



**Agenda of the Belton City Council
Work Session, Public Hearing
& Regular Meeting
January 22, 2019 – 6:00 p.m.
City Hall Annex
520 Main Street, Belton, Missouri**

Mayor **I. CALL WORK SESSION TO ORDER**

II. ITEMS FOR REVIEW AND DISCUSSION

A. Budget Overview Sheila

1. Personnel Changes
2. General Fund

B. Rental Inspection Program Dave

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Mayor **III. ADJOURN WORK SESSION**

Mayor **IV. CALL PUBLIC HEARING TO ORDER – 7:00 P.M.**

Pursuant to Sections 99.800 to 99.865 of the Revised Missouri Statutes (RSMo), a public hearing to determine if the following tax increment financing plans and the redevelopment projects associated with such plans are making satisfactory progress under the proposed time schedules contained within the approved plans for completion of the projects.

- Belton Towne Center
- Belton Marketplace
- Y Highway Market Place
- Southtowne Plaza
- Y Belton Plaza
- Cedar Tree

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Mayor **V. ADJOURN PUBLIC HEARING**

Mayor **VI. CALL REGULAR MEETING TO ORDER**

VII. PLEDGE OF ALLEGIANCE – Councilman VanWinkle

VIII. ROLL CALL

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

A. Motion approving the minutes of the January 8, 2019, City Council Regular Meeting and the January 15, 2019 City Council Special Meeting

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B. Motion approving the November 2018 and December 2018 Municipal Division Summary Report for Municipal Court.

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**C. Motion approving Resolution R2019-09
A resolution authorizing and directing the Custodian of Records of the City of Belton, Missouri to destroy certain records that have exceeded the retention requirements as set forth by the State of Missouri.**

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**D. Motion approving Resolution R2019-10
A resolution approving Task Agreement 2018-8 with Trekk Design Group, LLC to perform design and construction services for the Cherry Hill Stormwater Improvements Project in the amount of \$30,132.90.**

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**E. Motion approving Resolution R2019-11
A resolution approving a Collective Bargaining Agreement between the City of Belton and Local No. 42 – International Association of Firefighters.**

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**F. Motion approving Resolution R2019-12
A resolution of the City of Belton, Missouri approving the renewal of an On-Call Pump Repair and Service Agreement with 1) Cogent, Inc. (Lee Mathews/Fluid Equipment), 2) JCI Industries, Inc., and 3) FTC Equipment, LLC, for a term of one (1) year with the option of up to two (2) additional one (1) year renewals.**

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G. Motion approving Resolution R2019-13

A resolution approving the renewal of Supplemental Agreement No. 1 to Service Agreement for On-Call Water, Wastewater, and Stormwater Services between the City of Belton and Precision Construction and Contracting, LLC for a term of one (1) year with the option of up to three (3) additional one (1) year renewals.

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X. PERSONAL APPEARANCES

Mayor XI. ORDINANCES

1st & 2nd Reading **A. Motion approving both readings of Bill No. 2019-03**
Voice Vote for 1st reading **An ordinance amending Appendix B – Traffic Schedules, Table 6 – No Parking**
Roll Call for Final Reading **Zones as referenced in Chapter 13 – Section 13-333 in the Code of Ordinances of the City of Belton, Missouri to establish a “No Parking” zone along Cambridge Road.**

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1st & 2nd Reading **B. Motion approving both readings of Bill No. 2019-04**
Voice Vote for 1st reading **An ordinance approving a Tips Hotline contract with the Kansas City Metropolitan**
Roll Call for Final Reading **Crime Commission.**

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1st & 2nd Reading **C. Motion approving both readings of Bill No. 2019-05**
Voice Vote for 1st reading **An ordinance approving the reappropriation & revision of the City of Belton Fiscal**
Roll Call for Final Reading **Year 2019 Adopted City Budget for the purpose of accepting Cass County funds for the Belton Senior Center.**

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XII. RESOLUTIONS

Mayor A. Motion approving Resolution R2019-14
Voice Vote **A resolution approving the Emergency Snowplow Services Procurement Contract with KMT Services, LLC to provide emergency snowplow services.**

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Mayor B. Motion approving Resolution R2019-15
Voice Vote **A resolution approving Task Agreement No. 2019-1 with Terracon Consultants, Inc. to provide geotechnical services for city streets as part of the automated data collection services project in the amount of \$29,384.**

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XIII. CITY COUNCIL LIAISON REPORTS

XIV. MAYOR'S COMMUNICATIONS

XV. CITY MANAGER'S REPORT

February & March 2019 meetings

02/12 work session & regular meeting – 6:00 p.m.

02/26 work session & regular meeting – 6:00 p.m.

03/12 work session & regular meeting – 6:00 p.m.

03/26 work session & regular meeting – 6:00 p.m.

XVI. MOTIONS

Mayor
Voice Vote A. Motion determining the redevelopment project described in the Belton Towne Center TIF Plan and submitted to the Belton City Council at the public hearing held on January 22, 2019, is/is not making satisfactory progress under the proposed time schedule contained within the approved plans for completion of such project.

Mayor
Voice Vote B. Motion determining the redevelopment project described in the Belton Marketplace TIF Plan and submitted to the Belton City Council at the public hearing held on January 22, 2019, is/is not making satisfactory progress under the proposed time schedule contained within the approved plans for completion of such project.

Mayor
Voice Vote C. Motion determining the redevelopment project described in the Y Highway Market Place TIF Plan and submitted to the Belton City Council at the public hearing held on January 22, 2019, is/is not making satisfactory progress under the proposed time schedule contained within the approved plans for completion of such project.

Mayor
Voice Vote D. Motion determining the redevelopment project described in the Southtowne Plaza TIF Plan and submitted to the Belton City Council at the public hearing held on January 22, 2019, is/is not making satisfactory progress under the proposed time schedule contained within the approved plans for completion of such project.

Mayor
Voice Vote E. Motion determining the redevelopment project described in the Y Belton Plaza TIF Plan and submitted to the Belton City Council at the public hearing held on January 22, 2019, is/is not making satisfactory progress under the proposed time schedule contained within the approved plans for completion of such project.

Mayor
Voice Vote F. Motion determining the redevelopment project described in the Cedar Tree TIF Plan and submitted to the Belton City Council at the public hearing held on January 22, 2019, is/is not making satisfactory progress under the proposed time schedule contained within the approved plans for completion of such project.

XVII. OTHER BUSINESS

Mayor
Roll Call **XVIII. Motion to enter Executive Session to discuss matters pertaining to the leasing, purchase or sale of Real Estate, according to Missouri Statute 610.021.2, and that the record be closed.**



and the meeting adjourn from there

SECTION II
B



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: January 22, 2019

DIVISION: Planning and Building
Department

COUNCIL: Regular Meeting Work Session Special Session

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

ITEM FOR DISCUSSION:

Rental Inspection Program. The Code Enforcement Advisory Committee considered a program designed to inspect rental properties at their meetings of September 12th and November 14, 2018. The proposed program is related to the City Council priority of increased code enforcement and enhanced efforts for property maintenance.

BACKGROUND:

At the direction of the City Manager, the staff reviewed rental inspection programs with a goal of finding a program that would meet the needs of property owners and tenants/renters. The program would be designed to protect the health, safety and welfare of residents, and insure that minimum standards for the interior of rental units are adhered to. The program would also provide exterior inspections to insure that property maintenance standards are met as a way to maintain attractive neighborhoods. Staff estimates that there are approximately 3000 rental units currently in the city.

The staff reviewed existing inspection programs in Liberty, Jefferson City, Cape Girardeau, Overland Park, Independence, and a new program in Grandview. The staff recommended that the Code Enforcement Advisory Committee review the Independence inspection program in detail, as this program has the level of service that matched Belton’s needs.

As a summary, key points of this program are:

- Landlords are required to be registered and have a current business license. This is currently required in Belton, but registrations are not on file for all rental properties. Initial efforts of the program would include increasing the number of business licenses for landlords in order to make the program more effective.
- All rental properties are to be inspected every two years, prior to the renewal of that year’s business license. This includes apartments, duplexes and single-family homes occupied by a renter.
- Inspections are conducted by a third-party inspection company. Property owners select an inspector from a list provided by the city. The advantage of a third-party inspection company is that the City does not have to add additional inspection employees to implement the program.
- The inspection company performs exterior and interior inspections, focusing on basic health and safety items. The inspection is completed using a checklist supplied by the city.

- Items to be inspected include the exterior of the structure (chimney, foundation, stairs and decks), interior of the structure (walls, floors, stairs, and structural components), heating and electrical standards, plumbing and hot water facilities, sanitary facilities, and kitchen facilities.

PROPOSED CITY COUNCIL ACTION:

It is suggested that the City Council concur with the recommendation of the Code Enforcement Advisory Committee and direct staff to conclude research and outreach on the proposed program, and prepare a final ordinance for adoption of a Rental Inspection Program.

NEXT STEPS:

If the City Council concurs with the scope of the rental inspection program, the staff will complete work on the administrative steps of the program, and begin outreach with property owners, property managers, and the Cass County Landlords Association.

SECTION IV

City of Belton, Missouri

TIF Projects Annual Report

Five Year Hearing and Council Determination of Progress

(Report to Council: January 22, 2019)

Pursuant to Sections 99.800 to 99.865 RSMo:

The purpose of the hearing shall be to determine if the redevelopment project is making satisfactory progress under the proposed time schedule contained within the approved plans for completion of such projects.

BELTON TOWN CENTRE



TIF Beginning: 10/23/2001

Last Amendment: 01/10/2012

PROJECT
STATUS



Estimated Payoff Year: FY2021



TIF Bonds Issued	
Outstanding Balance at 03/31/2018	\$ 6,320,000
Total PILOTs through 03/31/2018	\$ 7,067,112
Total EATs through 03/31/2018	19,823,256
TOTAL	\$ 26,890,368
Total Revenues received for FY2018	\$ 2,376,885

Council Determination of Progress:

BELTON MARKETPLACE



TIF Beginning: 11/28/2006

PROJECT
STATUS



Estimated Payoff Year: FY2020

JOANN
fabric and craft stores®



PETSMART

TIF Bonds Issued	
Outstanding Balance at 03/31/2018	\$ 665,000
Total PILOTs through 03/31/2018	\$ 801,478
Total EATs through 03/31/2018	<u>2,529,210</u>
TOTAL	\$ 3,330,688
Total Revenues received for FY2018	\$ 428,486

Council Determination of Progress:

Y HIGHWAY MARKET PLACE



TIF Beginning: 12/14/2010
 Last Amendment: 04/27/2018



PROJECT
 STATUS



Estimated Payoff Year: Cost still to be certified as not fully built.
 TIF contract construction completion date is May 31, 2020.

TIF Bonds Issued	
Outstanding Balance at 03/31/2018	\$ 4,350,000
Outstanding Developer Obligation at 03/31/2018	740,765
Outstanding City Obligation at 03/31/2018	<u>3,518,541</u>
TOTAL Outstanding Obligations	\$ 8,609,306
Total PILOTs through 03/31/2018	\$ 552,599
Total EATs through 03/31/2018	<u>2,203,169</u>
TOTAL	\$ 2,755,768
Total Revenues received for FY2018:	\$ 608,537

Council Determination of Progress:

SOUTHTOWNE PLAZA

TIF Beginning: 03/10/2009

Last Amendment: 12/18/2018



PROJECT
STATUS



Estimated Payoff Year: Cost still to be certified as not fully built.
TIF contract construction completion date is May 31, 2020.

Outstanding Developer Obligation at 03/31/2018	\$ 7,103,168
Outstanding City Obligation at 03/31/2018	<u>4,939,001</u>
TOTAL Outstanding Obligations	\$ 12,042,169
Total PILOTs through 03/31/2018	\$ 428,174
Total EATs through 03/31/2018	<u>765,665</u>
TOTAL	\$ 1,193,893
Total Revenues received for FY2018:	\$ 1,067,787

Council Determination of Progress:

Y BELTON PLAZA



TIF Beginning: 12/19/2007
 Last Amendment: 01/16/2014



PROJECT
 STATUS



Estimated Payoff Year: Cost still to be certified as not fully built.
 - Area 1 lot 5 hotel not completed.
 - Area 2 contract construction completed.
 - Area 2A contract construction completion date is 2nd quarter 2019.
 - Area 3 contract construction completion date is 4th quarter 2020.

Outstanding Developer Obligation at 03/31/2018	\$ 23,526,920
Total PILOTs through 03/31/2018	\$ 621,219
Total EATs through 03/31/2018	<u>1,519,327</u>
TOTAL	\$ 2,140,546
 Total Revenues received for FY2018:	 \$ 800,652

Council Determination of Progress:

CEDAR TREE



TIF Beginning: 11/24/2015

PROJECT
STATUS



Estimated Payoff Year: FY2037



Outstanding Developer Obligation at 03/31/2018	\$ 2,857,893
Total PILOTs through 03/31/2018	\$ 116,678
Total EATs through 03/31/2018	45,141
TOTAL	\$ 161,819
Total Revenues received for FY2018:	\$ 157,458

Council Determination of Progress:



Belton Towne Center TIF



Attachment A



 Belton Towne Center TIF

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0 100 200 400 Feet




Belton Marketplace TIF

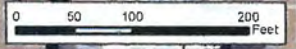


Attachment B

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 Belton Marketplace TIF



Attachment B



Y Highway Marketplace TIF



Attachment C



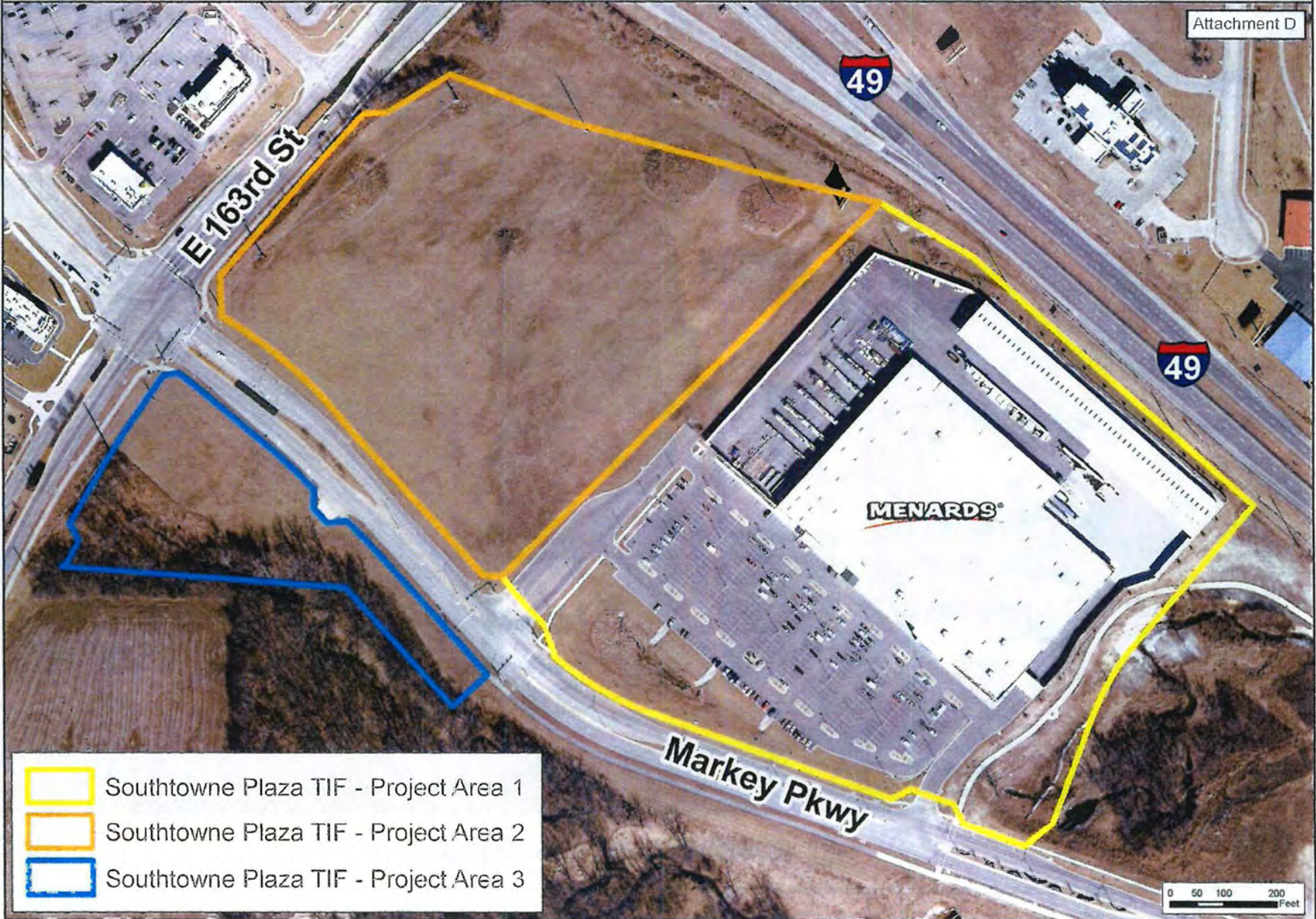
-  Y Highway Marketplace TIF
-  Project Area 1
-  Project Area 2
-  Project Area 3
-  Project Area 4
-  Project Area 5




Attachment C

Southtowne Plaza TIF



Attachment D



-  Southtowne Plaza TIF - Project Area 1
-  Southtowne Plaza TIF - Project Area 2
-  Southtowne Plaza TIF - Project Area 3





Attachment D

Y Belton Plaza TIF



Attachment E



-  Y Belton Plaza TIF - Project Area 1
-  Y Belton Plaza TIF - Project Area 2
-  Y Belton Plaza TIF - Project Area 2A
-  Y Belton Plaza TIF - Project Area 3



Attachment E

Cedar Tree TIF



Attachment F



-  Cedar Tree TIF
-  Potential Future Development

Attachment F

SECTION IX
A

Minutes of the Belton City Council
Regular Meeting
January 8, 2019
City Hall Annex
520 Main Street, Belton, Missouri

Mayor Pro Tem Peek called the regular meeting to order at 6:00 p.m.

