhere in this Agreement.

3.2 Compensation – User Fees. Licensee agrees to pay the City user fees for use of the Rights-of-way and such other compensation in the amount and under such additional regulations and provisions as are set forth in City's Code and consistent with applicable federal and state law.

3.3 Timing of Payment of User Fees. Payment shall be due and payable on an annual basis in advance. No portion of any user fee shall be subject to refund due to abandonment or removal of the facilities during a prepaid period.

3.4 Fee Statement; Retroactive Adjustments. Licensee shall provide with each user fee payment a statement showing the manner in which the rights-of-way user fee was calculated. If any fee statement is determined to understate the fees owed, then such additional amount owed shall be made with a corrected statement. If Licensee seeks a credit for gross receipts taxes paid to the City during the prior calendar year, it shall also include in such verified statement and for such prior calendar year: (1) all gross revenues received subject to the tax to be credited, (2) total amount of such tax paid to the City, and (3) the dates of each tax payment, and check numbers or other documentation sufficient for the City to verify its receipt of all such payments. Such credit may only be applied to the next annual user fee payment provided such credit and calculation is shown on the statement accompanying the payment. The City retains the right to disallow any credit or portion thereof if the City determines the credit is not documented or otherwise authorized.

3.5 Applicability of Other Fees and Charges. The above required user fees and other compensation required herein shall be in addition to, not in lieu of, all taxes, charges, assessments, licenses, fees and impositions otherwise applicable that are or may be imposed by the City, except as may be provided for in the Code, herein, and as set forth in § 67.1846 RSMo.

SECTION 4. TAXES

The Licensee agrees to pay all legally applicable taxes including license taxes, business taxes, utility taxes, video services provider fees, and other applicable taxes of the City and failure to pay such taxes shall be considered a breach of this Agreement. Nothing herein is intended to alter, amend, modify or expand the taxes that may be lawfully assessed on Licensee's business activities under applicable law. Licensee shall be subject to audit and shall itemize by category of service the amount received and taxes paid for services provided by Facilities in the Rights-of-Way. Such taxes shall be in addition to compensation, if any, required by the City by ordinance or otherwise subject to any limitations herein and of applicable state or federal law.

SECTION 5. TRANSFER OF AGREEMENT OR FACILITIES

5.1 Transfer of Agreement. Unless otherwise prohibited by law, Licensee shall not sell, transfer, lease, or assign this Agreement or its rights under this Agreement, in whole or in part, without obtaining the City's prior consent, which consent will not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing sentence, Licensee may sell, transfer, lease or assign this Agreement or its rights under this Agreement, in whole or in part, with prior written notice to the City if to: (a) any entity controlling, controlled by or under common control with Licensee; (b) any surviving successor entity or newly created successor entity in the event of a merger, reorganization or consolidation involving Licensee. The City reserves the right to be reimbursed for its reasonable costs relating to a transfer of ownership or this Agreement. Licensee shall not change its name under which it does business with the public without providing at least thirty (30) days prior written notice to the City.

5.2 Agreement Binding. In the event of a sale, transfer, assignment or any other transaction Licensee may enter into that involves transfer of Licensee's rights, duties, and privileges under this Agreement, all provisions of this Agreement that are obligatory upon, or that inure to the benefit of Licensee, shall also be obligatory upon and shall inure to the benefit of any and all successors and assigns of Licensee. Further, all obligations, duties, liabilities, limitations, prohibitions, amendments and forfeitures by this Agreement created or imposed upon Licensee shall be binding upon and be assumed, kept and performed by its legal and bona fide assigns and successors in interest, according to the true intent and purpose of this Agreement, whether expressly so stated or not.

5.3 Sale or Lease of Facilities. Except as otherwise may be provided by law, Licensee shall not lease, sell, sublet or otherwise transfer possession or control or use of the Facilities, or any portion thereof, for any purpose to any person that has not, if applicable, obtained a duly issued Agreement, or other grant by the City to use the Rights-of-Way and which includes the authority to use or maintain such leased or transferred Facilities. Notwithstanding the foregoing, Licensee may use and maintain Licensee's installed Facilities for the benefit of its customers of its Communications Service provided that any such

customer shall have no right of physical access to the Facilities in the ROW without a separate agreement with the City.

SECTION 6. FORFEITURE OF LICENSE AND PRIVILEGE.

In case of material failure on the part of the Licensee, its successors and assigns, to comply with any of the provisions of this Agreement, including the provisions of the Code of Ordinances, or if the Licensee, its successors and assigns, should do or cause to be done any act or thing prohibited by or in violation of the terms of this Agreement, including the provisions of the Code, or if the Licensee loses authority to provide its Communication Services or do business within the City under applicable law, or if the Licensee, its successors and assigns, shall forfeit all rights and privileges permitted herein, and all rights hereunder shall cease, terminate, and become null and void, provided that said forfeiture shall not take effect until the City shall carry out the following proceedings: Before the City proceeds to forfeit this Agreement, it shall first serve a written notice upon the Licensee, setting forth in detail the neglect or failure complained of, and the Licensee shall have thirty (30) days thereafter in which to cure the default by complying with the conditions of this Agreement. If at the end of such thirty (30) day period the City determines that the conditions have not been complied with, unless said material default could not have been cured within said thirty (30) day period by Licensee exercising reasonable diligence and Licensee is exercising diligence to cure said default, the City shall take action by an affirmative vote of the Governing Body present at the meeting and voting, at which Licensee may appear and be heard, to terminate the Agreement; setting out the grounds upon which said Agreement is to be canceled or terminated. Nothing herein shall prevent the City from taking any other action or remedy as may be set forth in the City's Code of Ordinances or as may otherwise exist at law. All remedies described in this section are cumulative and in addition to any other rights and remedies to which City may be entitled at law, in equity or under this Agreement.

SECTION 7. GENERAL CONDITIONS

7.1 Compliance With Laws. In performing activities and exercising its rights and obligations under this Agreement, the Licensee shall comply with all applicable federal, state and local laws, ordinances, regulations and policies, including, but not limited to, all laws, ordinances, zoning, and other regulations and policies relating to construction, bonding, insurance, and use of public property.

7.2 Insurance. In addition to the requirements of the ROW Code, except as may be prohibited by law, Licensee shall provide, at its sole expense, and maintain during the term of this Agreement commercial general liability insurance with a reputable, qualified, and financially sound company licensed to do business in the State of Missouri, and unless otherwise approved by the City, with a rating by Best of not less than "A," that shall protect the Licensee, the City, and the City's officials, officers, and employees from claims which may arise from operations under this Agreement, whether such operations are by the Licensee, its officers, directors, employees and agents, or any subcontractors of Licensee. This liability insurance shall include, but shall not be limited to, protection against claims arising from bodily and personal injury and damage to property, resulting from all Licensee operations, products, services or use of automobiles, or construction equipment. The amount of insurance for Single Limit Coverage applying to Bodily and Personal Injury and Property Damage shall in no event be less than the individual and combined sovereign immunity limits established by § 537.610 RSMo., or its successor, for political subdivisions; provided that nothing herein shall be deemed to waive the City's sovereign immunity. An endorsement shall be provided which states that the City is named as an additional insured with full and equivalent coverage as the insured under the insured's policy. Licensee shall provide notice to the City not less than thirty (30) days prior to policy cancellation or material modification. **The insurance requirements in this section or otherwise shall not apply to Licensee to the extent and for such period during this Agreement as Licensee is exempted from such requirements pursuant to § 67.1830(6)(a) RSMo. and has on file with the City Clerk an affidavit certifying that Licensee has twenty-five million dollars in net assets and the facts otherwise establishing that Licensee is therefore so exempted.**

7.3 Construction Guarantee and Maintenance. Licensee agrees that it shall be responsible to guarantee for a period of four years the restoration of the Rights-of-Way, normal wear and tear excepted, in the area where such Licensee conducted excavation and performed the restoration minimally as required

by 67.1834 RSMo. A bond, letter of credit or other surety (collectively "Surety") in the form approved by the City shall be posted if required by the City to guarantee construction performance. **Surety shall not be required to the extent and for such period during this Agreement as Licensee is exempted from such requirements pursuant to § 67.1830(6)(a) RSMo. and has on file with the City Clerk an affidavit certifying that Licensee has twenty-five million dollars in net assets and the facts otherwise establishing that Licensee is therefore so exempted.** Licensee shall also be responsible for maintenance of its Facilities and any and all damage caused to the ROW, equipment within the ROW or otherwise by Licensee's use of the ROW.

7.4 Enforcement. The City shall be entitled to enforce this Agreement through all remedies lawfully available.

7.5 Relationship of the Parties. Under no circumstances shall this Agreement be construed as one of agency, partnership, joint venture, or employment between the Parties.

7.6 Relocation or Removal of Facilities.

7.6.1 In addition to the requirements of the ROW Code, the City may in its exercise of the public interest request, require that Licensee, at Licensee's sole cost and expense, relocate, adjust, or reinstall any of its Licensee's Facilities. The City shall give reasonable notice of such requirement to Licensee, including the location of Facilities to be relocated and a reasonable time to relocate such Facilities. Licensee shall forthwith remove, adjust, or relocate such Facilities within the reasonable time provided by the City in its written notice. The cost of such relocation, removal, or reinstallation of the Facilities shall be the exclusive obligation of said Licensee without expense to the City. If any Facilities are not relocated in accordance with this Section and within the reasonable time frames required by the City, the City or its contractors may relocate the Facilities and the Licensee and its surety shall be jointly and severally liable to the City for any and all costs incurred by the City, including but not limited to any liquidated delay damages. Any time period during which Licensee is unable to relocate its facilities due to a force majeure event or the actions or inactions of a third party, which is unaffiliated to Licensee and not under contract with or control of Licensee, including, without limitation, the City, will not be counted against the reasonable time frame allowed to Licensee to relocate its Facilities.

7.6.2 Licensee shall upon request of any person other than the City requesting relocation of Facilities and holding a validly issued building or moving permit and within a reasonable period as may be established by the City, temporarily raise, lower, adjust, or relocate its Facilities as may be reasonably necessary for permit-holder to exercise its rights under the permit. Except where good cause is approved by the City, a permit-holder must make its request at least 14 days prior to the date it intends to exercise its rights under the permit. If applicable, Licensee will, within 7 days of its receipt of such a request, deliver to the permit-holder an invoice for the services. However, Licensee will not be required to honor any such request unless and until the permit-holder makes payment in advance for any expenses incurred by said Licensee pursuant to said person's request. If any Facilities are not relocated in accordance with this Section and within the reasonable time frames required by the City, the City or its contractors may relocate the Facilities and the Licensee and its surety shall be jointly and severally liable to the City for any and all costs incurred by the City, including but not limited to any liquidated delay damages. Any time period during which Licensee is unable to relocate its facilities due to a force majeure event or the actions or inactions of a third party, which is unaffiliated to Licensee and not under contract with or control of Licensee, including, without limitation, the City, will not be counted against the reasonable time frame allowed to Licensee to relocate its Facilities.

7.7 No Cause of Action Against the City. Licensee shall have no remedy or recourse whatsoever against the City for any loss, cost, expense, or damage arising from any of the provisions or requirements of this Agreement, or because of the enforcement thereof by said City, or for the failure of said City to have the authority to grant, all, or any part, of the rights herein granted; provided that said Licensee expressly acknowledges that it accepted the rights herein granted under this Agreement in reliance upon its independent and personal investigation and understanding of the power of authority of said City to enter into the Agreement herein with Licensee; provided further that the Licensee acknowledges by its acceptance of said Agreement that it has not been induced to enter into this Agreement upon any

understanding, or promise, whether given verbally or in writing by or on behalf of any Party, or by any other person concerning any term or condition of this Agreement not expressed herein; provided further that the Licensee acknowledges by the acceptance of this Agreement that it has carefully read the provisions, terms, and conditions hereof and all incorporated provisions and is willing to, and does accept, all of the risk attendant to said provisions, terms, and conditions of this Agreement. Nothing herein shall be deemed to waive the City's sovereign immunity.