Councilman Trutzel led the Pledge of Allegiance to the Flag.

Councilmembers present: Mayor Pro Tem Lorrie Peek, Stephanie Davidson, Chet Trutzel, Ryan Finn, Dean VanWinkle, Gary Lathrop, Tom MacPherson (arrived at 6:06 p.m.).

Councilmembers absent: Mayor Jeff Davis and Tim Savage

Staff present: Sheila Ernzen, Assistant City Manager/Finance Director; Padraic Corcoran, Attorney; and Andrea Cunningham, City Clerk.

CONSENT AGENDA

Councilman Trutzel moved to approve the consent agenda consisting of a motion:

- approving the minutes of the December 18, 2018, City Council Special Meeting.
- approving the purchase of an additional server for the station camera system for the Belton Police Department.
- approving payment of \$12,030.09 for annual SES agreement (maintenance) for the phone system and an upgrade for the hardware for the Belton Police Department phone system.
- approving Resolution R2019-01: **A resolution appointing George Gray to the Tree Board.**
- approving Resolution R2019-02: **A resolution approving a one-year extension of the On-Call Appraisal and Acquisition Professional Services Agreement with Moser & Associates, Inc. DBA Right-Of-Way Associates through January 8, 2020.**
- approving Resolution R2019-03: **A resolution approving Task Agreement No. 2019-1 with Moser & Associates, Inc., DBA Right-Of-Way Associates for land appraisal and acquisition professional services for the Bel-Ray Connector Trail Project in a not-to-exceed amount of \$22,650.00.**
- approving Resolution R2019-04: **A resolution approving the renewal of Supplemental Agreement No. 1 to Service Agreement for On-Call Water, Wastewater, and Stormwater Services between the City of Belton and Pyramid Excavation and Construction, Inc. For a term of one (1) year with the option of up to three (3) additional one (1) year renewals.**
- approving Resolution R2019-05: **A resolution approving Task Agreement 2019-1 with Pyramid Excavation and Construction, Inc. for the Apple Blossom Court and Park Avenue Stormwater Repairs Project in the not-to-exceed amount of \$82,921.15.**
- approving Resolution R2019-06: **A resolution approving the extension of the Farm Lease Agreement with Dwayne Perkins, a private contractor, to bale hay on farmable land on the wastewater treatment facility's property for a term of one (1) year through December 31, 2019.**

Councilman VanWinkle seconded. All present voted in favor. Councilmen Savage, MacPherson, and Mayor Davis absent. Consent agenda approved.

ORDINANCES

Andrea Cunningham, City Clerk, read Bill No. 2019-01: An Ordinance authorizing the Taxable Industrial Revenue Bonds (NP Southview Industrial Building 1, LLC Project), Series 2019 related to an industrial development project in the city and authorizing the city to enter into certain agreements and take certain other actions.

Presented by Councilman Trutzel, seconded by Councilman Lathrop. Vote on the first reading was recorded with all present voting in favor. Councilmen Savage, MacPherson, and Mayor Davis absent. First reading passed. **Councilman Trutzel moved to hear the final reading.** Councilman Lathrop seconded. Vote to hear the final reading was recorded with all present voting in favor. Councilmen Savage, MacPherson, and Mayor Davis absent. Motion passed. The final reading was read. Presented by Councilman Trutzel, seconded by Councilman Lathrop. Councilman Trutzel pointed out these are not City-backed bonds. Vote on the final reading as recorded:

Ayes: 6 Davidson, Finn, Mayor Pro Tem Peek, VanWinkle, Trutzel, Lathrop

Noes: 0

Absent: 3 Savage, MacPherson, Mayor Davis

Bill No. 2019-01 was declared passed and in full force and effect as **Ordinance No. 2019-4486**, subject to Mayoral veto.

RESOLUTIONS

Ms. Cunningham read Resolution R2019-07: A resolution approving the On-Call Professional Services Agreement with Stantec Consulting Services, Inc. to provide automated pavement collection services for approximately 265 lane miles of streets throughout the city.

Presented by Councilman Trutzel, seconded by Councilman VanWinkle. Vote on the resolution was recorded with all present voting in favor. Councilmen Savage, MacPherson, and Mayor Davis absent. Resolution passed.

Ms. Cunningham read Resolution R2019-08: A resolution approving Task Agreement No. 2019-1 with Stantec Consulting Services, Inc. To provide automated pavement collection services for approximately 265 lane miles of streets throughout the city in the amount of \$85,000.

Presented by Councilman VanWinkle, seconded by Councilman Finn. Vote on the resolution was recorded with all present voting in favor. Councilmen Savage, MacPherson, and Mayor Davis absent. Resolution passed.

CITY COUNCIL LIAISON REPORTS

Councilwoman Davidson gave a Park report

- Kids' Night Out is January 12 at High Blue Wellness Center
- Canvas and Cocktails is January 23 at Memorial Park – \$25

CITY MANAGER'S REPORT

January & February 2019 meetings

01/15 special meeting – 6:00 p.m. – will be discussing the GO Bonds

01/22 work session & regular meeting – 6:00 p.m.

02/12 work session & regular meeting – 6:00 p.m.

02/26 work session & regular meeting – 6:00 p.m.

Being no further business, Councilman Lathrop moved to adjourn at 6:10 p.m. Councilman VanWinkle seconded. All present voting in favor. Councilmen Savage and Mayor Davis absent. Meeting adjourned.

Andrea Cunningham, City Clerk

Mayor Pro Tem Lorrie Peek

**Minutes of the Belton City Council
Special Meeting
January 15, 2019
City Hall Annex
520 Main Street, Belton, Missouri**

Mayor Davis called the special meeting to order at 6:00 p.m.

Councilwoman Davidson led the Pledge of Allegiance to the Flag.

Councilmembers present: Mayor Davis, Lorrie Peek, Stephanie Davidson, Chet Trutzel, Ryan Finn, Gary Lathrop, Tim Savage, and Tom MacPherson

Councilmembers absent: Dean VanWinkle

Staff present: Sheila Ernzen, Assistant City Manager/Finance Director; Padraic Corcoran, Attorney; and Andrea Cunningham, City Clerk.

PERSONAL APPEARANCES

Sid Douglas with Gilmore & Bell and the City's bond counsel said the Southtowne TIF was approved in 2009. There are three redevelopment areas. In 2012 the City entered into a redevelopment contract with Herman Enterprises for Area 3. The original proposal for this site was a convenience store. Herman Enterprises' representation is here tonight to propose non-sales tax generating tenant.

Spencer Thomson with Thomson Walker Law Firm, representing Herman Enterprises, said the contract doesn't say Area 3 has to be retail use. We have a signed contract with a dental office. We will build a two tenant building, with the hope of still procuring a second tenant. It is only a 3 acre tract of land. We need input from the City Council.

Savage – I think we need to put in sales tax generating businesses along this corridor. Mr. Douglas advised the Council if they would like to direct staff to prepare appropriate amendments to the contract, there needs to be a motion with this language. If the Council would like to continue under the current contract, no action is needed.

Councilwoman Peek moved to continue under the current contract, Councilman Finn seconded. All present voted in favor. Councilman VanWinkle absent. Motion passed.

ORDINANCES

Andrea Cunningham, City Clerk, read Bill No. 2019-02: An ordinance calling for an election in the City of Belton, Missouri.

Presented by Councilman Trutzel, seconded by Councilwoman Peek. Vote on the first reading was recorded with all present voting in favor. Councilman VanWinkle absent. First reading passed. **Councilman Trutzel moved to hear the final reading.** Councilman Finn seconded. Vote to hear the final reading was recorded with all present voting in favor. Councilman VanWinkle absent. Motion passed. The final reading was read. Presented by

Councilman Trutzel, seconded by Councilman MacPherson. **Councilwoman Davidson moved to amend the language on both propositions** by shifting “to acquire any rights-of-way” to the end of each proposition language instead of having it at the beginning. The new language would read:

PROPOSITION R

Shall the City of Belton, Missouri, issue its general obligation bonds in the amount of \$13,750,000 to construct, reconstruct, extend and improve the streets and roads of the City, and to acquire any rights-of-way?

PROPOSITION S

Shall the City of Belton, Missouri, issue its general obligation bonds in the amount of \$14,250,000 to construct, reconstruct, extend and improve the City’s storm sewer system, and to acquire any rights-of-way?

Councilman Trutzel seconded. All present voted in favor of the amendment. Councilman VanWinkle absent. Amendment passed. There was a discussion about funding the bonds. Councilman Savage asked Sheila Ernzen, Finance Director, if the storm water bonds are not approved, would the tax levy decrease. Ms. Ernzen said yes. Councilman Savage asked for this to be stated to citizens. Celia Duran, Public Works Director, said Stantec will determine exactly what our roads are composed of and we’ll be able to make an objective priority list. Ms. Ernzen said interest rates are going up and that’s why we’d like to get this on the April 2019 ballot. Vote on the final reading as recorded:

Ayes: 7 Davidson, Peek, Lathrop, Trutzel, Mayor Davis, MacPherson, Finn

Noes: 1 Savage

Absent: 1 VanWinkle

Bill No. 2019-02 was declared passed and in full force and effect as **Ordinance No. 2019-4487**, subject to Mayoral veto.

CITY COUNCIL LIAISON REPORTS

Councilwoman Davidson gave a Park report

- Canvas and Cocktails is January 23 at Memorial Park – \$25
- Recreation league sign-ups and youth program sign-ups are at the park

MAYOR’S COMMUNICATIONS

The roads look good after the snow this weekend.

CITY MANAGER’S REPORT

There is information for limb drop-off on our Facebook page and website.

January & February 2019 meetings

01/22 work session & regular meeting – 6:00 p.m.

02/12 work session & regular meeting – 6:00 p.m.

02/26 work session & regular meeting – 6:00 p.m.

Carolyn Yatsook, Economic Development Director, said the final development plan for Avid Hotel came in today. It will be behind home depot.

Ms. Ernzen said the budget books are ready to be distributed. We will begin discussing next week. We will do an overview and then ask for Council questions.

James Person, Police Chief, said the Polar Plunge benefitting Special Olympics is January 26. The Cass County Community Health Foundation Walk for Health will be May 4.

Being no further business, Councilman Lathrop moved to adjourn at 7:31 p.m. Councilwoman Peek seconded. All present voting in favor. Councilman VanWinkle absent. Meeting adjourned.

Andrea Cunningham, City Clerk


Mayor Jeff Davis

SECTION IX

B

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

COURT DATES: 11/7/18; 11/14/18; 11/21/18; 11/28/18



MUNICIPAL JUDGE **12/3/18**
DATE

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

CITY CLERK **DATE**



Payment Plan Reports *Collected*

Belton

Monday, December 3, 2018 1:14 PM

Payment Detail Listing By Payment Plan Number From 11/01/2018 - 11/30/2018

PP#	Defendant Name	Trans. Date	Trans. Number	Receipt #	Citation#-Viol.	Amount Paid	C	A
PP0000446	FANTROY JR, QUENTIN	11/15/2018	462819		121154690-1	\$10.00 AB	✓	✓
PP0000446 Totals:						\$10.00		
PP0000631	BROWN, ANGELICA J	11/05/2018	462025	R00048362	140796855-1 140792198-1	\$10.00 PY	✓	✓
PP0000631 Totals:						\$10.00		
PP0000727	SPRAGUE, DONAVON R	11/24/2018	463064	R00048739	121163606-1	\$50.00 PY	✓	✓
PP0000727 Totals:						\$50.00		
PP0000783	JACKSON, AQUEELAH	11/07/2018	462188		140796155-1	\$19.50 AB	✓	
PP0000783 Totals:						\$19.50		
PP0000803	PFLANZ, CHARLES DONAVAN	11/09/2018	462428	R00048523	140795065-1	\$50.00 PY	✓	✓
PP0000803 Totals:						\$50.00		
PP0000979	VAUGHT, ROBERT EUGENE	11/18/2018	462884	R00048681	140797697-1 140802686-1	\$30.00 PY	✓	✓
PP0000979 Totals:						\$30.00		
PP0001013	ANDERSON, SHANE HARRY	11/08/2018	462341		121159994-1	\$30.00 AB		
PP0001013 Totals:						\$30.00		
PP0001110	CROSBY, JACOB NEIL	11/07/2018	462174	R00048456	121165603-1	\$50.00 PY	✓	✓
PP0001110 Totals:						\$50.00		
PP0001173	HAMILTON, RAESHAWN M	11/02/2018	461961	R00048341	140802595-1	\$100.00 PY	✓	✓
PP0001173 Totals:						\$100.00		
PP0001175	RUSSELL, KOLTEN CLYDE	11/15/2018	462821		140800130-1	\$30.00 AB		
PP0001175 Totals:						\$30.00		
PP0001195	MAYO, JOSHUA KENDRICK	11/12/2018	462507	R00048538	140799530-1	\$63.00 PY	✓	
PP0001195 Totals:						\$63.00		
PP0001242	MILLS, GREGORY SCOTT	11/21/2018	463051	R00048730	140805057-1	\$15.00 PY	✓	✓
PP0001242 Totals:						\$15.00		
PP0001262	RICHARDSON, RAYMOND BRET	11/16/2018	462863	R00048665	160754394-1	\$100.00 PY	✓	
PP0001262 Totals:						\$100.00		
PP0001284	WESTBROOK, BENJAMIN JAMES	11/28/2018	463253	R00048804	140802804-1 140802805-1	\$20.00 PY	✓	✓
PP0001284 Totals:						\$20.00		
PP0001302	MCROY, SCOTT ALAN	11/08/2018	462312	R00048408	140797405-1	\$20.00 PY	✓	✓
PP0001302 Totals:						\$20.00		
PP0001317	BASINSKI, TAYLOR MATTHEW	11/12/2018	462500	R00048532	140803001-1	\$10.00 PY	✓	✓
PP0001317 Totals:						\$10.00		
PP0001333	COLEMAN, JEREMIAH	11/06/2018	462109	R00048415	140804608-1	\$20.00 PY	✓	✓
PP0001333 Totals:						\$20.00		
PP0001457	CORBIN, SHYANNE C	11/12/2018	462501	R00048533	160753149-1	\$10.00 PY	✓	✓
PP0001457 Totals:						\$10.00		
PP0001498	CARL, CHRISTIAN DEVIN	11/06/2018	462124	R00048426	140801520-1	\$86.00 PY	✓	
PP0001498 Totals:						\$86.00		
PP0001515	MEDINA, SCOTT	11/01/2018 11/29/2018	461910 463375	R00048323 R00048831	140804758-1 140804758-1	\$20.00 PY \$15.00 PY	✓ ✓	✓ ✓
PP0001515 Totals:						\$35.00		
PP0001599	ROBERSON, SHARIAH MECOLE	11/08/2018	462361	R00048491	121163282-1	\$113.00 PY		
PP0001599 Totals:						\$113.00		
PP0001751	MEDINA, STELLA MARIE	11/01/2018	461909	R00048322	160755120-1	\$15.00 PY	✓	✓
PP0001751 Totals:						\$15.00		