SECTION 8. INDEMNIFICATION

Licensee at its sole cost and expense, hereby agrees to indemnify, protect, release, defend (with counsel acceptable to the City) and hold harmless the City, its municipal officials, elected officials, councils, boards, commissions, officers, employees, attorneys, and agents, from and against any and all causes of action, claims, demands, all contractual damages and losses, economic damages and losses, all other damages and losses liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, remedial actions of any kind, and all costs and expenses of any kind, including, without limitation, reasonable attorney's fees and costs of defense arising, directly or indirectly, in whole or in part, from the action or inaction of Licensee, its agents, representatives, employees, contractors, subcontractors or any other person for whose acts Licensee may be liable, in constructing, operating, using, maintaining, repairing, restoring or removing Facilities, or in carrying on Licensee's business or operations in the City, or out of the fact that the City entered into this Agreement with Licensee, the rights granted to Licensee, or the activities performed, or failed to be performed, by Licensee under this Agreement, or otherwise, except to the extent arising from or caused by the sole or gross negligence or willful misconduct of the City, its elected officials, officers, employees, agents or contractors, or as otherwise may be limited by law. This indemnity shall apply, without limitation, to any claim or cause of action for invasion of privacy, defamation, antitrust, negligence, theft, fire, violation or infringement of any copyright, trademark, trade name, service mark or patent or intellectual property right of any person, whether or not any act or omission complained of is authorized, allowed or prohibited by this Agreement. The indemnification, duty to defend, and hold harmless obligations set forth in this Section shall survive for a period of five (5) years after the date of expiration or termination of this Agreement.

SECTION 9. NOTICE

9.1 Any notice, demand, consent, approval, request or other communication required or permitted to be given to either Party under or with respect to this Agreement (collectively, "Notice") must be in writing and must be delivered in person, by a reputable overnight delivery service or by certified mail, postage prepaid, return receipt requested, to the appropriate address(es) set forth below:

If Notice to Licensee:

MCImetro Access Transmission Services Corp.
d/b/a Verizon Access Transmission Services
600 Hidden Ridge Drive, #E02E97
Irving, TX 75038
Attn: Contracts & Rights-of-Way Manager

with a copy (except for invoices) to:

Verizon Business Services
1320 N. Courthouse Road, Suite 900
Arlington, VA 22201
Attn: General Counsel, Network & Technology

If Notice to City:

City Manager
506 Main Street
Belton, Missouri 64012

With a copy (except for invoices) to:
City Attorney
506 Main Street
Belton, Missouri 64012

9.2 If notice is given by personal delivery, a receipt indicating that personal delivery was made must be obtained. Notice will be deemed effective on the date of receipt by the addressee as shown on the receipt if given by personal delivery, on the return receipt if notice is given by certified mail or the confirmation of delivery form if notice is given by overnight delivery service. Rejection or refusal to accept or the inability to deliver because of a changed address of which no proper notice was given will be deemed to be receipt of the notice as of the date of rejection, refusal or inability to deliver. Either Party may change its address for notice by giving notice of address change to the other Party in the manner for giving notice prescribed in Section 9.1.

SECTION 10. MISCELLANEOUS

10.1 This Agreement and all Exhibits constitute the entire Agreement between the Parties as to the subject matter of this Agreement, and no negotiations or discussions prior to the Effective Date shall be of any effect.

10.2 The invalidity in whole or in part of any provision of this Agreement shall not affect the validity of any other provision.

10.3 No term or condition of this Agreement will be deemed to have been waived by a Party unless the waiver is made in writing and is signed by the Party against whom the waiver is claimed. No waiver of default or breach of this Agreement or consent to the default or breach will be deemed to have been waived or consented to unless the waiver or consent is made in writing and signed by the Party against whom the waiver or consent is claimed. The waiver of or consent to a breach or default of this Agreement will not be deemed to be a waiver of or consent to any other breach or default of this Agreement, or to or any subsequent breach or default of the same term, or condition of this Agreement. No course of dealing or conduct or failure of a Party to strictly enforce any term, right or condition of this Agreement constitutes a general waiver or relinquishment of the term, right or condition.

10.4 The rights and remedies of the Parties shall be cumulative and in addition to any other rights and remedies provided by law or equity. The laws of the State of Missouri shall govern this Agreement.

10.5 This Agreement is for the benefit of the Parties and not for any other person or entity. This Agreement creates no third-party beneficiary rights.

SECTION 11. EFFECTIVE DATE AND ACCEPTANCE

This Agreement shall be effective on the date this Agreement is last signed by both Parties ("Effective Date"). The Parties acknowledge that this Agreement is a lawful contract between them, that they entered into this Agreement voluntarily, and have full authority to sign this Agreement.

IN WITNESS WHEREOF, this Agreement is entered into as of the Effective Date.

CITY OF BELTON, MISSOURI

**MCIMETRO ACCESS TRANSMISSION
SERVICES CORP. D/B/A VERIZON
ACCESS TRANSMISSION SERVICES**

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The forgoing instrument was acknowledged before me this _____, 2018, by _____, on behalf of MCImetro Access Transmission Services Corp. d/b/a Verizon Access Transmission Services. This person is personally known to me or has produced _____ as identification.

(Signature of Notary taking Acknowledgment)

Notary Public, State of _____

My Commission Expires: _____

EXHIBIT A
SPECIAL CONDITIONS APPLICABLE TO COMMUNICATION COMPANIES

- 1) Restoration requirement will include sod placement where ROW is excavated and provision for watering in sod until established.
- 2) Any booster boxes located in the ROW will not be placed in the path of a sidewalk.
- 3) Coordination will be required with MoDOT for any ROW they control along Highway 58. Other jurisdictions including the City of Raymore, Village of Loch Lloyd and Cass County, as applicable, may be involved and separate communications will be required by Licensee.
- 4) Reasonable notice at each parcel along the length of the route and working area will include at least a forty-eight (48) hour notification in writing including a door hanger with wording approved by the City.

SECTION VII
D

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 2018.

WHEREAS, the Downtown Main Street, Inc. has successfully sponsored, organized, promoted and provided administrative support for the Fall Festival in downtown Belton for many years; and

WHEREAS, the City of Belton has determined that the Fall Festival is in the best interests of the City by promoting economic development activities, strengthening the central business district and contributing to the preservation of the historic character in the downtown area; and

WHEREAS, the City of Belton contributes to this public festival by providing access to special event liability insurance, use of city properties and services in the downtown area and assisting the Main Street group with security and traffic control.

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 Public Service Agreement, herein attached and incorporated as **Exhibit A** to this ordinance, to facilitate the Fall Festival activities in the historic downtown business district.
- Section 2.** That the Mayor is authorized to sign the agreement on behalf of the City of Belton.
- Section 3.** That this ordinance shall be in full force and effect from and after the date of its passage and approval.
- Section 4** That all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

READ FOR THE FIRST TIME: July 24, 2018

READ FOR THE SECOND TIME AND PASSED:

Mayor Jeff Davis

Approved this _____ day of _____, 2017.

Mayor Jeff Davis

ATTEST:

Kellie Herald, Deputy City Clerk
of the City of Belton, Missouri

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

I, Kellie Herald, Deputy City Clerk, do hereby certify that I have been duly appointed Deputy City Clerk of the City of Belton and the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the 24th day of July, 2018, and thereafter adopted as Ordinance No. 2018-_____ of the City of Belton, Missouri, at a regular meeting of the City Council held on the ____ day of _____, 2018, after the second reading thereof by the following:

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

Kellie Herald, Deputy City Clerk
of the City of Belton, Missouri

**PUBLIC SERVICE AGREEMENT BY AND BETWEEN
THE CITY OF BELTON
AND
DOWNTOWN BELTON MAIN STREET, INC**

This Agreement, made and entered into this ____ day of _____, 2018, is by and between Downtown Belton Main Street, Inc., a Missouri nonprofit corporation (hereinafter "Main Street"), and the City of Belton, Missouri, a Missouri constitutional charter city (hereinafter "City").

WITNESSETH:

WHEREAS, Main Street was created to provide education and charitable resources in order to promote and strengthen a diverse central business district and preserve historic character and assets in the City; and

WHEREAS, as part of its public purpose, Main Street sponsors the Fall Festival ("Fall Festival") and has requested City assistance in securing insurance, providing access to certain City properties on Main Street and other services as detailed in **Attachment A** to this Agreement for the Fall Festival (hereinafter "City Assistance"); and

WHEREAS, the City has determined that the Fall Festival is in the best interest of the City because it promotes the general health, safety, and welfare of the City, provides economic development activities and promotes a public purpose.

NOW THEREFORE, in consideration of mutual undertakings and mutual benefits from the services set forth herein, the City and Main Street agree as follows:

I. SCOPE OF SERVICES

Main Street will sponsor, organize, promote and provide administrative oversight for the Fall Festival, as outlined in **Attachment A** of this Agreement, on September 7 and 8, 2018 for the benefit of the citizens of the City of Belton, Missouri.

II. CONTRIBUTION IN SUPPORT OF PUBLIC PURPOSE

In order to facilitate a public purpose, the City agrees to add Downtown Belton Main Street, Inc., as an additional insured on the general comprehensive liability insurance as a Special Event. The City also agrees to provide access to certain City properties along Main Street for the Fall Festival and other services as detailed in **Attachment A** to this Agreement.

III. TERM AND TIME OF PERFORMANCE

The term of this Agreement shall be effective on September 7 and 8, 2018.

IV. ASSIGNMENT/SUBCONTRACTS

Main Street and the City hereby agree that this Agreement shall not be assigned, transferred, conveyed, or otherwise disposed of without the prior consent of the other party to the Agreement, however, parties agree that Main Street may subcontract for trash and electrical services without prior approval of the City.

V. NON-DISCRIMINATION PROVISIONS

Main Street and its subcontractors will not discriminate against any employee or applicant for employment because of race, color, disability, age, religion, sex, or national origin. Main Street will take affirmative action to ensure that applicants are employed in good faith. Main Street and its subcontractors will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

VI. COMPLIANCE WITH THE LAW

All parties shall comply with all applicable federal, state, and local laws, ordinances, codes, and regulations.

VII. INTEREST OF LOCAL PUBLIC OFFICE

No member of the City Council of the City, or any officer, employee, or agent of the City who exercises any functions or responsibilities in connection with review or approval of the work to which this Agreement pertains, shall have any personal interest, direct or indirect, in the Agreement or the proceeds thereof except as permitted by the law of the State of Missouri.

VIII. INDEPENDENT CONTRACTOR

Main Street is not authorized or empowered to make any commitments or incur any obligation on behalf of the City, and is merely acting as an independent contractor.

IX. INDEMNIFICATION

Main Street shall indemnify, release, defend, become responsible for, and forever hold harmless the City, its officers, agents, employees, elected officials, and attorneys, each in their official and individual capacities, subject to the provisions set forth in the Missouri Sovereign Immunity Statute, from and against all lawsuits, suits, actions, costs, claims, demands, damages, disability, losses, expenses, including reasonable attorney's fees and other defense costs, or liabilities, of any character and from any cause whatsoever brought because of bodily injury or death received or sustained, or loss or damage received or sustained, by any person, persons, or property arising out of or resulting from any act, error, omission, or intentional act of Main Street or its agents, employees, or subcontractors, arising out of or in any way connected with the operations expressly authorized herein; provided, however, that Main Street need not save harmless the City from claims, demands, losses, and expenses arising out of the sole negligence of the City, its employees or agents. In addition, the City shall not be liable or responsible in any manner to any subcontractor with whom Main Street has contracted for additional services under the terms of the Agreement.

X. TERMINATION OF THIS AGREEMENT

This Agreement may be terminated at any time by written, mutual agreement, of all parties, provided all applicable laws and regulations are complied with. The City shall have the right at its option to terminate this Agreement and be free of all obligations hereunder in the event that Main Street is in default or violation of the terms, conditions, assurance, or certifications of this Agreement. Non appropriation of funds by the City Council shall not be considered a violation or default of this Agreement.

XI. NOTICE

Any notice required by this contract is deemed to be given if it is mailed by United States certified mail, postage prepaid, and addressed as hereinafter specified.

Notice to the City shall be addressed to:

City Manager
City of Belton, Missouri
506 Main Street
Belton, Missouri 64012

Notice to Main Street shall be addressed to:

President
Downtown Belton Main Street, Inc.
408 Main Street
Belton, Missouri 64012

XII. AMENDMENTS

In order to provide necessary flexibility for the most effective execution of this Agreement, whenever both the City and Main Street mutually agree, changes to this Agreement may be effected by placing them in written form and incorporating them into this Agreement as an amendment.