* Indicates an overpayment was made on the Payment Plan

PP0001762	BUNTIN, RANDALL KEITH	11/27/2018	463170	R00048772	160758449-1	\$25.00 PY ✓ ✓
PP0001762 Totals:						\$25.00
PP0001801	RAY, CHERYL DIANE	11/13/2018	462536	R00048647	140800473-1 140800512-1	\$20.00 PY ✓ ✓
PP0001801 Totals:						\$20.00
PP0001803	STROUD, BEIJA R	11/26/2018	463135	R00048756	160753476-1	\$108.00 PY ✓
PP0001803 Totals:						\$108.00
PP0001804	LEWIS, DAYMOND K L	11/30/2018	463399	R00048846	160755195-1	\$22.50 PY ✓ ✓
PP0001804 Totals:						\$22.50
PP0001805	EVANS, SHAWN LEE	11/19/2018	462948	R00048698	140804315-1	\$27.00 PY ✓
PP0001805 Totals:						\$27.00
PP0001811	SCHNIEDERS, TODD P	11/14/2018	462704	R00048631	121157884-1	\$50.00 PY ✓ ✓
PP0001811 Totals:						\$50.00
PP0001818	CARROLL, DALLAS R	11/09/2018	462420		160755263-1	\$15.00 AB ✓
		11/09/2018	462421		160755263-1	\$30.00 AB ✓
		11/09/2018	462422		160755263-1	\$60.00 AB ✓
PP0001818 Totals:						\$105.00
PP0001836	HOLLAND, CALVIN JAMES NICHOLAS	11/17/2018	462877	R00048678	160755435-1 160756861-1	\$129.00 PY ✓ ✓
PP0001836 Totals:						\$129.00
PP0001912	MALLORY, KATIE ALLENE	11/29/2018	463387	R00048835	140804225-1	\$40.00 PY ✓ ✓
PP0001912 Totals:						\$40.00
PP0001920	HAYS, KENNETH JOHN	11/06/2018	462113	R00048418	140798034-1 140798035-1	\$100.00 PY ✓ ✓
PP0001920 Totals:						\$100.00
PP0001972	ANDERSON, CIERA NICHELLE	11/16/2018	462874	R00048675	160756176-1	\$35.00 PY ✓ ✓
PP0001972 Totals:						\$35.00
PP0001980	BERRY, LEIGHANN KATHRYN	11/16/2018	462868	R00048669	160755589-1 160757624-1	\$60.00 PY ✓ ✓
PP0001980 Totals:						\$60.00
PP0002007	FROCK, JASON WAYNE	11/28/2018	463261	R00048811	140802849-1	\$20.00 PY ✓ ✓
PP0002007 Totals:						\$20.00
PP0002015	MINNICK, TRENTON CRAIG	11/07/2018	462156	R00048444	160756439-1	\$50.00 PY ✓ ✓
PP0002015 Totals:						\$50.00
PP0002057	LACEY, CHERISE Y	11/12/2018	462505	R00048536	160753580-1	\$8.00 PY ✓
PP0002057 Totals:						\$8.00
PP0002062	CROSSLEY, DAKOTA BRADLY	11/15/2018	462822	R00048646	140801992-1 160755015-1	\$40.00 PY ✓ ✓
PP0002062 Totals:						\$40.00
PP0002067	PANKEY, STEPHON BERNORIS	11/24/2018	463068	R00048742	101904497-1	\$65.00 PY ✓ ✓
PP0002067 Totals:						\$65.00
PP0002072	BOLTON, RAHN (X)	11/28/2018	463257	R00048807	160756226-1	\$20.00 PY ✓ ✓
PP0002072 Totals:						\$20.00
PP0002083	PERKINS, CLAIRE ELIZABETH	11/14/2018	462681		160754741-1	\$30.00 AB
PP0002083 Totals:						\$30.00
PP0002089	STEGNER, BRIAN KYLE	11/14/2018	462560	R00048555	160753260-1	\$20.00 PY ✓ ✓
PP0002089 Totals:						\$20.00
PP0002108	REVITA, JORDAN JANICE	11/21/2018	463006	R00048714	160755592-1	\$25.00 PY ✓ ✓
PP0002108 Totals:						\$25.00
PP0002144	BAYS, MICHELLE LEE	11/07/2018	462163	R00048451	160758869-1	\$10.00 PY ✓ ✓
		11/27/2018	463189	R00048778	160758869-1	\$10.00 PY ✓ ✓
PP0002144 Totals:						\$20.00
PP0002147	WOODY, SHEENA M	11/28/2018	463195	R00048780	160759217-1	\$20.00 PY ✓ ✓
PP0002147 Totals:						\$20.00
PP0002152	RHULE, ALICIA MARIE	11/16/2018	462875	R00048676	160756382-1	\$20.00 PY ✓ ✓
PP0002152 Totals:						\$20.00

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PP0002164	STROTHEIDE, FELECIA RENEE	11/07/2018	462185	R00048465	160752495-1	\$20.00 PY ✓ ✓
PP0002164 Totals:						\$20.00
PP0002208	ESTON, CANDICE M	11/21/2018	463007	R00048715	160757033-1	\$49.00 PY ✓ ✓
PP0002208 Totals:						\$49.00
PP0002218	NEWKIRK, JUSTIN DAVID	11/01/2018	461912	R00048325	140795463-1	\$40.00 PY ✓ ✓
PP0002218 Totals:						\$40.00
PP0002237	BREITWEISER, ANGELIC MARIA	11/04/2018	461972	R00048351	160755023-1	\$20.00 PY ✓ ✓
PP0002237 Totals:						\$20.00
PP0002241	FLETCHER, KA'CHAE JEANAE	11/09/2018	462427	R00048522	160758865-1	\$25.00 PY ✓ ✓
PP0002241 Totals:						\$25.00
PP0002264	MURPHY, SHAWN P	11/01/2018	461903	R00048316	160757279-1	\$50.00 PY ✓ ✓
		11/30/2018	463392	R00048840	160757279-1	\$25.00 PY ✓ ✓
PP0002264 Totals:						\$75.00
PP0002272	HOUGHTON, DYLAN THOMAS	11/09/2018	462384	R00048494	160755054-1	\$706.00 PY ✓
					160756942-1	
					160756943-1	
					160758277-1	
PP0002272 Totals:						\$706.00
PP0002308	MCNEIGHT, MICHAEL JEAN	11/28/2018	463289	R00048821	160756056-1	\$50.00 PY ✓ ✓
PP0002308 Totals:						\$50.00
PP0002328	PETERSON, ROBERT M	11/26/2018	463128	R00048751	160757697-1	\$9.50 PY ✓
PP0002328 Totals:						\$9.50
PP0002335	MURPHY, SHANE P	11/01/2018	461902	R00048315	160757280-1	\$25.00 PY ✓ ✓
		11/30/2018	463393	R00048841	160757280-1	\$25.00 PY ✓ ✓
PP0002335 Totals:						\$50.00
PP0002377	NELSON-KEARNS, BRENDON	11/05/2018	462084	R00048410	160755642-1	\$30.00 PY ✓
		11/16/2018	462872	R00048673	160755642-1	\$40.00 PY ✓
PP0002377 Totals:						\$70.00
PP0002380	PARRIS, COLETON J	11/26/2018	463136	R00048755	160759214-1	\$25.00 PY ✓ ✓
PP0002380 Totals:						\$25.00
PP0002387	NORTHWEATHER, SARAH DANIELLE	11/20/2018	462980	R00048707	160758803-1	\$66.00 PY ✓
PP0002387 Totals:						\$66.00
PP0002410	RODRIGUEZ, LISA J	11/09/2018	462380	R00048493	160757886-1	\$50.00 PY ✓ ✓
PP0002410 Totals:						\$50.00
PP0002438	WOOD, DAKOTA LEE	11/12/2018	462502	R00048534	160758498-1	\$10.00 PY ✓ ✓
PP0002438 Totals:						\$10.00
PP0002442	TIMLEY, RONALD E JR	11/14/2018	462708		160761175-1	\$15.00 AB
		11/14/2018	462711	R00048634	160761175-1	\$80.00 PY ✓ ✓
PP0002442 Totals:						\$95.00
PP0002446	UNDERWOOD, GEORGE EDWARD	11/20/2018	462977	R00048703	160762745-1	\$10.00 PY ✓ ✓
PP0002446 Totals:						\$10.00
PP0002452	ROSENMAN, ARIEL J	11/28/2018	463255	R00048805	160762651-1	\$51.00 PY ✓
PP0002452 Totals:						\$51.00
PP0002456	AVERY, CHELSEA LYNN	11/24/2018	463069	R00048743	160759373-1	\$20.00 PY ✓ ✓
PP0002456 Totals:						\$20.00
PP0002464	MCGAUGHEY, BRANDON LEE	11/28/2018	463317	R00048826	160763204-1	\$40.00 PY ✓ ✓
PP0002464 Totals:						\$40.00
PP0002472	DENNEY, MICHAEL BOYD	11/07/2018	462190	R00048466	160761209-1	\$25.00 PY ✓ ✓
PP0002472 Totals:						\$25.00
PP0002473	VILLANUEVA, CORTEZ D	11/14/2018	462608	R00048606	160762175-1	\$100.00 PY ✓ ✓
PP0002473 Totals:						\$100.00
PP0002487	LANDRY, IOSHA H	11/20/2018	462984	R00048711	160759798-1	\$25.00 PY ✓ ✓
PP0002487 Totals:						\$25.00
PP0002488	HARBOUR, SYLVESTER JR JR	11/02/2018	461916	R00048329	160757946-1	\$20.00 PY ✓ ✓
		11/16/2018	462871	R00048672	160757946-1	\$10.00 PY ✓ ✓
PP0002488 Totals:						\$30.00

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PP0002491	ROWE, AMANDA SM	11/13/2018	462537	R00048548	160754843-1 160755680-1	\$75.00 PY ✓ ✓
PP0002491 Totals:						\$75.00
PP0002495	NEWMAN, LLOYD PRICE JR	11/30/2018	463394	R00048842	140803287-1	\$50.00 PY ✓ ✓
PP0002495 Totals:						\$50.00
PP0002500	JACKSON, SEANISHA DEANN	11/09/2018	462385	R00048495	160759802-1	\$50.00 PY ✓ ✓
		11/23/2018	463059	R00048734	160759801-1 160759802-1	\$50.00 PY ✓ ✓
PP0002500 Totals:						\$100.00
PP0002503	RUSSELL, NICOLE RENEE	11/06/2018	462088	R00048414	160757425-1	\$20.00 PY ✓ ✓
PP0002503 Totals:						\$20.00
PP0002510	SMITH, PATRICIA R	11/09/2018	462413	R00048517	160756037-1	\$200.00 PY ✓
PP0002510 Totals:						\$200.00
PP0002511	MIKESH, TRACY LEE	11/01/2018	461905	R00048318	160762255-1 160762256-1 160762257-1	\$294.50 PY ✓
PP0002511 Totals:						\$294.50
PP0002517	ACHUGO, CRYSTAL ONVINYE	11/16/2018	462845	R00048650	160754697-1	\$30.00 PY ✓ ✓
PP0002517 Totals:						\$30.00
PP0002524	BECHTEL, VIRGIL R	11/07/2018	462161	R00048449	160762237-1 160762238-1	\$326.00 PY ✓
PP0002524 Totals:						\$326.00
PP0002539	BURNSTEIN, BRETT ALLEN	11/02/2018	461915	R00048328	160757251-1	\$50.00 PY ✓ ✓
PP0002539 Totals:						\$50.00
PP0002546	DUNCAN, KYLIE DANIELLE	11/05/2018	462045	R00048378	160757993-1 160757995-1	\$173.00 PY ✓
PP0002546 Totals:						\$173.00
PP0002548	GARDINER, DALE L	11/02/2018	461947	R00048333	160764126-1	\$25.00 PY ✓ ✓
PP0002548 Totals:						\$25.00
PP0002555	HATTON, RAQUEL RENFROW	11/14/2018	462742	R00048641	160757941-1 160757942-1	\$80.00 PY ✓ ✓
PP0002555 Totals:						\$80.00
PP0002556	WILBER, REBECCA JUNE	11/19/2018	462935	R00048689	160757992-1	\$45.00 PY ✓
PP0002556 Totals:						\$45.00
PP0002558	WISDOM, SONYA J	11/09/2018	462401	R00048501	160763645-1	\$25.00 PY ✓ ✓
PP0002558 Totals:						\$25.00
PP0002563	HOWELL, MAKEBA K	11/09/2018	462388	R00048499	160761366-1	\$50.00 PY ✓ ✓
		11/30/2018	463400	R00048847	160761366-1	\$50.00 PY ✓ ✓
PP0002563 Totals:						\$100.00
PP0002568	LUEVANO, ANGELICA RAE	11/27/2018	463185	R00048774	160758436-1	\$25.00 PY ✓ ✓
PP0002568 Totals:						\$25.00
PP0002578	NUTTER, AUDREY JEAN	11/26/2018	463126	R00048749	160757532-1	\$100.00 PY ✓ ✓
PP0002578 Totals:						\$100.00
PP0002582	SWINK, DENNIS L	11/07/2018	462184	R00048464	160760327-1	\$20.00 PY ✓ ✓
PP0002582 Totals:						\$20.00
PP0002593	LONG, SAMUEL NASH	11/10/2018	462432	R00048527	160753013-1	\$50.00 PY ✓ ✓
PP0002593 Totals:						\$50.00
PP0002597	LANDE, COREY WAYNE	11/16/2018	462860	R00048664	160758566-1 160762869-1	\$100.00 PY ✓ ✓
PP0002597 Totals:						\$100.00
PP0002599	GRUETZE, BRIAN ANDREW	11/28/2018	463260	R00048810	160758220-1	\$80.00 PY ✓
PP0002599 Totals:						\$80.00
PP0002602	WILLIAMS, JOSEPH G	11/08/2018	462238	R00048484	160764756-1 160764758-1	\$223.00 PY ✓
PP0002602 Totals:						\$223.00
PP0002605	PARRISH, DESTINY BRIANNA	11/02/2018	461949	R00048335	160764211-1	\$50.00 PY ✓ ✓
PP0002605 Totals:						\$50.00

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PP0002607	CRUSOE, LAUREN Y	11/12/2010	462516	R00048541	160764243-1	\$35.00 PY ✓
PP0002607 Totals:						\$35.00
PP0002612	MURRAY, EBONICE G	11/05/2018	462019	R00048356	160764178-1	\$100.00 PY ✓
PP0002612 Totals:						\$100.00
PP0002617	NELSON, QUIANA DENAE	11/19/2018	462917	R00048683	160764685-1	\$25.00 PY ✓ ✓
PP0002617 Totals:						\$25.00
PP0002618	DUNCAN, WYATT THOMAS	11/07/2018	462178	R00048459	160763652-1	\$100.00 PY ✓ ✓
PP0002618 Totals:						\$100.00
PP0002624	MOORE-SILVERIO, SANDRA LYNN	11/03/2018	461969	R00048349	160763383-1	\$50.00 PY ✓ ✓
PP0002624 Totals:						\$50.00
PP0002625	TAYLOR-WARNER, SARA A	11/01/2018	461911	R00048324	160764752-1	\$25.00 PY ✓
PP0002625 Totals:						\$25.00
PP0002633	BUNTING, GARY LEE	11/06/2018	462121	R00048423	160762272-1	\$25.00 PY ✓ ✓
PP0002633 Totals:						\$25.00
PP0002634	BROWN, MICHAEL LEE	11/06/2018	482117	R00048420	160757442-1	\$100.00 PY ✓ ✓
PP0002634 Totals:						\$100.00
PP0002642	BURGESS, SHARTAISHA SHARDAE	11/06/2018	462118	R00048421	160760362-1	\$40.00 PY ✓ ✓
		11/29/2018	463389	R00048837	160760362-1	\$20.00 PY ✓ ✓
PP0002642 Totals:						\$60.00
PP0002652	ROGERS, GARY LEE	11/26/2018	463129	R00048752	160759770-1	\$120.00 PY ✓ ✓
PP0002652 Totals:						\$120.00
PP0002656	NELSON, DEBRA G	11/19/2018	462942	R00048695	160762920-1	\$50.00 PY ✓ ✓
PP0002656 Totals:						\$50.00
PP0002657	OLIVERAS, JEAN C	11/09/2018	462430	R00048525	160764680-1	\$40.00 PY ✓ ✓
PP0002657 Totals:						\$40.00
PP0002659	HARTLEY, ROBERT SHERMAN	11/02/2018	461962	R00048342	160762901-1	\$125.00 PY ✓
PP0002659 Totals:						\$125.00
PP0002670	LASLEY, TRISTAN L	11/28/2018	463286	R00048819	160764643-1	\$145.00 PY ✓
PP0002670 Totals:						\$145.00
PP0002675	LAMASTER, LA'ARION SHA'COR	11/05/2018	462063	R00048388	160761482-1	\$50.00 PY ✓ ✓
PP0002675 Totals:						\$50.00
PP0002684	PHILLIPS, ROBERTA L	11/24/2018	463065	R00048740	160757596-1	\$139.00 PY ✓ ✓
					160757597-1	
PP0002684 Totals:						\$139.00
PP0002685	RICHARDS, VICTORIA ALEXIS	11/09/2018	462426	R00048521	160761418-1	\$25.00 PY ✓ ✓
		11/27/2018	463190	R00048779	160761419-1	\$25.00 PY ✓ ✓
PP0002685 Totals:						\$50.00
PP0002686	ANDERS, AMBER DAWN	11/02/2018	461964	R00040344	160762885-1	\$50.00 PY ✓ ✓
		11/17/2018	462878	R00048679	160762885-1	\$20.00 PY ✓ ✓
PP0002686 Totals:						\$70.00
PP0002687	DAY, JULIANN	11/20/2018	462982	R00048709	160760348-1	\$61.00 PY ✓
PP0002687 Totals:						\$61.00
PP0002694	MEIER, JENNIFER ANGELA	11/21/2018	463005	R00048713	160760013-1	\$25.00 PY ✓ ✓
PP0002694 Totals:						\$25.00
PP0002700	BESHORE, JENICE M	11/01/2018	461904	R00048317	160760411-1	\$25.00 PY ✓ ✓
PP0002700 Totals:						\$25.00
PP0002713	HARRISON, MARK ROBERT	11/05/2018	462021	R00048358	160762276-1	\$100.00 PY ✓
		11/26/2018	463122	R00048747	160762276-1	\$50.00 PY ✓
PP0002713 Totals:						\$150.00
PP0002714	SCHMECHEL, LUCAS KENNETH	11/01/2018	461908	R00048321	160762800-1	\$63.00 PY ✓
PP0002714 Totals:						\$63.00
PP0002715	MILLER, THOMAS D	11/02/2018	461953	R00048339	160763438-1	\$79.50 PY ✓
PP0002715 Totals:						\$79.50
PP0002716	DIEM, NATASHA S	11/23/2018	463061	R00048736	160757581-1	\$20.00 PY ✓ ✓
PP0002716 Totals:						\$20.00

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PP0002718	DAVIS, JACOB RYAN	11/27/2018	463171	R00048773	160763726-1	\$60.00 PY ✓ ✓
PP0002718 Totals:						\$60.00
PP0002720	VAUGHN, DESIREE A	11/03/2018	461967	R00048347	160759362-1	\$70.00 PY ✓ ✓
		11/16/2018	462843	R00048648	160759362-1	\$30.00 PY ✓ ✓
PP0002720 Totals:						\$100.00
PP0002721	SCOTT, AARON BRADLEY	11/09/2018	462412	R00048516	160762376-1	\$75.00 PY ✓ ✓
PP0002721 Totals:						\$75.00
PP0002722	FOLAND, KEVIN HOWARD	11/03/2018	461968	R00048348	160760036-1	\$123.00 PY ✓
PP0002722 Totals:						\$123.00
PP0002724	ALLINGHAM, ALYSSA L	11/09/2018	462379	R00048492	160764873-1	\$123.00 PY ✓
PP0002724 Totals:						\$123.00
PP0002726	FLOWERS, BETHANY M	11/09/2018	462425	R00048520	160762530-1	\$30.00 PY ✓ ✓
		11/26/2018	463118	R00048745	160762530-1	\$30.00 PY ✓ ✓
PP0002726 Totals:						\$60.00
PP0002728	KEARNEY, MARY ELIZABETH	11/07/2018	462183	R00048463	160760079-1	\$75.00 PY ✓
PP0002728 Totals:						\$75.00
PP0002729	GOIN, ROBERT OLAF	11/28/2018	463259	R00048809	160758058-1	\$85.00 PY ✓ ✓
PP0002729 Totals:						\$85.00
PP0002730	GANEY, EDWARD WAYNE	11/16/2018	462849	R00048654	160763436-1	\$50.00 PY ✓ ✓
PP0002730 Totals:						\$50.00
PP0002734	HOLTCAMP, TRISTON JOSEPH	11/16/2018	462823	R00048647	160760461-1	\$95.00 PY ✓
PP0002734 Totals:						\$95.00
PP0002735	MCGILL, ROSCOE PIERRE 3RD	11/14/2018	462724		160764209-1	\$145.00 AB ✓
PP0002735 Totals:						\$145.00
PP0002737	MAZOR, JULIE L	11/07/2018	462204	R00048473	160760068-1	\$61.50 PY ✓ ✓
PP0002737 Totals:						\$61.50
PP0002738	SWANSON, JONATHAN L	11/02/2018	461951	R00048337	160765135-1	\$100.00 PY ✓
		11/12/2018	462506	R00048637	160765135-1	\$175.00 PY ✓
					160765136-1	
PP0002738 Totals:						\$275.00
PP0002740	CRADDOCK, AARON MICHAEL	11/24/2018	463070	R00048744	160759644-1	\$150.00 PY ✓ ✓
					160759645-1	
PP0002740 Totals:						\$150.00
PP0002744	GUIDRY, CANDY	11/26/2018	463125	R00048748	160760088-1	\$50.00 PY ✓ ✓
PP0002744 Totals:						\$50.00
PP0002745	FRENCH, DUANE KENNETH	11/09/2018	462415	R00048519	160755156-1	\$30.00 PY ✓ ✓
		11/26/2018	463127	R00048750	160755156-1	\$30.00 PY ✓ ✓
PP0002745 Totals:						\$60.00
PP0002746	RICHMOND, JOHN W	11/01/2018	481907	R00048320	160763586-1	\$50.00 PY ✓
PP0002746 Totals:						\$50.00
PP0002752	THOMAS, STORMY IRENE	11/28/2018	463264	R00048813	160764889-1	\$35.00 PY ✓
PP0002752 Totals:						\$35.00
PP0002764	WALKER, CHARLES JB	11/14/2018	462590	R00048593	160758521-1	\$30.00 PY ✓ ✓
PP0002764 Totals:						\$30.00
PP0002766	ALVORD, GABRIEL D	11/01/2018	461906	R00048319	160765712-1	\$50.00 PY ✓
PP0002766 Totals:						\$50.00
PP0002767	BEAMAN, AMANDA JANE	11/27/2018	463165	R00048771	160756514-1	\$75.00 PY ✓ ✓
					160759063-1	
PP0002767 Totals:						\$75.00
PP0002769	SULLIVAN, ASHLEY CHABRILLE	11/05/2018	461975	R00048354	160760427-1	\$20.00 PY ✓ ✓
PP0002769 Totals:						\$20.00
PP0002770	SANDERS, ISAIAH JOHN	11/04/2018	461973	R00048352	160765707-1	\$50.00 PY ✓
PP0002770 Totals:						\$50.00
PP0002771	RODRIGUEZ, RICHARD ROGER	11/02/2018	461960	R00048340	160763694-1	\$148.00 PY ✓
					160763695-1	
PP0002771 Totals:						\$148.00

* Indicates an overpayment was made on the Payment Plan

PP0002772	RAMOS, JEANNIE DIANE	11/05/2018	462023	R00048360	160761539-1	\$20.00 PY ✓ ✓
PP0002772 Totals:						\$20.00
PP0002774	WRIGHT, LOU ELLEN	11/13/2018	462533	R00048544	160760423-1	\$29.50 PY ✓
PP0002774 Totals:						\$29.50
PP0002778	WORLEY, MONIKA MICHELLE	11/02/2018	461917	R00048330	160760056-1	\$20.00 PY ✓ ✓
		11/09/2018	462400	R00048500	160760056-1	\$20.00 PY ✓ ✓
		11/16/2018	462846	R00048651	160760056-1	\$20.00 PY ✓ ✓
		11/30/2018	463391	R00048839	160760057-1	\$20.00 PY ✓ ✓
PP0002778 Totals:						\$80.00
PP0002779	MARSHALL, VIRGINIA MARIE	11/14/2018	462692	R00048628	160765703-1	\$125.00 PY ✓
PP0002779 Totals:						\$125.00
PP0002780	ROSE, ANTOINE J	11/15/2018	462815	R00048644	160765629-1	\$30.00 PY ✓ ✓
PP0002780 Totals:						\$30.00
PP0002781	MCCOLGIN, CHRISTOPHER D	11/15/2018	462743	R00048642	160755838-1	\$150.00 PY ✓
PP0002781 Totals:						\$150.00
PP0002784	MADINA, ANDRE DEVON	11/26/2018	463121	R00048746	160761790-1	\$50.00 PY ✓ ✓
PP0002784 Totals:						\$50.00
PP0002785	ADAMS, JACOB EUGENE	11/14/2018	462606	R00048604	160764779-1	\$20.00 PY ✓ ✓
PP0002785 Totals:						\$20.00
PP0002786	KINCAID, SEBASTIEN ALON	11/16/2018	462876	R00048677	160762300-1	\$20.00 PY ✓ ✓
		11/19/2018	462940	R00048694	160762300-1	\$20.00 PY ✓ ✓
PP0002786 Totals:						\$40.00
PP0002793	EDMONDS, JABRIEL DEVONTE	11/07/2018	462198	R00048470	160766432-1	\$90.00 PY ✓ ✓
PP0002793 Totals:						\$90.00
PP0002794	WESTBROOK, SAMANTHA JO	11/07/2018	462202	R00048472	160765696-1	\$20.00 PY ✓ ✓
		11/10/2018	462431	R00048526	160765696-1	\$50.00 PY ✓ ✓
		11/22/2018	463057	R00048733	160765696-1	\$50.00 PY ✓ ✓
PP0002794 Totals:						\$120.00
PP0002795	CALLEN, AUDRA LEA LARAE	11/14/2018	462598	R00048598	160760456-1	\$20.00 PY ✓ ✓
		11/28/2018	463267	R00048815	160760456-1	\$20.00 PY ✓ ✓
PP0002795 Totals:						\$40.00
PP0002796	CLARK, KATHERINE A	11/09/2018	462403	R00048503	160764279-1	\$40.00 PY ✓ ✓
		11/23/2018	463062	R00048737	160764279-1	\$35.00 PY ✓ ✓
PP0002796 Totals:						\$75.00
PP0002799	ALLEN, CODY CHRISTOPHER	11/19/2018	462937	R00048691	100703025-1	\$40.00 PY ✓ ✓
PP0002799 Totals:						\$40.00
PP0002802	KIHN, LINDA ANN	11/21/2018	463018	R00048724	160763595-1	\$30.00 PY ✓ ✓
PP0002802 Totals:						\$30.00
PP0002804	TAYLOR, JASHON JEVON	11/07/2018	462216	R00048478	160761495-1	\$40.00 PY ✓ ✓
PP0002804 Totals:						\$40.00
PP0002805	PARISH, NICKOLAS EUGENE	11/07/2018	462222	R00048481	160758946-1	\$60.00 PY ✓ ✓
PP0002805 Totals:						\$60.00
PP0002806	MARTINEZ, ADAM J	11/20/2018	462979	R00048706	160765637-1	\$150.00 PY ✓
PP0002806 Totals:						\$150.00
PP0002807	JOHANSEN, TRACY DIANE	11/23/2018	463063	R00048738	160764885-1	\$50.00 PY ✓
PP0002807 Totals:						\$50.00
PP0002810	WAID, CHAD M	11/16/2018	462873	R00048674	160753537-1 160753538-1	\$225.00 PY ✓ ✓
PP0002810 Totals:						\$225.00
PP0002812	HEYWARD, JOANN	11/28/2018	463197	R00048782	160765830-1	\$150.00 PY ✓
PP0002812 Totals:						\$150.00
PP0002813	GAGNE, MARC ANDRE	11/14/2018	462673	R00048620	160765112-1	\$25.00 PY ✓ ✓
PP0002813 Totals:						\$25.00
PP0002814	TRAINER, SAMUEL JAMES	11/19/2018	462936	R00048690	160761556-1	\$62.00 PY ✓ ✓
PP0002814 Totals:						\$62.00
PP0002815	WARCHOLA, COHAN ALEXANDER	11/17/2018	462880	R00048680	160762965-1	\$100.00 PY ✓ ✓
PP0002815 Totals:						\$100.00

* Indicates an overpayment was made on the Payment Plan

PP0002816	BOOKER, JELSON NOBOR	11/15/2018	462793	R00048643	160764859-1	\$50.00 PY ✓ ✓
PP0002816 Totals:						\$50.00
PP0002817	TURNER, CYNTHIA D	11/20/2018	462981	R00048708	160762949-1	\$123.00 PY ✓
PP0002817 Totals:						\$123.00
PP0002820	DAYRINGER, STEVEN JAMES	11/14/2018	462690	R00048627	160764299-1	\$90.00 PY ✓
		11/20/2018	462976	R00048702	160764299-1	\$135.00 PY ✓
PP0002820 Totals:						\$225.00
PP0002822	GREEN, JEREMY LAWRENCE	11/24/2018	463067	R00048741	160760097-1	\$41.00 PY ✓ ✓
PP0002822 Totals:						\$41.00
PP0002823	ROE, DARRELL MARTIN	11/14/2018	462705		160757315-1	\$15.00 AB ✓ ✓
		11/28/2018	463249		160757315-1	\$15.00 AB ✓ ✓
PP0002823 Totals:						\$30.00
PP0002828	PAYTON, LIZZ D	11/30/2018	463395	R00048843	160765152-1	\$50.00 PY ✓ ✓
PP0002828 Totals:						\$50.00
PP0002829	GRAHAM, KATHRYN DEVIN	11/14/2018	462734	R00048637	101904133-1	\$20.00 PY ✓ ✓
PP0002829 Totals:						\$20.00
PP0002830	HAYNES, GARY DEAN	11/14/2018	462735	R00048638	160761552-1	\$20.00 PY ✓ ✓
PP0002830 Totals:						\$20.00

Report Totals

\$11,987.50

* Indicates an overpayment was made on the Payment Plan



My Filed Or Closed Cases Listing

Belton

12/3/2018 2:12:58 PM

Totals For Filed Date From 11/01/2018 To 11/30/2018

Posted Fee Totals For Posted Date From 11/01/2018 To 11/30/2018

Violations By Filed Date

City Ordinance	146
IPMC CODE	6
MOVING TRAFFIC	224
Parking	2
Traffic	127
Total Violations Filed:	505

Violations Completed-Paid Fines By Filed Date

CL-CLOSED FOUND GUILTY

38

City Ordinance	2
MOVING TRAFFIC	62
Parking	1
Traffic	54
CL	119

PDFN-PROSECUTION DECLINED NOT FILED

City Ordinance	6
FIRE CODE	1
IPMC CODE	2
MOVING TRAFFIC	1
PDFN	10
Total Violations Completed-Paid Fines:	129

Violations Completed-Before Judge By Filed Date

CL-CLOSED FOUND GUILTY

City Ordinance	84
IPMC CODE	1



My Filed Or Closed Cases Listing

Belton

12/3/2018 2:12:58 PM

Totals For Filed Date From 11/01/2018 To 11/30/2018

Posted Fee Totals For Posted Date From 11/01/2018 To 11/30/2018

Violations Completed-Before Judge By Filed Date

MOVING TRAFFIC	67
Traffic	89
UNUSED	1

CL 242

DC-Dismissed by Complainant

City Ordinance	1
----------------	---

DC 1

DI-CLOSED BY SIS

MOVING TRAFFIC	3
----------------	---

DI 3

DJ-Dismissed by Judge

City Ordinance	4
----------------	---

DJ 4

DP-Dismissed by Prosecutor

City Ordinance	22
----------------	----

MOVING TRAFFIC	12
----------------	----

Traffic	4
---------	---

DP 38

DX-FOUND NOT GUILTY AT TRIAL

City Ordinance	2
----------------	---

MOVING TRAFFIC	26
----------------	----

Traffic	2
---------	---

DX 30

Total Violations Completed-Before Judge: 318

39



My Filed Or Closed Cases Listing

Belton

12/3/2018 2:12:58 PM

Totals For Filed Date From 11/01/2018 To 11/30/2018

Posted Fee Totals For Posted Date From 11/01/2018 To 11/30/2018

Violations Completed-Other By Filed Date

D\$-DISMISSED SC PP RECALCULATED/PAID

City Ordinance	9	
D\$		9
DS-DISMISSED STATE CHARGES		
City Ordinance	5	
MOVING TRAFFIC	3	
DS		8
Total Violations Completed-Paid Fines:		17

40

Total Violations Completed-Paid Fines:	129
Total Violations Completed-Before Judge:	318
Total Violations Completed-Before Jury:	0
Total Violations Completed-Before Teen Court:	0
Total Violations Completed-Other:	17
Total Violations Completed:	464
Total Violations Filed:	505
Net Difference Filed - Completed:	41

Warrants Issued

City Ordinance	208		
IPMC CODE	1		
MOVING TRAFFIC	131		
Parking	1		
Traffic	130		
Total Warrants Issued:	471	Total Violations:	471



My Filed Or Closed Cases Listing

Belton

12/3/2018 2:12:58 PM

Totals For Filed Date From 11/01/2018 To 11/30/2018

Posted Fee Totals For Posted Date From 11/01/2018 To 11/30/2018

Warrants Cleared

City Ordinance	139		
IPMC CODE	1		
MOVING TRAFFIC	93		
Traffic	54		
Total Warrants Cleared:	287	Total Violations:	287
Total Warrants Issued:	471		
Total Warrants Cleared:	287		
Net Difference:	184		

41

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

City Ordinance	2		
MOVING TRAFFIC	5		
AJ		7	

CD-Completion date for school(s)

City Ordinance	2		
MOVING TRAFFIC	4		
CD		6	

CL-CLOSED FOUND GUILTY

Traffic	1		
CL		1	

CN-Continued Arraignment

City Ordinance	2		
MOVING TRAFFIC	1		



My Filed Or Closed Cases Listing

Belton

12/3/2018 2:12:58 PM

Totals For Filed Date From 11/01/2018 To 11/30/2018

Posted Fee Totals For Posted Date From 11/01/2018 To 11/30/2018

Violations Completed-Other Paid By Filed Date

Traffic	1	
CN		4

CT-Continued Trial

City Ordinance	3	
CT		3

PP-Payment plan

City Ordinance	35	
IPMC CODE	1	
MOVING TRAFFIC	41	
Parking	1	
Traffic	25	
PP		103

PV-PROBATION VIOLATION ISSUED

MOVING TRAFFIC	1	
PV		1

WI-Warrant Issued

City Ordinance	25	
MOVING TRAFFIC	22	
Traffic	11	
WI		58

Total Violations Completed-Other Paid:	183	
---	------------	--

42



My Filed Or Closed Cases Listing

Belton

12/3/2018 2:12:58 PM

Posted Fee Totals For Posted Date From 11/01/2018 To 11/30/2018

Fee Code	Fee Description	Paid
BF (84)	BOND FORFEITURE	\$2,642.50
CC (76)	COURT COSTS	\$3,255.71
CN (CA)	COURT NOTIFCATION AUTOMATION	\$568.61
CVC2 (74)	CRIME VICTIMS CITY	\$110.26
CVS2 (CV)	CRIME VICTIMS STATE	\$2,185.45
DM (82)	DOMESTIC VIOLENCE	\$596.00
DWI (77)	DWI RECOVERY COST	\$300.00
FINE (76)	FINE	\$39,439.31
ILFC (83)	ILF- CITY	\$302.00
IS (IS)	INMATE SECURITY FUND	\$593.94
SR (SR)	SHERIFF RETIREMENT	\$919.56
TFC (78)	TRAINING FUND CITY	\$595.63
TFS (81)	TRAINING FUND STATE	\$306.53