XIII. SEVERABILITY

It is mutually agreed that in case any provision of this Agreement is determined by a court of law to be unconstitutional, illegal, or unenforceable, it is the intention of the parties that all the other provisions of this Agreement shall remain in full force and effect.

XIV. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to its subject matter and any prior agreements, understandings, or other matters, whether oral or written, are hereby merged into and made a part hereof, and are of no further force or affect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

DOWNTOWN BELTON MAIN STREET, INC.

CITY OF BELTON, MISSOURI
A Municipal Corporation

President

Mayor

ATTEST:

ATTEST:

Treasurer

Deputy City Clerk

ATTACHMENT A
COORDINATED FALL FESTIVAL ACTIVITIES
Friday, September 7, 2018 4:00-10:00 pm
Saturday, September 8, 2018 9:00 am – 10:00 pm

BY DOWNTOWN BELTON MAIN STREET, INC.

- Solicit and organize vendors
- Hire musicians
- Hire subcontractors for portable toilets, trash and electric
- Secure any electric permits or licenses that may be required for subcontracted electrical work
- Provide stage, tables, chairs, sound equipment
- Promote festival through various media:
 - Brochures/Flyers
 - Websites
 - Local Cable Channel
- Provide city water billing department with 8,000 copies of the flier for insertion in the water bills
- Provide for ADA accommodations in parking and accessibility on streets, ramps and sidewalks
- Advertise pet guidelines for promotion of safe and healthy environment
- Coordinate activities with downtown merchants
- Apply for sign permit and post festival signage around town
- Post “no parking” signs on Main, Ella, and Walnut on 9/6 in the evening, with approval from the Police and Street Departments – provide the city with a copy of the sign that will be posted
- Secure approval from the Police and Street Departments to make the eastern end of Main St a two-way street for the festival
- Inform the Belton School District and school bus company of the street closures and possible two-way street at the eastern end of Main St
- Inform landlords, businesses, and residents along Main St and other closed streets about the street closures and parking restrictions
- Provide portable toilets on Loop Rd near the north side of Bays at the Moon – they will be delivered on 9/6 and picked up 9/9
- Clean up streets and sidewalks – before and after
- Staff the festival
- Provide post-festival evaluation
- If a beer garden will be available at the festival, coordinate with City Clerk’s office for necessary approvals and permits
- Coordinate benefits and support from City (City assistance):

Administration

- Insurance for special event coverage on city policy
- Insert fliers in water bills
- Access to vacant lots owned by City on Main Street
- City to post event on website/social media/TV

Street Department

- Close public streets from 10 am on 9/7 through 10 pm on 9/8
- Provide traffic cones early on 9/7
- Use traffic cones on the eastern end of Main St to make it into a two-way street for the festival

- Street lights turned on for constant power supply from the street light poles
- Check street lights on Main, Loop, Walnut and Ella adjacent to main St to make sure any burned out lights are replaced
- Allow DBMS, Inc to post “no parking” signs on Main, Ella, and Walnut on 9/6 in the evening

Water Department

Water provided to vendors through outside faucets at City Hall and fire hydrant meter on Main Street

Park Department

Provide trash barrels – two per block and two on Loop Rd

Fire Department

Open restroom at Main Street Fire Station

BEMA volunteers

Security and traffic control

Police Department

Police officers assigned to festival area

Allow DBMS, Inc to post “no parking” signs on Main, Ella, and Walnut on 9/6 in the evening



CERTIFICATE OF COVERAGE

6/29/2018

This certificate is issued as a matter of information only and confers no rights upon the certificate holder.
This certificate does not amend, extend or alter the coverage afforded by the policies below.

Covered Entity:
 Midwest Public Risk Of Missouri
 19400 E Valley View Parkway
 Independence, MO 64055
 City of Belton, MO

Companies affording Coverage:

- A. Midwest Public Risk of Missouri (Property, Liability, WC)
- B. Hartford Fire Insurance Company (Property)
- C. Governmental Entities Mutual/Munich Re America (Liability)
- D. Safely National (Workers' Compensation)
- E. CNA Equipment Breakdown

This is to certify that the coverages listed below have been issued to the member named above for the 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 coverage described herein is subject to all the terms, exclusions and conditions of the relevant coverage document.

Coverage Type	Policy Number	Effective Date	Expiration Date	Covered Property	Limits
<input checked="" type="checkbox"/> Property	MPR 003	7/1/2018	6/30/2019	<input checked="" type="checkbox"/> Buildings <input checked="" type="checkbox"/> Personal Property <input checked="" type="checkbox"/> Contents <input checked="" type="checkbox"/> Inland Marine <input checked="" type="checkbox"/> Auto Physical Damage	400,000,000
<input checked="" type="checkbox"/> General Liability <input checked="" type="checkbox"/> Occurrence <input type="checkbox"/> Claims Made	MPR 003	7/1/2018	6/30/2019	Each Occurrence Medical Expense Personal/Advertising Injury Member Aggregate	3,804,046 5,000 3,804,046 5,000,000
<input checked="" type="checkbox"/> Auto Liability <input checked="" type="checkbox"/> Any Auto <input checked="" type="checkbox"/> Owned/Scheduled <input checked="" type="checkbox"/> Hired/Non-Owned <input checked="" type="checkbox"/> Drive Other Car	MPR 003	7/1/2018	6/30/2019	Combined Single Limit (per occ) Bodily Injury (per person) Bodily Injury (per occ) Property Damage (per occ)	3,804,046
<input checked="" type="checkbox"/> Cyber <input checked="" type="checkbox"/> Crime and Employee Fidelity <input checked="" type="checkbox"/> Boiler & Machinery	MPR 003	7/1/2018	6/30/2019		2,000,000 1,000,000 10,000,000
<input checked="" type="checkbox"/> Workers' Compensation	AGC4049010	7/1/2018	6/30/2019	<input checked="" type="checkbox"/> Statutory Limits <input checked="" type="checkbox"/> Employers' Liability Each Accident Policy Limit	1,000,000 1,000,000

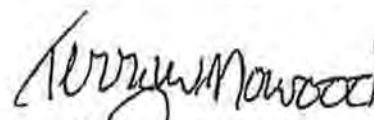
Description of operations / locations/ vehicles / exclusions added by endorsement / special provisions:

Belton Fall Festival - Downtown Belton Main Street Inc. is an additional insured but only as required by written contract. This event is annual, but the date will change each year.