43

Report Totals: **\$51,815.50**

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: 11/2018	
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		109	3,395
B. cases (citations / informations) filed		5	343
C. cases (citations / informations) disposed			
1. jury trial (Springfield, Jefferson County, and St. Louis County only)			
2. court / bench trial - GUILTY		0	11
3. court / bench trial - NOT GUILTY		0	28
4. plea of GUILTY in court		6	165
5. Violations Bureau Citations (i.e., written plea of guilty) and bond forfeitures by court order (as payment of fines / costs)		0	116
6. dismissed by court		0	0
7. <i>nolle prosequi</i>		4	17
8. certified for jury trial (not heard in the Municipal Division)		0	0
9. TOTAL CASE DISPOSITIONS		10	337
D. cases (citations / informations) pending at end of month [pending caseload = (A + B) - C9]		104	3,401
E. Trial de Novo and / or appeal applications filed		0	0
III. WARRANT INFORMATION (Pre and Post Disposition)		IV. PARKING TICKETS	
1. # issued during reporting period	471	# issued during period	0
2. # served/withdrawn during reporting period	287	<input checked="" type="checkbox"/> Court staff does not process parking tickets	
3. # outstanding at end of reporting period	3,285		

MUNICIPAL DIVISION SUMMARY REPORTING FORM

COURT INFORMATION	Municipality: Belton	Reporting Period: 11/2018
--------------------------	----------------------	---------------------------

V. DISBURSEMENTS			
Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)		Other Disbursements cont.	
Fines - Excess Revenue	\$26,966.75		
Clerk Fee - Excess Revenue	\$2,679.95		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$83.62		
Bond forfeitures (paid to city) - Excess Revenue	\$815.00		
Total Excess Revenue	\$30,545.32		
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)			
Fines - Other	\$13,041.17		
Clerk Fee - Other	\$877.76		
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	\$306.53		
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$2,185.45		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$26.64		
Law Enforcement Training (LET) Fund surcharge	\$595.63		
Domestic Violence Shelter surcharge	\$596.00		
Inmate Prisoner Detainee Security Fund surcharge	\$593.94		
Sheriffs' Retirement Fund (SRF) surcharge	\$919.56		
Restitution	\$0.00		
Parking ticket revenue (including penalties)	\$0.00		
Bond forfeitures (paid to city) - Other	\$1,827.50		
Total Revenue Other	\$20,970.18		
Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs, witness fees, and board bill/jail costs.		Total Other Disbursements	\$300.00
		Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$51,815.50
DWI RECOVERY COST	\$300.00	Bond Refunds	\$0.00
		Total Disbursements	\$51,815.50

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Municipal Division Summary Reporting

[Select A Different Action](#)

17th Judicial Circuit - Cass County - Belton Municipal Division

79			Cass
17th			
MDSR	12	Cass	17th
Belton Municipal Divisic	79	new	new
0	Select		
Add December Report			
Show	10	▼	entries

Search:

Reporting Period Year	Reporting Period Month	Action
2018	November	Resubmit
2018	October	Resubmit
2018	September	Resubmit
2018	August	Resubmit
2018	July	Resubmit
2018	June	Resubmit
2018	May	Resubmit
2018	April	Rcsubmit
2018	March	Resubmit
2018	February	Resubmit

Showing 1 to 10 of 11 entries

-
-
-
-

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[2](#)
[Next](#)

Are you the Principal/Chief Judge?

Yes No

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

COURT DATES: 12/5/18; 12/12/18; 12/19/18; 12/26/18

Charles Cherry 1/2/19

MUNICIPAL JUDGE DATE

IN ACCORDANCE WITH COURT OPERATING RULE 4.29
THE ATTACHED MUNICIPAL DIVISION SUMMARY
REPORT FOR MONTH OF DECEMBER 2019 ²⁰¹⁸ WAS
PRESENTED AND REVIEWED BY CITY COUNCIL AS
REQUIRED

CITY CLERK DATE



Payment Plan Reports

Collected

Belton

Wednesday, January 2, 2019 2:42 PM

Payment Detail Listing By Payment Plan Number From 12/01/2018 - 12/31/2018

PP#	Defendant Name	Trans. Date	Trans. Number	Receipt #	Citation#-Viol.	Amount Paid	C	A
PP0000523	HUGGINS, BRANDON LEE	12/11/2018	464123		121158145-1	\$15.00	AB	✓
		12/11/2018	464124		160762319-1	\$15.00	AB	✓
PP0000523 Totals:						\$30.00		
PP0000526	GLASS, STEVEN ALEX	12/17/2018	464538	R00049190	140794126-1	\$75.00	PY	✓
					140794127-1			✓
PP0000526 Totals:						\$75.00		
PP0000631	BROWN, ANGELICA J	12/12/2018	464235	R00049119	140792198-1	\$10.00	PY	✓
PP0000631 Totals:						\$10.00		
PP0000654	CAIN, JAMISON MATTHEW	12/23/2018	464849	R00049286	101900190-1	\$100.00	PY	✓
PP0000654 Totals:						\$100.00		
PP0000696	SIMON, BROCK ADAM	12/11/2018	464116	R00049062	121161545-1	\$273.00	PY	✓
PP0000696 Totals:						\$273.00		
PP0000717	FOSTER, DAN MADALIN	12/11/2018	464097		140794984-1	\$15.00	AB	✓
		12/11/2018	464098		140794984-1	\$15.00	AB	✓
		12/11/2018	464100		140794984-1	\$15.00	AB	✓
PP0000717 Totals:						\$45.00		
PP0000752	WILEY, MAURICE	12/12/2018	464263		140794871-1	\$125.00	AB	✓
PP0000752 Totals:						\$125.00		
PP0000781	ROLF, BRIYANNA L	12/19/2018	464686	R00049238	121161404-1	\$50.00	PY	✓
PP0000781 Totals:						\$50.00		
PP0000803	PFLANZ, CHARLES DONAVAN	12/13/2018	464400	R00049139	140795065-1	\$50.00	PY	✓
					160757656-1			✓
PP0000803 Totals:						\$50.00		
PP0000861	PERAUD, NICHOLAS G	12/05/2018	463758		140795721-1	\$65.00	AB	✓
		12/05/2018	463760		140795722-1	\$20.00	AB	✓
		12/19/2018	464702	R00049245	140795724-1	\$40.00	PY	✓
PP0000861 Totals:						\$125.00		
PP0000979	VAUGHT, ROBERT EUGENE	12/28/2018	465075	R00049357	140802686-1	\$30.00	PY	✓
PP0000979 Totals:						\$30.00		
PP0001157	HOLLAND, TIFFANY NICOLE	12/07/2018	463879	R00048986	140802020-1	\$20.00	PY	✓
PP0001157 Totals:						\$20.00		
PP0001237	PORTER, AARON LEE	12/12/2018	4647??		140803613-1	\$15.00	AB	✓
PP0001237 Totals:						\$15.00		
PP0001306	SWANSON, KRISTINA M	12/11/2018	464111		140799060-1	\$15.00	AB	✓
PP0001306 Totals:						\$15.00		
PP0001317	BASINSKI, TAYLOR MATTHEW	12/14/2018	464445	R00049141	140803001-1	\$10.00	PY	✓
PP0001317 Totals:						\$10.00		
PP0001325	SCHEINER, CALVIN C	12/11/2018	464107		140804913-1	\$15.00	AB	✓
		12/11/2018	464109		140804913-1	\$15.00	AB	✓
PP0001325 Totals:						\$30.00		
PP0001333	COLEMAN, JEREMIAH	12/05/2018	463612	R00048930	140804608-1	\$40.00	PY	✓
PP0001333 Totals:						\$40.00		
PP0001376	MANN, LISA RENEE	12/17/2018	464586	R00049205	140792341-1	\$63.00	PY	✓
PP0001376 Totals:						\$63.00		
PP0001436	WARBINGTON, JOSEPH HENRY	12/04/2018	463526	R00048876	140801302-1	\$20.00	PY	✓
PP0001436 Totals:						\$20.00		
PP0001457	CORBIN, SHYANNE C	12/14/2018	464446	R00049142	160753149-1	\$10.00	PY	✓
PP0001457 Totals:						\$10.00		

* Indicates an overpayment was made on the Payment Plan

PP0001572	BARBER, CHRYSTAL LYNN	12/20/2018	464802	R00049252	140803395-1	\$25.00 PY ✓ ✓
PP0001572 Totals:						\$25.00
PP0001590	SMITH, DORIS ROSALEE	12/12/2018	464280		140804514-1	\$15.00 AB
		12/12/2018	464281	R00049129	140804514-1	\$15.00 PY ✓ ✓
PP0001590 Totals:						\$30.00
PP0001599	ROBERSON, SHARIAH MECOLE	12/06/2018	463771	R00048974	121163281-1	\$300.00 PY ✓
					121163282-1	
PP0001599 Totals:						\$300.00
PP0001671	KELLEY, DOMINIQUE JANA E	12/04/2018	463549	R00048886	140804946-1	\$40.00 PY ✓ ✓
PP0001671 Totals:						\$40.00
PP0001730	HEMENWAY, BENJAMIN MITCHELL	12/05/2018	463756		140803331-1	\$15.00 AB ✓ ✓
		12/21/2018	464832	R00049258	140803331-1	\$30.00 PY ✓ ✓
PP0001730 Totals:						\$45.00
PP0001811	SCHNIEDERS, TODD P	12/29/2018	465085	R00049366	121157884-1	\$100.00 PY ✓ ✓
					121157883-1	
PP0001811 Totals:						\$100.00
PP0001852	KELLUM, STEVEN T	12/07/2018	463880	R00048987	160753378-1	\$25.00 PY ✓ ✓
PP0001852 Totals:						\$25.00
PP0001879	MCNALLY, JULIA ELIZABETH	12/12/2018	464171	R00049097	160753509-1	\$70.00 PY ✓ ✓
PP0001879 Totals:						\$70.00
PP0001915	FROMENT, SHARI DAWN	12/07/2018	463921	R00049016	140801825-1	\$10.00 PY ✓ ✓
PP0001915 Totals:						\$10.00
PP0001929	OXLEY, LARRY JAMES	12/13/2018	464388		140796596-1	\$15.00 AB ✓ ✓
PP0001929 Totals:						\$15.00
PP0002007	FROCK, JASON WAYNE	12/13/2018	464389	R00049137	140802849-1	\$20.00 PY ✓ ✓
PP0002007 Totals:						\$20.00
PP0002023	MAGNANT, ANGELLA M	12/04/2018	463581	R00048926	160755811-1	\$45.00 PY ✓
PP0002023 Totals:						\$45.00
PP0002031	MOORE, STEPHAINE RENE A	12/11/2018	464104		160755358-1	\$15.00 AB ✓ ✓
		12/11/2018	464106		160755358-1	\$15.00 AB ✓ ✓
PP0002031 Totals:						\$30.00
PP0002083	PERKINS, CLAIRE ELIZABETH	12/11/2018	464135	R00049070	160754741-1	\$85.00 PY ✓
PP0002083 Totals:						\$85.00
PP0002110	FERM, JEREMY	12/05/2018	463723		160756794-1	\$15.00 AB
		12/05/2018	463724		160756794-1	\$15.00 AB
PP0002110 Totals:						\$30.00
PP0002133	OLSON, HARWOOD GLEN	12/17/2018	464584	R00049204	160757122-1	\$20.00 PY ✓ ✓
PP0002133 Totals:						\$20.00
PP0002136	BREECE, TRACY LYNN	12/26/2018	464996	R00049336	160757665-1	\$20.00 PY ✓ ✓
PP0002136 Totals:						\$20.00
PP0002144	BAYS, MICHELLE LEE	12/12/2018	464155	R00049077	160758869-1	\$15.00 PY ✓ ✓
PP0002144 Totals:						\$15.00
PP0002145	BROWN, DAVID WAYNE	12/11/2018	464094		160756459-1	\$15.00 AB
		12/11/2018	464095		160756459-1	\$8.00 AB
		12/11/2018	464134		160756460-1	\$7.00 AB
PP0002145 Totals:						\$30.00
PP0002147	WOODY, SHEENA M	12/28/2018	465082	R00049363	160759217-1	\$20.00 PY ✓ ✓
PP0002147 Totals:						\$20.00
PP0002169	CEVASCO, RYAN ROBERT	12/13/2018	464397		140795408-1	\$15.00 AB ✓ ✓
		12/13/2018	464398		140795408-1	\$30.00 AB ✓ ✓
PP0002169 Totals:						\$45.00
PP0002208	ESTON, CANDICE M	12/19/2018	464653	R00049214	160757033-1	\$49.00 PY ✓
PP0002208 Totals:						\$49.00
PP0002217	HUTTON, ERICA P	12/26/2018	464947	R00049291	160756929-1	\$40.00 PY ✓
PP0002217 Totals:						\$40.00

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PP0002218	NEWKIRK, JUSTIN DAVID	12/03/2018	463484	R00048867	140795463-1 140795464-1	\$40.00 PY ✓ ✓
PP0002218 Totals:						\$40.00
PP0002237	BREITWEISER, ANGELIC MARIA	12/10/2018	464059	R00049058	160755023-1	\$30.00 PY ✓ ✓
PP0002237 Totals:						\$30.00
PP0002241	FLETCHER, KA'CHAE JEANAE	12/12/2018	464150	R00049074	160758865-1	\$25.00 PY ✓ ✓
PP0002241 Totals:						\$25.00
PP0002308	MCNEIGHT, MICHAEL JEAN	12/31/2018	465088	R00049367	160756056-1	\$50.00 PY ✓ ✓
PP0002308 Totals:						\$50.00
PP0002325	SMITH, ROBERT RAY	12/26/2018	464957	R00049301	160761440-1	\$58.00 PY ✓
PP0002325 Totals:						\$58.00
PP0002327	BECK, AUGUSTINE R	12/12/2018	464152	R00049075	121165166-1	\$40.00 PY ✓ ✓
		12/26/2018	464961	R00049306	121165166-1	\$35.00 PY ✓ ✓
PP0002327 Totals:						\$75.00
PP0002354	AGATONE, ROBERT JOHN	12/08/2018	463922	R00049017	140795510-1	\$25.00 PY ✓ ✓
PP0002354 Totals:						\$25.00
PP0002380	PARRIS, COLETON J	12/26/2018	464984	R00049330	160759214-1	\$51.00 PY ✓
PP0002380 Totals:						\$51.00
PP0002389	WOLF, ROBERT S	12/19/2018	464684	R00049236	140803495-1	\$30.00 PY ✓ ✓
PP0002389 Totals:						\$30.00
PP0002407	CYPHERS, DANIEL TODD	12/21/2018	464804	R00049254	160760602-1	\$129.00 PY ✓
PP0002407 Totals:						\$129.00
PP0002408	SARTAIN, SHEENA KRISTIN	12/14/2018	464462	R00049162	160761221-1 160759857-1	\$60.00 PY ✓ ✓
PP0002408 Totals:						\$60.00
PP0002427	HORNBAACH, JUSTIN C	12/14/2018	464447	R00049143	160762101-1 160762102-1	\$50.00 PY ✓ ✓
PP0002427 Totals:						\$50.00
PP0002438	WOOD, DAKOTA LEE	12/17/2018	464577	R00049201	160758498-1	\$10.00 PY ✓ ✓
PP0002438 Totals:						\$10.00
PP0002445	CRIM, REBECCA KRISTINE	12/26/2018	464989	R00049331	160755580-1 160758771-1	\$60.00 PY ✓ ✓
PP0002445 Totals:						\$60.00
PP0002446	UNDERWOOD, GEORGE EDWARD	12/19/2018	464670	R00049234	160762745-1	\$10.00 PY ✓ ✓
PP0002446 Totals:						\$10.00
PP0002454	CAMP, RODNEY RONALD	12/13/2018	464390		160757203-1	\$15.00 AB ✓
		12/13/2018	464391		160757202-1	\$15.00 AB ✓
		12/13/2018	464393		160757204-1	\$15.00 AB ✓
		12/13/2018	464394		100757200-1	\$16.00 AB ✓
PP0002454 Totals:						\$60.00
PP0002456	AVERY, CHELSEA LYNN	12/22/2018	464845	R00049284	160759373-1	\$20.00 PY ✓ ✓
PP0002456 Totals:						\$20.00
PP0002457	MARTIN, REBEKAH M	12/11/2018	464101		160758456-1	\$20.00 AB ✓ ✓
PP0002457 Totals:						\$20.00
PP0002463	DRYDEN, MICHAEL EUGENE	12/19/2018	464667	R00049232	140803261-1	\$20.00 PY ✓ ✓
PP0002463 Totals:						\$20.00
PP0002467	TIVIS-NORMAN, GIZZETTE LATIA TATINIA	12/11/2018	464127	R00049069	160759091-1	\$25.00 PY ✓ ✓
PP0002467 Totals:						\$25.00
PP0002472	DENNEY, MICHAEL BOYD	12/12/2018	464165	R00049092	160761209-1	\$25.00 PY ✓ ✓
PP0002472 Totals:						\$25.00
PP0002488	HARBOUR, SYLVESTER JR JR	12/17/2018	464487	R00049173	160757946-1	\$20.00 PY ✓ ✓
PP0002488 Totals:						\$20.00
PP0002493	SMITH, JOSEPHINE A	12/08/2018	463778	R00048977	140798605-1 160763229-1	\$50.00 PY ✓ ✓
PP0002493 Totals:						\$50.00