Certificate Holder:

Downtown Belton Main
 Street Inc. 506 Main
 Street Belton, MO 64012

Cancellation: Should any of the above described coverages be cancelled before the expiration date thereof, MPR will not be held liable or obligated to the Member, its agents or representatives.


 Terry W. Norwood, CEO

SECTION VIII

A

R2018-39

A RESOLUTION FORMALLY ACCEPTING THE AUTUMN WOODS SUBDIVISION NEW PUBLIC INFRASTRUCTURE OF 877 FEET OF 8" WATER LINE; 1,187 FEET OF 8" SANITARY SEWER LINE; AND ONE STOP SIGN WITH A TWO-YEAR MAINTENANCE BOND IN THE AMOUNT OF \$227,498.00.

WHEREAS, Section 36-111 of the Unified Development Code provides for formal acceptance of public improvements by the City of Belton according to the following:

(a) Developer shall submit one original on Mylar and four copies of "as built" plans to the city engineer prior to requesting final acceptance of improvements.

(b) Upon the determination by the city council, after consideration of the opinion of the building inspector that there are no defects, deficiencies, or deviations in the improvements, and that all improvements have been installed in conformance with the approved engineering drawings, and with the requirements of these regulations, the city council shall by resolution or by letter, respectively, formally accept such improvements. The improvements shall become the property of the city council or appropriate utility company involved.

(1) Maintenance of improvements. Prior to the acceptance by the City of Belton of the improvements required herein, except those improvements required by section 36-108, the subdivider shall provide one of the following to guarantee the improvements against defects in workmanship and materials, and providing for the normal maintenance for the first two years after the date of acceptance of such improvements. Such guarantee shall be in an amount equal to 100 percent of the estimated cost of the improvement.

a. Maintenance bond written by a bonding company, or

b. Cash deposited in escrow from which the subdivider would be entitled to any interest income, or

c. Upon approval of the city council, a personal surety bond; and

WHEREAS, new public infrastructure was installed, inspected, and tested per City of Belton standards including 877 feet of 8" water line; 1,187 feet of 8" sanitary sewer line; and a stop sign located at the following location:

- Autumn Woods Drive (private street) at Markey Road, northwest corner of the intersection; and

WHEREAS, the City has received a two-year maintenance bond for the above-mentioned new public infrastructure in the amount of \$227,498.00; and

WHEREAS, the water line, sanitary sewer line, and stop sign have been installed within the Utility Easement dedicated on the Final Plat dated May 26, 2015 and recorded on July 22, 2016 under Book 22, Page 67 by the Cass County Recorder; and

WHEREAS, the City Council believes that the formal acceptance and guarantee of maintenance of this public infrastructure is in the best interest of the City and its transportation, water, sewer, fire protection, and storm water systems.

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

SECTION 1. That the Autumn Woods Subdivision water line, sanitary sewer line, and stop sign are hereby formally accepted by the City of Belton and shall become the property of the City.

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

Duly read and passed this 24th day of July, 2018.

Mayor Jeff Davis

ATTEST:

Kellie Herald, Deputy City Clerk
of the City of Belton, Missouri

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

I, Kellie Herald, Deputy City Clerk, do hereby certify that I have been duly appointed Deputy 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 24th day of July, 2018, and adopted at a regular meeting of the City Council held the 24th day of July, 2018 by the following vote, to-wit:

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

Kellie Herald, Deputy City Clerk
of the City of Belton, Missouri



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: July 24, 2018

DIVISION: Public Works Engineering

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

<input type="checkbox"/> Ordinance	<input checked="" 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"/> Presentation	<input type="checkbox"/> Both Readings

ISSUE/RECOMMENDATION:

As is required by Section 36-111 of the Unified Development Code that provides for formal acceptance of public improvements by the City of Belton, this is a procedural item for acceptance of new infrastructure constructed and completed with the construction of Autumn Woods Subdivision. These public improvements consist of the following:

- 877 feet of 8” water line
- 1,187 feet of 8” sanitary sewer line
- Stop sign located at the following location:
 - Autumn Woods Drive (private street) at Markey Road, northwest corner of the intersection

These improvements have been installed, inspected, and tested per City of Belton standards. The City has received a two-year maintenance bond for the above-mentioned public improvements in the amount of \$227,498.00.

The water line, sanitary sewer line, and stop sign have been installed within the Utility Easement dedicated on the Final Plat dated May 26, 2015 and recorded on July 22, 2016 under Book 22, Page 67 by the Cass County Recorder.

IMPACT/ANALYSIS:

N/A

STAFF RECOMMENDATION, ACTION, AND DATE:

Approve and authorize a resolution formally accepting the Autumn Woods subdivision new public infrastructure of 877 feet of 8” water line; 1,187 feet of 8” sanitary sewer line; and one stop sign with a two-year maintenance bond in the amount of \$227,498.00.

LIST OF REFERENCE DOCUMENTS ATTACHED:

- Resolution
- Infrastructure Acceptance Memo
- Site Map



**CITY OF BELTON – PUBLIC WORKS
MEMORANDUM**

PUBLIC WORKS

Date: June 28, 2018
To: Celia Duran, Director of Public Works
From: Ron Raines, Public Works Construction Inspector
Subject: Autumn Woods Subdivision Public Infrastructure

The Public Infrastructure for the Autumn Woods Development is complete. These public improvements consist of 877 feet of 8" waterline with as well as 1,187 feet of 8" sanitary sewer line. These improvements have been installed, inspected, and tested per City of Belton standards. We have received a maintenance bond for the above mentioned public improvements in the amount of \$227,498.00.