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PP0002500	JACKSON, SEANISHA DEANN	12/21/2018	464834	R00049276	160759800-1 160759801-1	\$100.00 PY ✓ ✓
PP0002500 Totals:						\$100.00
PP0002503	RUSSELL, NICOLE RENEE	12/04/2018	463533	R00048878	160757425-1	\$20.00 PY ✓ ✓
PP0002503 Totals:						\$20.00
PP0002513	JOHNSON, HALLIE LEIGH	12/13/2018	464377	R00049134	160754902-1	\$35.00 PY ✓ ✓
		12/27/2018	465019	R00049339	160754902-1	\$35.00 PY ✓ ✓
PP0002513 Totals:						\$70.00
PP0002517	ACHUGO, CRYSTAL ONVINE	12/22/2018	464844	R00049283	160754697-1	\$30.00 PY ✓ ✓
PP0002517 Totals:						\$30.00
PP0002537	MAROON, MICHAEL DAVID	12/17/2018	464530		160762228-1	\$15.00 AB ✓
		12/17/2018	464531		160762229-1	\$15.00 AB ✓
		12/17/2018	464532	R00049177	160762228-1 160762229-1	\$268.00 PY ✓
PP0002537 Totals:						\$298.00
PP0002548	GARDINER, DALE L	12/03/2018	463459	R00048862	160764126-1	\$25.00 PY ✓ ✓
PP0002548 Totals:						\$25.00
PP0002555	HATTON, RAQUEL RENFROW	12/13/2018	464330	R00049132	160757941-1	\$94.00 PY ✓
PP0002555 Totals:						\$94.00
PP0002558	WISDOM, SONYA J	12/03/2018	463481	R00048864	160763645-1	\$25.00 PY ✓ ✓
		12/28/2018	465062	R00049344	160763645-1	\$25.00 PY ✓ ✓
PP0002558 Totals:						\$50.00
PP0002560	SETZER, JANET LEE	12/04/2018	463580	R00048925	160764152-1	\$60.00 PY ✓ ✓
PP0002560 Totals:						\$60.00
PP0002561	HOWELL, STACIA RA'SHAJ	12/03/2018	463482	R00048865	160761363-1 160761364-1 160761365-1	\$150.00 PY ✓ ✓
PP0002561 Totals:						\$150.00
PP0002566	SCHEELE, CHRISTOPHER H	12/26/2018	464998	R00049337	160764641-1	\$50.00 PY ✓ ✓
PP0002566 Totals:						\$50.00
PP0002573	DAVIS, DEBORAH LEANNE	12/12/2018	464270	R00049126	160762186-1	\$20.00 PY ✓ ✓
PP0002573 Totals:						\$20.00
PP0002574	RODRIGUEZ, MICHAEL HAVI RAFAEL	12/10/2018	464045	R00049042	160761276-1	\$25.00 PY ✓ ✓
PP0002574 Totals:						\$25.00
PP0002579	DOOLEY, TINA L	12/05/2018	463616	R00048932	160759896-1	\$40.00 PY ✓ ✓
PP0002579 Totals:						\$40.00
PP0002590	STOVER, ONDA M	12/04/2018	463545	R00048884	160755900-1	\$20.00 PY ✓ ✓
PP0002590 Totals:						\$20.00
PP0002597	LANDE, COREY WAYNE	12/06/2018	463823	R00048983	160762869-1	\$36.00 PY ✓
PP0002597 Totals:						\$36.00
PP0002601	ALVAREZ, MARIANA NMI	12/26/2018	464997	R00049335	160762397-1	\$67.00 PY ✓ ✓
PP0002601 Totals:						\$67.00
PP0002605	PARRISH, DESTINY BRIANNA	12/17/2018	464582	R00049202	160764211-1	\$33.00 PY ✓
PP0002605 Totals:						\$33.00
PP0002617	NELSON, QUIANA DENAE	12/28/2018	465064	R00049346	160764685-1 160758067-1	\$45.00 PY ✓ ✓
PP0002617 Totals:						\$45.00
PP0002624	MOORE-SILVERIO, SANDRA LYNN	12/02/2018	463452	R00048856	160763383-1	\$50.00 PY ✓
		12/17/2018	464583	R00049203	160763383-1	\$75.00 PY ✓
PP0002624 Totals:						\$125.00
PP0002633	BUNTING, GARY LEE	12/03/2018	463493	R00048872	160762272-1	\$25.00 PY ✓ ✓
PP0002633 Totals:						\$25.00
PP0002638	KOCOUREK-BOWMAN, KAYLEE K	12/26/2018	464995	R00049334	160758884-1	\$10.00 PY ✓ ✓
PP0002638 Totals:						\$10.00
PP0002652	ROGERS, GARY LEE	12/10/2018	464025	R00049024	160759768-1 160759770-1	\$57.50 PY ✓
PP0002652 Totals:						\$57.50

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PP0002656	NELSON, DEBRA G	12/06/2018	463813	R00048979	160762920-1	\$35.00 PY ✓ ✓
PP0002656 Totals:						\$35.00
PP0002657	OLIVERAS, JEAN C	12/04/2018	463559	R00048896	160764680-1	\$115.00 PY ✓
PP0002657 Totals:						\$115.00
PP0002661	TAYLOR, TIMOTHY R	12/21/2018	464836	R00049278	160764792-1	\$125.00 PY ✓
PP0002661 Totals:						\$125.00
PP0002664	THIBODEAUX, EMILY TANNER	12/06/2018	463819	R00048981	160757984-1	\$73.00 PY ✓
PP0002664 Totals:						\$73.00
PP0002668	OWENS, ASHLEY NICOLE	12/04/2018	463539	R00048879	160764244-1	\$25.00 PY ✓ ✓
PP0002668 Totals:						\$25.00
PP0002675	LAMASTER, LA'ARION SHA'COR	12/03/2018	463492	R00048871	160761480-1 160761482-1	\$50.00 PY ✓ ✓
PP0002675 Totals:						\$50.00
PP0002685	RICHARDS, VICTORIA ALEXIS	12/17/2018	464539	R00049191	160761419-1	\$25.00 PY ✓
		12/26/2018	464959	R00049303	160761419-1	\$53.00 PY ✓
PP0002685 Totals:						\$78.00
PP0002686	ANDERS, AMBER DAWN	12/17/2018	464488	R00049174	160762885-1	\$10.00 PY ✓
		12/18/2018	464619	R00049211	160762885-1	\$70.00 PY ✓
PP0002686 Totals:						\$80.00
PP0002688	COFFIN, ALEXANDER E	12/20/2018	464786	R00049251	160760351-1	\$60.00 PY ✓
PP0002688 Totals:						\$60.00
PP0002694	MEIER, JENNIFER ANGELA	12/27/2018	465038	R00049342	160760013-1	\$25.00 PY ✓ ✓
PP0002694 Totals:						\$25.00
PP0002696	BROWN, GERALD ISAAC	12/26/2018	464992	R00049332	160758024-1	\$157.00 PY ✓
PP0002696 Totals:						\$157.00
PP0002706	BULLARD, ROCKY LEE	12/14/2018	464457	R00049156	160762492-1 160762494-1	\$100.00 PY ✓
		12/20/2018	464784	R00049249	160762492-1	\$84.00 PY ✓
PP0002706 Totals:						\$184.00
PP0002712	EZEKIEL, ELPHIDIA	12/07/2018	463901	R00049009	160759766-1	\$100.00 PY ✓ ✓
PP0002712 Totals:						\$100.00
PP0002721	SCOTT, AARON BRADLEY	12/12/2018	464137	R00049072	160762375-1	\$75.00 PY ✓ ✓
PP0002721 Totals:						\$75.00
PP0002726	FLOWERS, BETHANY M	12/07/2018	463905	R00049010	160762529-1 160762530-1	\$30.00 PY ✓ ✓
		12/28/2018	465067	R00049348	160762529-1	\$30.00 PY ✓ ✓
PP0002726 Totals:						\$60.00
PP0002736	WILLIAMS, RICKY ALLEN JR	12/07/2018	463893	R00049007	160761813-1	\$125.00 PY ✓ ✓
PP0002736 Totals:						\$125.00
PP0002737	MAZOR, JULIE L	12/13/2018	464385	R00049135	160760068-1	\$61.50 PY ✓
PP0002737 Totals:						\$61.50
PP0002745	FRENCH, DUANE KENNETH	12/10/2018	464026	R00049026	160755156-1	\$30.00 PY ✓ ✓
PP0002745 Totals:						\$30.00
PP0002747	ELLISON, TAMMY JEANNE	12/07/2018	463919	R00049014	160761409-1	\$50.00 PY ✓ ✓
PP0002747 Totals:						\$50.00
PP0002764	WALKER, CHARLES JB	12/12/2018	464195	R00049106	160758521-1	\$70.00 PY ✓
PP0002764 Totals:						\$70.00
PP0002767	BEAMAN, AMANDA JANE	12/26/2018	464978	R00049327	160756514-1	\$75.00 PY ✓ ✓
PP0002767 Totals:						\$75.00
PP0002769	SULLIVAN, ASHLEY CHABRILLE	12/05/2018	463763	R00048972	160760427-1	\$20.00 PY ✓ ✓
PP0002769 Totals:						\$20.00
PP0002778	WORLEY, MONIKA MICHELLE	12/07/2018	463825	R00048985	160760057-1	\$40.00 PY ✓
		12/14/2018	464437	R00049140	160760057-1	\$20.00 PY ✓
		12/21/2018	464820	R00049256	160760057-1	\$20.00 PY ✓
PP0002778 Totals:						\$80.00
PP0002783	DECKER, WILLIAM ALBERT	12/03/2018	463490	R00048869	170000005-1	\$50.00 PY ✓ ✓

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PP0002783	DECKER, WILLIAM ALBERT	12/26/2018	464999	R00049338	170000005-1	\$50.00 PY ✓ ✓
PP0002783 Totals:						\$100.00
PP0002786	KINCAID, SEBASTIEN ALON	12/19/2018	464711		160762300-1	\$125.00 AB ✓ ✓
PP0002786 Totals:						\$125.00
PP0002793	EDMONDS, JABRIEL DEVONTE	12/28/2018	465083	R00049364	160766432-1	\$160.00 PY ✓
PP0002793 Totals:						\$160.00
PP0002794	WESTBROOK, SAMANTHA JO	12/07/2018	463881	R00048988	160765696-1	\$105.00 PY ✓
PP0002794 Totals:						\$105.00
PP0002795	CALLEN, AUDRA LEA LARAE	12/12/2018	464156	R00049078	160760456-1	\$20.00 PY ✓ ✓
PP0002795 Totals:						\$20.00
PP0002796	CLARK, KATHERINE A	12/07/2018	463889	R00049005	160764279-1	\$40.00 PY ✓ ✓
		12/21/2018	464821	R00049257	160764279-1	\$35.00 PY ✓ ✓
PP0002796 Totals:						\$75.00
PP0002800	GREEN-NEWTON, BRITTANY N	12/14/2018	464456	R00049146	160763706-1	\$123.00 PY ✓ ✓
PP0002800 Totals:						\$123.00
PP0002801	CARRERA-ZARCO, JEISON OMAR	12/07/2018	463908	R00049012	160762935-1	\$25.00 PY ✓ ✓
PP0002801 Totals:						\$25.00
PP0002802	KIHN, LINDA ANN	12/19/2018	464652	R00049213	160763595-1	\$30.00 PY ✓ ✓
PP0002802 Totals:						\$30.00
PP0002803	DUNLAVY, MEGAN ELIZABETH	12/04/2018	463496	R00048875	160760445-1	\$50.00 PY ✓ ✓
PP0002803 Totals:						\$50.00
PP0002804	TAYLOR, JASHON JEVON	12/13/2018	464340	R00049133	160761495-1	\$83.00 PY ✓
PP0002804 Totals:						\$83.00
PP0002805	PARISH, NICKOLAS EUGENE	12/11/2018	464113	R00049060	160758946-1	\$100.00 PY ✓ ✓
PP0002805 Totals:						\$100.00
PP0002807	JOHANSEN, TRACY DIANE	12/01/2018	463446	R00048850	160764885-1	\$73.00 PY ✓
PP0002807 Totals:						\$73.00
PP0002810	WAID, CHAD M	12/05/2018	463582	R00048927	160753538-1	\$225.00 PY ✓ ✓
					160753539-1	
		12/26/2018	464858	R00049289	160753539-1	\$225.00 PY ✓ ✓
					160753540-1	
PP0002810 Totals:						\$450.00
PP0002814	TRAINER, SAMUEL JAMES	12/18/2018	464611	R00049206	160761556-1	\$61.00 PY ✓
PP0002814 Totals:						\$61.00
PP0002815	WARCHOLA, COHAN ALEXANDER	12/01/2018	463448	R00048852	160762965-1	\$100.00 PY ✓
		12/15/2018	464484	R00049172	160762964-1	\$100.00 PY ✓
					160762965-1	
		12/29/2018	465084	R00049365	160762964-1	\$100.00 PY ✓
PP0002815 Totals:						\$300.00
PP0002816	BOOKER, JELSON NOBOR	12/13/2018	464392	R00049138	160764859-1	\$50.00 PY ✓ ✓
PP0002816 Totals:						\$50.00
PP0002819	MURPHY, THURSTON RONALD RAYMOND	12/21/2018	464833	R00049275	160764302-1	\$20.00 PY ✓ ✓
PP0002819 Totals:						\$20.00
PP0002821	LEWIS, ALEXANDER COLE	12/11/2018	464115	R00049061	160761818-1	\$102.50 PY ✓
PP0002821 Totals:						\$102.50
PP0002822	GREEN, JEREMY LAWRENCE	12/02/2018	463454	R00048858	160760097-1	\$41.00 PY ✓
		12/09/2018	463940	R00049020	160760097-1	\$41.00 PY ✓
PP0002822 Totals:						\$82.00
PP0002824	HESTER, MICKAELIA L	12/07/2018	463883	R00048990	160762969-1	\$25.00 PY ✓ ✓
		12/21/2018	464805	R00049255	160762969-1	\$25.00 PY ✓ ✓
PP0002824 Totals:						\$50.00
PP0002825	VAUGHAN, DELENA K	12/05/2018	463651	R00048943	140805210-1	\$235.00 PY ✓
PP0002825 Totals:						\$235.00
PP0002826	BOGLE, MICHELE R	12/03/2018	463456	R00048860	140802197-1	\$114.00 PY ✓
PP0002826 Totals:						\$114.00
PP0002829	GRAHAM, KATHRYN DEVIN	12/05/2018	463696	R00048962	160761835-1	\$30.00 PY ✓ ✓

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PP0002829	GRAHAM, KATHRYN DEVIN	12/07/2018	463824	R00048984	160761835-1	\$40.00 PY ✓ ✓
PP0002829 Totals:						\$70.00
PP0002830	HAYNES, GARY DEAN	12/21/2018	464841	R00049281	160761552-1	\$40.00 PY ✓ ✓
PP0002830 Totals:						\$40.00
PP0002832	FICKLE, MEGAN NICHOLE	12/31/2018	465119	R00049369	160764435-1	\$100.00 PY ✓ ✓
PP0002832 Totals:						\$100.00
PP0002835	SCHROEDER, GINA D	12/11/2018	464112	R00049059	160766213-1	\$137.00 PY ✓
PP0002835 Totals:						\$137.00
PP0002840	NEWMAN, CASSANDRA ANN	12/10/2018	464027	R00049027	160753272-1 160753273-1 160753271-1	\$63.00 PY ✓ ✓
PP0002840 Totals:						\$63.00
PP0002845	WHEELER, ALICE JOY	12/05/2018	463687	R00048957	160762989-1	\$50.00 PY ✓ ✓
PP0002845 Totals:						\$50.00
PP0002846	LASH, TARA M	12/07/2018	463907	R00049011	160765891-1	\$20.00 PY ✓ ✓
PP0002846 Totals:						\$20.00
PP0002848	MADRID, KEATON NATHANIEL	12/05/2018	463691		160758206-1	\$150.00 AB ✓ ✓
PP0002848 Totals:						\$150.00
PP0002849	CUCAR, SOFIA LINN	12/09/2018 12/22/2018	463939 464846	R00049019 R00049285	160760072-1 160760072-1	\$40.00 PY ✓ ✓ \$20.00 PY ✓ ✓
PP0002849 Totals:						\$60.00
PP0002857	DUDLEY, WILLIAM CHARLES	12/05/2018	463748	R00048968	160760503-1	\$100.00 PY ✓ ✓
PP0002857 Totals:						\$100.00
PP0002858	SLEDD, SKYLER BREANN	12/18/2018	464612	R00049207	160760346-1	\$20.00 PY ✓ ✓
PP0002858 Totals:						\$20.00
PP0002866	BJORGO, JASON RICHARD	12/21/2018	464835	R00049277	160757387-1	\$100.00 PY ✓ ✓
PP0002866 Totals:						\$100.00
PP0002868	SOLOMON, BRIAN K	12/14/2018	464455	R00049145	160765697-1	\$100.00 PY ✓
PP0002868 Totals:						\$100.00
PP0002880	COGGINS, DEVON	12/12/2018	464275	R00049127	160766243-1	\$40.00 PY ✓ ✓
PP0002880 Totals:						\$40.00
PP0002885	WINKERT, CHARLES WILLIAM III	12/12/2018 12/18/2018	464286 464618		160764805-1 160764805-1 160760508-1	\$15.00 AB \$100.00 PY ✓ ✓
PP0002885 Totals:						\$115.00
PP0002886	GORDON, DEANDRE DEWAYNE	12/12/2018	464295	R00049131	160761875-1	\$20.00 PY ✓ ✓
PP0002886 Totals:						\$20.00
PP0002889	AGU, GABRIEL T	12/21/2018	464839	R00049279	160756775-1	\$50.00 PY ✓ ✓
PP0002889 Totals:						\$50.00
PP0002891	MEDLEY, PATRICIA J	12/13/2018 12/19/2018	464328 464666		160765724-1 160765724-1	\$20.00 AB ✓ ✓ \$50.00 PY ✓ ✓
PP0002891 Totals:						\$70.00
PP0002892	AUDSLEY, TERRY LANE REESE	12/19/2018	464693	R00049241	160765529-1	\$200.00 PY ✓ ✓
PP0002892 Totals:						\$200.00