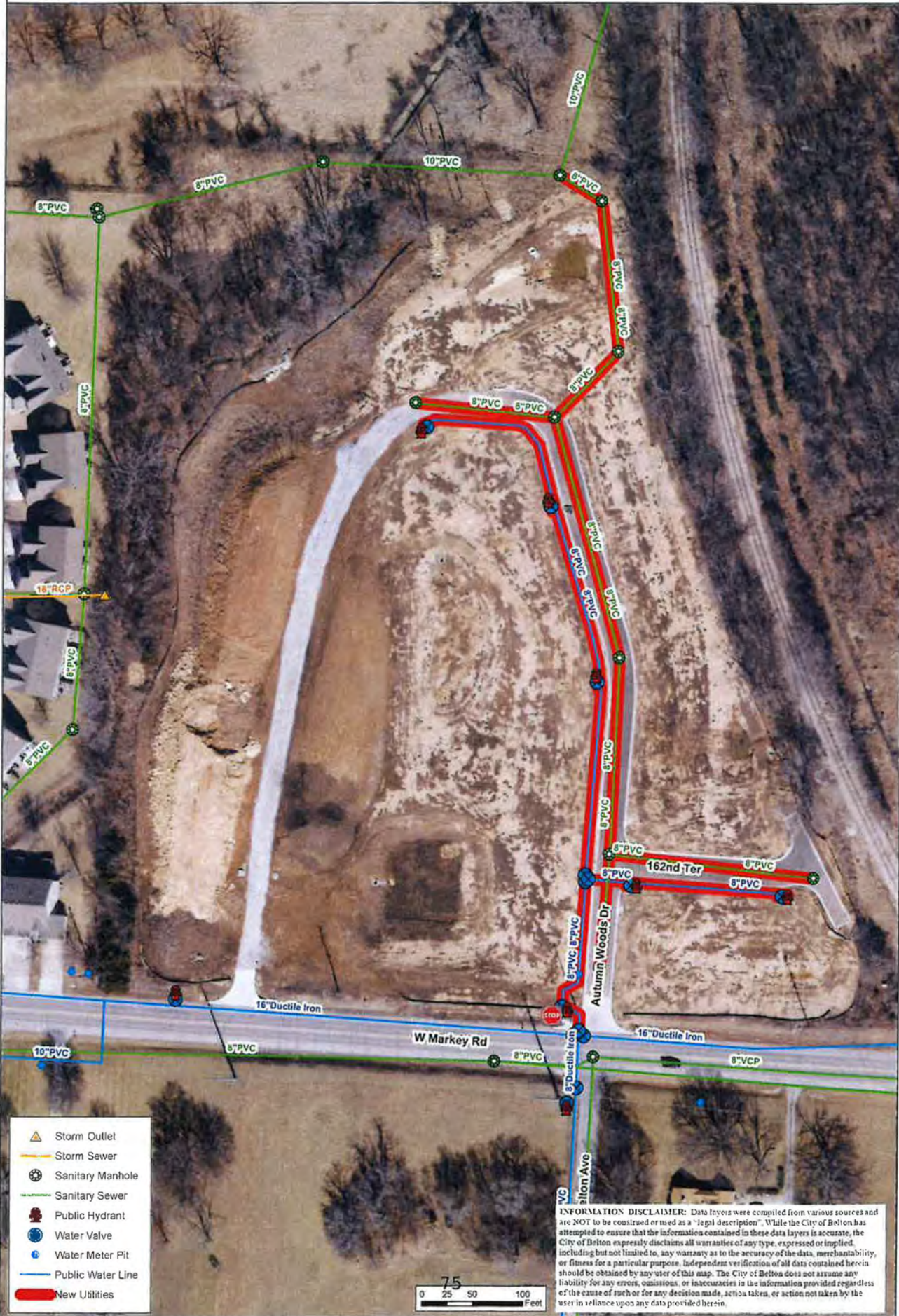
A stop sign is at the following location:

Atatum Woods Drive (private street) at Markey Road, northwest corner of the intersection.

These improvements are ready to be presented to the City Council during a regular session as a Consent Item for formal acceptance.



Utility Map - Autumn Woods



SECTION VIII

B

R2018-40

A RESOLUTION APPROVING PAYMENT UNDER TASK AGREEMENT 2018-2 FOR SUPERIOR BOWEN ASPHALT COMPANY, LLC'S REPLACEMENT OF THE WASTEWATER TREATMENT FACILITY'S ASPHALT DRIVEWAY FOR AN AMOUNT OF \$30,875.00.

WHEREAS, the FY19 budget for the Public Works Water Services Division includes funds to replace the Wastewater Treatment Facility (WWTF) asphalt driveway that is shared with Construction Industry Laborers Training (CILT) across the street from the WWTF; and

WHEREAS, Staff from Water Services and CILT agreed to share the cost for replacing the driveway subject to review and approval of an agreement by the City Council; and

WHEREAS, following preliminary discussions between the City and CILT, CILT unknowingly preempted City procurement requirements by proceeding with the work using this project as a training opportunity for its students. CILT hired Superior Bowen Asphalt Company, LLC (Superior Bowen) and completed the work and training without discussing this with Water Services Division staff and obtaining appropriate approvals from staff and City Council. Superior Bowen is the City's contractor for the street preservation program, per Ordinance No. 2018-4420, that is currently underway in the City; and

WHEREAS, Superior Bowen has submitted an invoice to the City for the work completed and unit costs are less than unit costs in the current street preservation contract between the contractor and the City. Additionally, the FY19 budget allowed \$50,000.00 for this project, but the actual cost of the project was \$30,875.00, which was discounted because CILT students performed much of the work with oversight by Superior Bowen; and

WHEREAS, although CILT and Superior Bowen did not obtain prior approval per City requirements, staff recommends approval and payment of this invoice. The work meets City standards and specifications, and the cost is well under the budgeted amount and unit costs in the City's current street preservation contract with Superior Bowen. City staff will ensure that CILT follows through with the remaining compensation to Superior Bowen; and

WHEREAS, the City Council believes approving payment under task agreement 2018-2 for Superior Bowen Asphalt Company, LLC's replacement of the wastewater treatment facility's asphalt driveway for an amount of \$30,875.00 is beneficial to the citizens of Belton.

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

SECTION 1. That this resolution approving payment under Task Agreement 2018-2 for Superior Bowen Asphalt Company, LLC's replacement of the wastewater treatment facility's asphalt driveway for an amount of \$30,875.00, herein attached and incorporated as **Exhibit A**, is hereby approved.

SECTION 2. The City Manager and Director of Public Works are authorized and directed to execute the task agreement on behalf of the City.