Report Totals

\$10,430.50

* Indicates an overpayment was made on the Payment Plan



My Filed Or Closed Cases Listing

Belton

1/3/2019 10:33:08 AM

Totals For Filed Date From 12/01/2018 To 12/31/2018

Posted Fee Totals For Transaction Date From 12/01/2018 To 12/31/2018

Violations By Filed Date

City Ordinance	125
IPMC CODE	5
MOVING TRAFFIC	361
Parking	9
Traffic	156
Total Violations Filed:	656

Violations Completed-Paid Fines By Filed Date CL-CLOSED FOUND GUILTY

City Ordinance	1
MOVING TRAFFIC	51
Parking	6
Traffic	37
CL	95

PDNF-PROSECUTION DECLINED NOT FILED

City Ordinance	1
MOVING TRAFFIC	1
PDNF	2
Total Violations Completed-Paid Fines:	97

Violations Completed-Before Judge By Filed Date CL-CLOSED FOUND GUILTY

City Ordinance	79
FIRE CODE	1
IPMC CODE	2
MOVING TRAFFIC	80



My Filed Or Closed Cases Listing

Belton

1/3/2019 10:33:08 AM

Totals For Filed Date From 12/01/2018 To 12/31/2018

Posted Fee Totals For Transaction Date From 12/01/2018 To 12/31/2018

Violations Completed-Before Judge By Filed Date

Parking	2
Traffic	86

CL 250

DC-Dismissed by Complainant

City Ordinance	7
DC	7

DI-CLOSED BY SIS

MOVING TRAFFIC	8
DI	8

DJ-Dismissed by Judge

City Ordinance	13
DJ	13

DP-Dismissed by Prosecutor

City Ordinance	17
MOVING TRAFFIC	16
Traffic	1
DP	34

DW-DISMISSED NO WITNESS

City Ordinance	3
DW	3

DX-FOUND NOT GUILTY AT TRIAL

City Ordinance	1
MOVING TRAFFIC	27

56



My Filed Or Closed Cases Listing

Belton

1/3/2019 10:33:08 AM

Totals For Filed Date From 12/01/2018 To 12/31/2018

Posted Fee Totals For Transaction Date From 12/01/2018 To 12/31/2018

Violations Completed-Before Judge By Filed Date

Traffic	1	
DX		29
Total Violations Completed-Before Judge:		344

Violations Completed-Other By Filed Date

D\$-DISMISSED SC PP RECALCULATED/PAID

City Ordinance	7	
D\$		7

DO-DISMISSED BY OFFICER

City Ordinance	1	
MOVING TRAFFIC	1	
DO		2

DS-DISMISSED STATE CHARGES

City Ordinance	3	
MOVING TRAFFIC	9	
DS		12

Total Violations Completed-Paid Fines: 21

57



My Filed Or Closed Cases Listing

Belton

1/3/2019 10:33:08 AM

Totals For Filed Date From 12/01/2018 To 12/31/2018

Posted Fee Totals For Transaction Date From 12/01/2018 To 12/31/2018

Total Violations Completed-Paid Fines:	97
Total Violations Completed-Before Judge:	344
Total Violations Completed-Before Jury:	0
Total Violations Completed-Before Teen Court:	0
Total Violations Completed-Other:	21
Total Violations Completed:	462
Total Violations Filed:	656
Net Difference Filed - Completed:	194

Warrants Issued

58

City Ordinance	190		
IPMC CODE	1		
MOVING TRAFFIC	105		
Parking	2		
Traffic	84		
Total Warrants Issued:	382	Total Violations:	382

Warrants Cleared

City Ordinance	151		
MOVING TRAFFIC	95		
Traffic	59		
Total Warrants Cleared:	305	Total Violations:	305

Total Warrants Issued:	382
Total Warrants Cleared:	305
Net Difference:	77



My Filed Or Closed Cases Listing

Belton

1/3/2019 10:33:08 AM

Totals For Filed Date From 12/01/2018 To 12/31/2018

Posted Fee Totals For Transaction Date From 12/01/2018 To 12/31/2018

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

MOVING TRAFFIC	5	
AJ		5

CC-CONTEMPT OF COURT ISSUED

City Ordinance	1	
CC		1

CD-Completion date for school(s)

MOVING TRAFFIC	1	
CD		1

CL-CLOSED FOUND GUILTY

MOVING TRAFFIC	1	
CL		1

CN-Continued Arraignment

City Ordinance	7	
Traffic	1	
CN		8

FI-FTA ISSUED

City Ordinance	1	
FI		1

PP-Payment plan

City Ordinance	48	
IPMC CODE	8	
MOVING TRAFFIC	51	

59



My Filed Or Closed Cases Listing

Belton

1/3/2019 10:33:08 AM

Totals For Filed Date From 12/01/2018 To 12/31/2018

Posted Fee Totals For Transaction Date From 12/01/2018 To 12/31/2018

Violations Completed-Other Paid By Filed Date

Traffic	28
UNUSED	1
PP	136

VS-DIVERSION

City Ordinance	5
VS	5

WI-Warrant Issued

City Ordinance	30
IPMC CODE	1
MOVING TRAFFIC	48
Traffic	8
WI	87

Total Violations Completed-Other Paid: 245

09



My Filed Or Closed Cases Listing

Belton

1/3/2019 10:33:08 AM

Posted Fee Totals For Transaction Date From 12/01/2018 To 12/31/2018

Fee Code	Fee Description	Paid
BF (84)	BOND FORFEITURE	\$4,070.00
CC (76)	COURT COSTS	\$2,762.50
CN (CA)	COURT NOTIFCATION AUTOMATION	\$491.24
CVC2 (74)	CRIME VICTIMS CITY	\$94.35
CVS2 (CV)	CRIME VICTIMS STATE	\$1,965.88
DM (82)	DOMESTIC VIOLENCE	\$510.00
DWI (77)	DWI RECOVERY COST	\$120.00
FINE (76)	FINE	\$34,850.86
ILFC (83)	ILF- CITY	\$264.00
IS (IS)	INMATE SECURITY FUND	\$505.02
RST (RS)	RESTITUTION	\$373.00
SBF (84)	SURETY BOND FORFEITURE	\$475.00
SR (SR)	SHERIFF RETIREMENT	\$827.18
TFC (78)	TRAINING FUND CITY	\$509.26
TFS (81)	TRAINING FUND STATE	\$275.71

61

Report Totals:

\$48,094.00

MUNICIPAL DIVISION SUMMARY REPORTING FORM

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

I. COURT INFORMATION		<input checked="" type="checkbox"/> Contact information same as last report	
Municipality:	Belton	Reporting Period: 12/2018	
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@beltonmocourt.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		104	3,401
B. cases (citations / informations) filed		6	519
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	28
4. plea of GUILTY in court		0	192
5. Violations Bureau Citations (i.e., written plea of guilty) and bond forfeitures by court order (as payment of fines / costs)		0	91
6. dismissed by court		0	0
7. <i>nolle prosequi</i>		0	27
8. certified for jury trial (not heard in the Municipal Division)		0	0
9. TOTAL CASE DISPOSITIONS		0	344
D. cases (citations / informations) pending at end of month [pending caseload = (A + B) - C9]		110	3,576
E. Trial de Novo and / or appeal applications filed		0	0
III. WARRANT INFORMATION (Pre and Post Disposition)		IV. PARKING TICKETS	
1. # issued during reporting period	382	# issued during period	0
2. # served/withdrawn during reporting	305	<input checked="" type="checkbox"/> Court staff does not process parking tickets	
3. # outstanding at end of reporting period	3,362		

MUNICIPAL DIVISION SUMMARY REPORTING FORM

COURT INFORMATION	Municipality: Belton	Reporting Period: 12/2018
--------------------------	----------------------	---------------------------

V. DISBURSEMENTS			
Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)		Other Disbursements cont.	
Fines - Excess Revenue	\$21,376.81		
Clerk Fee - Excess Revenue	\$2,091.87		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$64.75		
Bond forfeitures (paid to city) - Excess Revenue	\$1,196.00		
Total Excess Revenue	\$24,729.43		
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)			
Fines - Other	\$13,965.29		
Clerk Fee - Other	\$934.63		
<input checked="" type="checkbox"/> Judicial Education Fund (JEF)	\$0.00		
Peace officer Standards and Training (POST) Commission surcharge	\$275.71		
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$1,965.88		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$29.60		
Law Enforcement Training (LET) Fund surcharge	\$509.26		
Domestic Violence Shelter surcharge	\$510.00		
Inmate Prisoner Detainee Security Fund surcharge	\$505.02		
Sheriffs' Retirement Fund (SRF) surcharge	\$827.18		
Restitution	\$373.00		
Parking ticket revenue (including penalties)	\$0.00		
Bond forfeitures (paid to city) - Other	\$3,349.00		
Total Revenue Other	\$23,244.57		
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	\$120.00
		Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$48,094.00
DWI RECOVERY COST	\$120.00	Bond Refunds	\$0.00
		Total Disbursements	\$48,094.00

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Municipal Division Summary Reporting

[Select A Different Action](#)

17th Judicial Circuit - Cass County - Belton Municipal Division

79			Cass
17th			
MDSR	1	Cass	17th
Belton Municipal Divisic	79	new	new

0

Show entries

Search:

Reporting Period Year

Reporting Period Month

2018	December	Resubmit
2018	November	Resubmit
2018	October	Resubmit
2018	September	Resubmit
2018	August	Resubmit
2018	July	Resubmit
2018	June	Resubmit
2018	May	Resubmit
2018	April	Resubmit
2018	March	Resubmit

Showing 1 to 10 of 12 entries

- [Previous](#)
- [1](#)
- [2](#)
- [Next](#)

Are you the Principal/Chief Judge?

Yes	No
-----	----

SECTION IX
C

R2019-09

A RESOLUTION AUTHORIZING AND DIRECTING THE CUSTODIAN OF RECORDS OF THE CITY OF BELTON, MISSOURI TO DESTROY CERTAIN RECORDS THAT HAVE EXCEEDED THE RETENTION REQUIREMENTS AS SET FORTH BY THE STATE OF MISSOURI.

WHEREAS, the 73rd General Assembly passed the law establishing Records Management and Archives Services as a division of the Office of Secretary of State; and

WHEREAS, Senate Bill No. 376 passed by the 76th General Assembly extended the Records Management Law to local governments of Missouri, which law gave the Secretary of State responsibility for implementation of the program; and

WHEREAS, the City of Belton desires to securely destroy certain records that have exceeded the retention requirement as set forth by RSMo 190.230(4) and the published Missouri Secretary of State Local Records Retention Schedules; and

WHEREAS, Section 2-227 of the Belton Code of Ordinances provides for the City Clerk to be the Custodian of Records and shall be responsible for maintenance and control of all records.

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

SECTION 1. The City Clerk is authorized to utilize Underground Vaults & Storage, Inc in Kansas City, Missouri to dcstroy certain records that have exceeded the retention requirements as set forth by the State of Missouri. The records are listed as **Exhibit A** to this resolution.

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

Duly read and passed this 22nd day of January, 2019.

Mayor Jeff Davis

ATTEST:

Andrea Cunningham, City Clerk
City of Belton, Missouri

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

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton, Missouri, and that the foregoing Resolution was regularly introduced at a regular meeting of the City Council held on the 22nd day of January, 2019, and adopted at a regular meeting of the City Council held the 22nd day of January, 2019 by the following vote, to-wit:

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

Andrea Cunningham, City Clerk
City of Belton, Missouri

Park Department				(month/year)		
Description	Year	Retention Requirement	State Retention Code	Destroy Date	Date Destroyed	Box ID#
Payroll	2007	5 Years	GS 068	Feb-13		2018-1
Payroll	2009	5 Years	GS 068	Feb-15		2018-2
Payroll	2009	5 Years	GS 068	Feb-15		2018-3
Payroll	2011	5 Years	GS 068	Feb-17		2018-4
Payroll	2011	5 Years	GS 068	Feb-17		2018-5
Payroll	2012	5 Years	GS 068	Feb-18		2018-6
Payroll	2012	5 Years	GS 068	Feb-18		2018-6.2
Recreation Files	2007-2008	3 Years	GS065	Feb-12		2018-11
Recreation Files	2009	3 Years	GS065	Feb-13		2018-12
Markey Const.	2005	10 years after occupancy	GS 099	Feb-16		2018-13
Markey Const.	2005	10 years after occupancy	GS 099	Feb-16		2018-13.2
Memberships	2010-2013	3 Years	GS065	Feb-17		2018-19
Memberships	2011-2013	3 Years	GS065	Feb-17		2018-20
Memberships	2012-2014	3 Years	GS065	Feb-18		2018-21
Memberships	2013	3 Years	GS065	Feb-17		2018-23
Memberships	2013-2014	3 Years	GS065	Feb-18		2018-24
Memberships	2013-2014	3 Years	GS065	Feb-18		2018-24.2
Purchase Orders	2012-2015	Completion of Audit	GS 007	Feb-17		2018-31
Purchase Orders	2013-2015	Completion of Audit	GS 007	Feb-17		2018-32
Purchase Orders	2016	Completion of Audit	GS 007	Feb-18		2018-33
Purchase Orders	2013-2014	Completion of Audit	GS 007	Feb-16		2018-36.3
Purchase Orders	2014	Completion of Audit	GS 007	Feb-16		2018-36.4
Bad checks paid, bankruptcies	Pre 2017	Completion of Audit	GS 008	Jun-18		2018-37
Receipts	2012	Completion of Audit	GS 008	Feb-14		2018-38
Receipts	2012-2013	Completion of Audit	GS 008	Feb-15		2018-39
Receipts	2013-2014	Completion of Audit	GS 008	Feb-16		2018-39.2
Receipts	2014	Completion of Audit	GS 008	Feb-16		2018-40
Receipts	2014-2015	Completion of Audit	GS 008	Feb-17		2018-41
Receipts	2015-2016	Completion of Audit	GS 008	Feb-18		2018-42
Receipts	2016	Completion of Audit	GS 008	Feb-18		2018-43
Receipts	2016	Completion of Audit	GS 008	Feb-18		2018-44
Deposits	2010	Completion of Audit + 1 year	GS 010	Feb-13		2018-52
Deposits	2012-2014	Completion of Audit + 1 year	GS 010	Feb-17		2018-54.2
Deposits	2012	Completion of Audit + 1 year	GS 010	Feb-15		2018-55
Deposits	2014	Completion of Audit + 1 year	GS 010	Feb-17		2018-55.2
Billing Logs	2009	Completion of Audit	GS 008	Feb-11		2018-62
Billing Logs	2009-2010	Completion of Audit	GS 008	Feb-12		2018-63
Expenditures	2014	Completion of Audit	GS 007	Feb-16		2018-66
Parks and Maintenance	2008	Under P/R Records, 5 Years	1001	Feb-14		2018-68
Credit Cards	2010	Completion of Audit	GS 008	Feb-12		2018-69
Wellness System	2011-2013	3 Years	GS065	Feb-17		2018-73

SECTION IX

D

R2019-10

A RESOLUTION APPROVING TASK AGREEMENT 2018-8 WITH TREKK DESIGN GROUP, LLC TO PERFORM DESIGN AND CONSTRUCTION SERVICES FOR THE CHERRY HILL STORMWATER IMPROVEMENTS PROJECT IN THE AMOUNT OF \$30,132.90.

WHEREAS, stormwater for the Cherry Hill subdivision drains under the Water Resources Institute parking lot and into a wetlands basin. The parking lot has begun to settle over the pipe, and the Water Resources Institute is no longer able to use this area of the parking lot. The 52-inch pipe's outlet is right next to the edge of the parking lot, and the stormwater discharges at a high velocity resulting in scouring and voids above and around the pipe; and

WHEREAS, under the On-Call Engineering Professional Services Agreement Supplemental Agreement No. 1, TREKK Design Group (TREKK) was requested by City Staff to inspect the site and submit a task agreement to design stormwater improvements; and

WHEREAS, the City Council believes approving Task Agreement 2018-8 with TREKK Design Group, LLC in the amount of \$30,132.90 to perform design and construction services for the Cherry Hill Stormwater Improvement Project 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 Task Agreement 2018-8 with TREKK Design Group, LLC in the amount of \$30,132.90 to perform design and construction services for the Cherry Hill Stormwater Improvements Project is hereby approved for purposes described above.
- 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 ____ day of _____, 2019.

Mayor Jeff Davis

ATTEST:

Andrea Cunningham, City Clerk
of the City of Belton, Missouri

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

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton, Missouri, and that the foregoing Resolution was regularly introduced at a regular meeting of the City Council held on the _____ day of _____, 2019 and adopted at a regular meeting of the City Council held the _____ day of _____, 2019 by the following vote, to wit:

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

Andrea Cunningham, City Clerk
Of the City of Belton, Missouri



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: January 22, 2019

DIVISION: 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

Stormwater for the Cherry Hill subdivision drains under the Water Resources Institute parking lot and into a wetlands basin. The parking lot has begun to settle over the pipe, and the Water Resources Institute is no longer able to use this area of the parking lot. The 52-inch pipe's outlet is right next to the edge of the parking lot, and the stormwater discharges at a high velocity resulting in scouring and voids above and around the pipe.