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

Duly read and passed this 24th day of July, 2018.

Mayor Jeff Davis

ATTEST:

Kellie Herald, Deputy City Clerk
of the City of Belton, Missouri

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

I, Kellie Herald, Deputy City Clerk, do hereby certify that I have been duly appointed Deputy 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 24th day of July, 2018, and adopted at a regular meeting of the City Council held the 24th day of July, 2018 by the following vote, to-wit:

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

Kellie Herald, Deputy City Clerk
of the City of Belton, Missouri



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: July 24, 2018

DIVISION: Public Works/Water Services

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

<input type="checkbox"/> Ordinance	<input checked="" 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"/> Presentation	<input type="checkbox"/> Both Readings

ISSUE/RECOMMENDATION:

The FY19 budget for the Public Works Water Services Division includes funds to replace the Wastewater Treatment Facility (WWTF) asphalt driveway that is shared with Construction Industry Laborers Training (CILT) across the street from the WWTF. Staff from Water Services and CILT agreed to share the cost for replacing the driveway subject to review and approval of an agreement by the City Council.

Following preliminary discussions between the City and CILT, CILT unknowingly preempted City procurement requirements by proceeding with the work using this project as a training opportunity for its students. CILT hired Superior Bowen Asphalt Company, LLC (Superior Bowen) and completed the work and training without discussing this with Water Services Division staff and obtaining appropriate approvals from staff and City Council. Superior Bowen is the City’s contractor for the street preservation program per Ordinance No. 2018-4420 that is currently underway in the City.

Superior Bowen is knowledgeable of City procedures, and the work was inspected and meets City standards and specifications. Superior Bowen has submitted an invoice to the City for the work completed and unit costs are less than unit costs in the current street preservation contract between the contractor and the City. Additionally, the FY19 budget allowed \$50,000.00 for this project, but the actual cost of the project was \$30,875.00, which was discounted because CILT students performed much of the work with oversight by Superior Bowen.

Although CILT and Superior Bowen did not obtain prior approval per City requirements, staff recommends approval and payment of this invoice. The work meets City standards and specifications, and the cost is well under the budgeted amount and unit costs in the City’s current street preservation contract with Superior Bowen. City staff will ensure that CILT follows through with the remaining compensation to Superior Bowen.

IMPACT/ANALYSIS:

FINANCIAL IMPACT

Contractor:	Superior Bowen Asphalt Company, LLC	
Amount of Request/Contract:	\$	30,875.00
Amount Budgeted:	\$	50,000.00
Funding Source:	660-0000-495-7300, Project Number WW1903	
Additional Funds:	\$	n/a
Funding Source:	n/a	
Encumbered:	\$	n/a
Funds Remaining:	\$	n/a

STAFF RECOMMENDATION, ACTION, AND DATE:

Approve as a resolution to pay the invoice from Task Agreement 2018-2 for Superior Bowen Asphalt Company, LLC's replacement of the Wastewater Treatment Facility's asphalt driveway for an amount of \$30,875.00.

LIST OF REFERENCE DOCUMENTS ATTACHED:

- Attachment A: Superior Bowen Asphalt Company, LLC Invoice
- Task Agreement 2018-2



SUPERIOR BOWEN ASPHALT COMPANY, L.L.C.

2501 Manchester Trafficway • Kansas City, Missouri 64129
(816) 921-8200 • Fax (816) 921-8251



Date: 5/3/2018

To: City of Belton 506 Main St Belton, MO 64012 Attn: Don Tyler Ph: (816) 331-4331 Fax:	Project Name: Mullen Road Repair & Overlay Project Location: Mullen Road Invoice #: 12584.01
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Invoice:

Item	Description	Unit	Quantity	Rate	Amount
10	3" Asphalt Overlay	TON	50	\$85.00	\$4,250.00
20	6" Asphalt Pavement	TON	225	\$85.00	\$19,125.00
50	Cold Milling	LS	1	\$7,500.00	\$7,500.00
Total					\$30,875.00

FAILURE OF THIS CONTRACTOR TO PAY THESE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, REMO. TO AVOID THIS RESULT YOU MAY ASK THE CITY OF BELTON FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.

Attachment 1



PUBLIC WORKS City of Belton – Public Works Task Agreement

Contract: 2018 Cooperative Agreement

Ordinance or Resolution:	Task Agreement No: 2018-2	Funding Amount: \$30,875.00 Date of Schedule of Hourly Rates and Expenses: NA Purchase Order No: NA
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Project Title: **Waste Water Treatment Facility Driveway**

Contractor/Consultant (including subs): Superior Bowen Asphalt Company, LLC

Division and Staff Project Manager: Michael Christopher

Project Management Manual reviewed: NA

Attachments (Gantt Chart, etc.): Invoice

PROJECT Scope (can be in the form of an attachment): attached

Staff Signatures		Partner Signatures	
Director of Public Works: Celia Duran	City Manager: Alexa Barton	Project Manager:	Company Principal (if different):
Signature: _____	Signature: _____	Signature:	Signature:
Date: _____	Date: _____	Date: <u>7-13-18</u>	Date: <u>7-13-18</u>

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

Report(s) Received:

Work on File:

This Task Agreement is subject to all the provisions included in the FY 2018 Cooperative Agreement City of Peculiar

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



SUPERIOR BOWEN ASPHALT COMPANY, L.L.C.

2501 Manchester Trafficway • Kansas City, Missouri 64129
(816) 921-8200 • Fax (816) 921-8251



Date: 5/3/2018

To: City of Belton 506 Main St Belton, MO 64012	Project Name Mullen Road Repair & Overlay Project Location Mullen Road Invoice # 12584 01
Attn: Don Tyler Ph: (816) 331-4331 Fax:	

Invoice:

Item	Description	Unit	Quantity	Rate	Amount
10	3" Asphalt Overlay	TON	50	\$85 00	\$4,250.00
20	6" Asphalt Pavement	TON	225	\$85 00	\$19,125.00
50	Cold Milling	LS	1	\$7,500.00	\$7,500.00
Total					\$30,875.00

FAILURE OF THIS CONTRACTOR TO PAY THESE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, REMO. TO AVOID THIS RESULT YOU MAY ASK THE SUPPLIER FOR 'LIEN WAIVERS' FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.