Under the On-Call Engineering Professional Services Supplemental Agreement No. 1, TREKK Design Group (TREKK) was requested by City Staff to inspect the site and submit a task agreement to design stormwater improvements. Potential solutions include a concrete retaining wall, culvert outlet protection, and mudjacking to prevent further settlement.

City Staff recommends approval of Task Agreement 2018-8 with TREKK to design stormwater improvements for the Cherry Hill subdivision stormwater pipe that drains under the Water Resources Institute parking lot in the amount of \$30,132.90. These services include preliminary and final design, bid phase, and construction phase services. Stormwater funds will be used for construction; however, the actual funding mechanism has not yet been determined.

IMPACT/ANALYSIS:

FINANCIAL IMPACT

Consultant:	TREKK Design Group, LLC
Amount of Request/Contract:	\$ 30,132.90
Amount Budgeted:	\$ 30,132.90
Funding Source:	010-2000-400-3025 (Engineering)
Additional Funds:	\$ n/a
Funding Source:	n/a
Encumbered:	\$ n/a
Funds Remaining:	\$ n/a

STAFF RECOMMENDATION:

Approve a resolution for Task Agreement 2018-8 with TREKK Design Group, LLC to perform design and construction services for the Cherry Hill Stormwater Improvements Project in the amount of \$30,132.90.

LIST OF REFERENCE DOCUMENTS ATTACHED:

- Resolution
- TREKK Design Group Task Agreement 2018-8 and Scope of Work
- Map of Cherry Hill Stormwater Improvements Area



**City of Belton – Public Works
Task Agreement**

Contract: Cherry Hill

Ordinance or Resolution:	Task Agreement No: 2010-8	Funding Amount: \$30,132.90 Purchase Order No :n/a
--------------------------	---------------------------	---

Project Title: Cherry Hill

Contractor/Consultant (including subs): TREKK Design Group, LLC	Division and Staff Project Manager: Public Works- Engineering Department – Ms. Cella Duran
--	---

Project Management Manual reviewed: Yes	Attachments: TREKK Contract
---	-----------------------------

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

I have attached our professional services contract proposal for design of Cherry Hill Improvements.

Staff Signatures		Partner Signatures	
Acting Director of Public Works: Cella Duran	City Manager: Alexa Barton	Project Manager Justin Likes	Company Principal (if different): Kimberly Robinett
Signature: <i>[Signature]</i>	Signature: _____	Signature: <i>[Signature]</i>	Signature: <i>[Signature]</i>
Date: 1/15/2019	Date: _____	Date: 10-29-18	Date: 10/30/18

Project Type:	Design <input checked="" type="checkbox"/>	Construction _____	Property Acquisition _____	Conceptual/Problem Solving _____	Surveying _____
Project Discipline(s):	Transportation _____	Planning _____	Water _____	Wastewater _____	Stormwater <input checked="" type="checkbox"/>

Report(s) Received:
Work on File:

Attach scope of work, budget, and other supporting material



A D/WBE, SBA 8(A), WOSB Certified
Civil Engineering firm

October 29, 2018

City of Belton, MO
Ms. Celia Duran, Acting Director of Public Works
520 Main Street
Belton, MO, 64012
cduran@belton.org

RE: Cherry Hill

Dear Ms. Duran,

I have attached our professional services contract proposal for the Cherry Hill Project. Professional services to be provided by TREKK includes survey, preliminary and final design services for Cherry Hill project. Design elements include a concrete retaining wall and culvert outlet protection adjacent to an existing parking lot.

This professional services Task Agreement is part of and shall be completed in accordance with Terms and Conditions of the master ON-CALL PROFESSIONAL SERVICES AGREEMENT signed and dated 4-14-16.

On behalf of TREKK, I appreciate the opportunity to work with you on this project. Should you require additional information, please do not hesitate to contact me at (816)874-4661.

Sincerely,

A handwritten signature in black ink, appearing to read "Justin Likes".

Justin Likes
Project Manager
TREKK Design Group, LLC

Please find our proposal below for the above mentioned project. Hereinafter, TREKK Design Group, LLC will be defined as the Consultant, and City of Belton, MO will be defined as the Client.

Scope of Services provided by Consultant

Article 1

Scope of Services

TASK 100 – PROJECT ADMINISTRATION:

- 100. TREKK's in-house project management, administration, budget tracking, and monthly billing
- 101. CONSULTANT will hold a project kickoff meeting with OWNER.

TASK 200 – PRELIMINARY DESIGN (30% SUBMITTALS):

- 200. CONSULTANT will perform topographic survey in the vicinity of the project.
 - a. The CONSULTANT will verify and establish project control.
 - b. Topographic survey of identified areas and locate all existing utilities, buildings, swales, fences, signs, drives, and parking lot.
 - c. The CONSULTANT will establish existing right-of-way based on GIS, recorded plats, field evidence.
 - d. CONSULTANT will collect GIS data from the OWNER.
- 201. Develop concept layout for storm, structural, and site grading.
- 202. Develop 30% drawings.
- 203. Prepare Conceptual Estimate of Probable Cost.
- 204. TREKK will conduct one (1) review meeting with the City to conceptual design.

TASK 300 – FINAL PLAN DEVELOPMENT (100% SUBMITTAL):

- 300. Prepare 100% construction drawings. The 100% plan submittal sheets will include: title sheet; survey control, legend and layout; general notes & layout; demolition sheet, site plan; erosion control sheets; and detail sheets.
- 301. Submit 100% Drawings.
- 302. Prepare estimate of probable cost for the 100% submittal
- 303. TREKK will prepare project specifications.
- 304. TREKK will conduct one (1) review meeting with the City to review 100% comments.

TASK 400 – BID PHASE SERVICES:

- 400. Preparation and distribution of bid documents through Drexel Technologies.
- 401. Attend Pre-bid conference.
- 402. Respond to bidders questions as requested.
- 403. Attend Bid Opening
- 404. Prepare bid tab, review bids, and make bid recommendation

TASK 500 – CONSTRUCTION PHASE SERVICES:

- 500. Attend one (1) Pre-Construction Conference.
- 501. Review project shop drawings.
- 502. Respond to RFI's, SDI's and Contractor coordination during construction.
- 503. Attend up to one (1) substantial completion inspection

504. Attend up to one (1) final completion inspection

TASK 600 – PROJECT CLOSEOUT:

1. Not Included

Article 2
Additional Services

All additional work required by the client will be billed on an hourly basis according to the rate schedule attached, or at a negotiated lump sum fee. Extra work would include, but not be limited to:

- Changes in Scope of Services.
- Change in contract duration.
- Preparation of Temporary or Permanent Easements and/or Right-of-way exhibits
- ROW/Easement acquisition or filing of documents
- Envision Verification Process
- Additional Bid phase services (Not listed above)
- Additional Construction phase services (Not listed above)
- Construction Staking
- Construction Inspection
- Construction Materials Testing

Article 3
Client Responsibilities

- The Client shall provide full information regarding existing information in regard to all existing utility infrastructure and land-use data, including survey information.
- The Client shall be responsible for all costs associated with permits, easement acquisition, approvals and construction inspection of the facilities designed under this agreement.

Article 4
Contract Fee and Billing

The Client shall compensate TREKK Design Group for Scope of Services described above and in accordance with the attached fee proposal.

1. For **PROFESSIONAL SERVICES** compensation shall be based on unit rates and hourly costs, not to exceed the amount of (\$ 30,132.90) as outlined in the 2018 Compensation for Professional Engineering Services by reference herein, and attached as Attachment A.

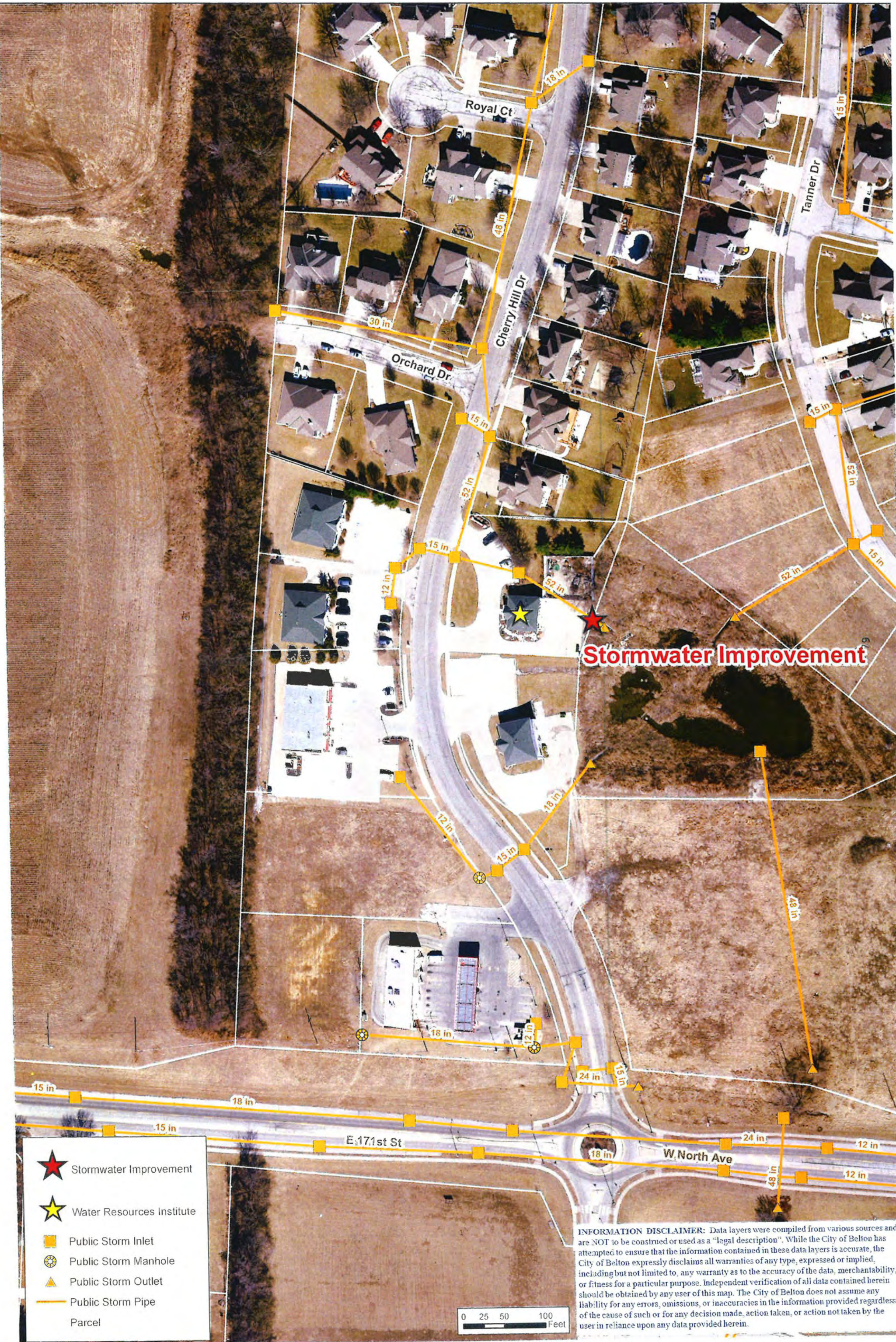
All work shall be performed according to our **Standard Terms and Conditions of Contract**, incorporated into the master ON-CALL PROFESSIONAL SERVICES AGREEMENT signed and dated 4-14-16.

Article 5
Schedule




The project Schedule is as follows:

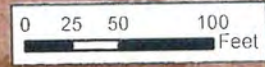
Design Professional Services	Nov 2018 – June 2019
Task 100: Project Administration	Nov 2018 – June 2019
Task 200: Preliminary Design	Dec 2018 – Jan 2019
Task 300: Final Design	Jan 2019 – March 2019
Task 400: Bid Phase Services	March 2019
Task 500: Construction Phase Services	March - June 2019

Cherry Hill Stormwater Improvement



Stormwater Improvement

-  Stormwater Improvement
-  Water Resources Institute
-  Public Storm Inlet
-  Public Storm Manhole
-  Public Storm Outlet
-  Public Storm Pipe
-  Parcel



INFORMATION DISCLAIMER: Data layers were compiled from various sources and are NOT to be construed or used as a "legal description". While the City of Belton has attempted to ensure that the information contained in these data layers is accurate, the City of Belton expressly disclaims all warranties of any type, expressed or implied, including but not limited to, any warranty as to the accuracy of the data, merchantability, or fitness for a particular purpose. Independent verification of all data contained herein should be obtained by any user of this map. The City of Belton does not assume any liability for any errors, omissions, or inaccuracies in the information provided regardless of the cause of such or for any decision made, action taken, or action not taken by the user in reliance upon any data provided herein.

SECTION IX

E

R2019-11

A RESOLUTION APPROVING A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF BELTON AND LOCAL NO. 42 – INTERNATIONAL ASSOCIATION OF FIREFIGHTERS.

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

SECTION 1. That a Collective Bargaining Agreement between the City of Belton, Missouri, and Local No. 42 – International Association of Firefighters is hereby approved and the Mayor is authorized and directed to execute the memorandum on behalf of the City.

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

Duly read and approved this ____ day of _____, 2019.

Mayor Jeff Davis

ATTEST:

Andrea Cunningham, City Clerk
City of Belton, Missouri

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

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton, Missouri, and that the foregoing Resolution was regularly introduced for first reading at a meeting of the City Council held on the ____ day of _____, 2019, and thereafter adopted at a regular meeting of the City Council held on the ____ day of _____, 2019, after the second reading thereof by the following vote, to-wit:

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

Andrea Cunningham, City Clerk
City of Belton, Missouri

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
CITY OF BELTON, MISSOURI
AND
INTERNATIONAL ASSOCIATION OF
FIRE FIGHTERS LOCAL #42
2018-2021



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PREAMBLE

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

ARTICLE 1 RECOGNITION AND UNION SECURITY

Section 1.1 Recognition

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

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

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

Section 1.2 Union Security

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

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

The City agrees to allow the Union to maintain a bulletin board in each of the fire stations for the purpose of posting items of Union interest which have the approval of the Union. In no event shall

a bulletin board be used for political purposes or for any purpose that may in any way injure the City or its employees. When items are posted on a bulletin board maintained by the City, such items shall not be removed or otherwise inhibited by the Union.

Section 1.3 Dues Deduction

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

- A. The City shall deduct Union dues from the salaries of those members of Local No. 42 who authorize such in writing (pursuant to the authorization form attached as Appendix A). Dues deductions shall be irrevocable for a period of one (1) year or the expiration of this Agreement, whichever occurs first. Revocation of such authorization must be in writing, with a copy to the Secretary-Treasurer of the Union and the City, and shall be in accordance with the procedure set forth in the authorization form.
- B. Dues deducted, as provided for above, will be forwarded to the Secretary-Treasurer of Local No. 42. The City agrees to provide these services without charge to the Union.
- C. The Union agrees to defend, indemnify and hold the City harmless in the event any employee brings a claim against the City based on the City's compliance with the provisions of this Section.

Section 1.4 Political Action Committee

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

Section 1.5 Release from Duty

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

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

Section 1.6 Notification of Rules

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

Section 1.7 Access to Information

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

Section 1.8 On Duty Union Activity

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

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

ARTICLE 2 MANAGEMENT RIGHT AND NO STRIKE

Section 2.1 Management Rights

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

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

As noted above, the City possesses the sole right to operate and manage the Fire Department and the above list of enumerated rights is not intended to limit or restrict those rights that inherently repose in Management. Those powers, rights and authority that inherently and appropriately repose in Management will be exercised in a manner consistent with the express provisions of this Agreement and will not be exercised or claimed in an effort to undermine the Union or in an attempt to evade the express provisions of this Agreement.

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

Section 2.2 No Strike Clause

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

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

ARTICLE 3 SENIORITY

Section 3.1 Hire Date

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

Section 3.2 City Date

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

Section 3.3 Rank Date

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

Section 3.4 Resignation and Termination

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

Section 3.5 Adjusted Seniority

In the case of members returned from a disability pension or members re-employed pursuant to an offer that specifically provides for restored seniority, seniority for all purposes shall be calculated

from original date of employment and original date of appointment, where applicable, with the understanding that the time spent on pension or not in the employment of the City shall not count toward the accrual of seniority.

Section 3.6 Fire Department Probationary Period

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

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

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

ARTICLE 4 STAFFING & VACANCIES

Section 4.1 Staffing

A. Assigned Staffing:

The City Administration is committed to the goal of endeavoring to maintain the Bargaining Unit Member's assigned staffing at no less than thirteen (13) employees per shift for the term of this Agreement. City Administration will use its best efforts to avoid the need for reductions in force or hiring freezes during the term of this Agreement, and will not implement either unless expressly directed to do so by the City Council.

The parties mutually agree that if the City implements any hiring freeze or layoffs during the term of this Agreement, the City will nevertheless continue to fill FAO and Captain positions to the extent necessary to at least maintain the number of personnel currently in those positions as of January 1, 2019.

B. Minimum Staffing:

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

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

Section 4.2 Vacancies – Captain and Fire Apparatus Operator

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

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

Section 4.3 Vacancies – Fire Fighter/Paramedic and Fire Fighter/EMT

The City shall make a good faith effort to fill entry-level vacancies in as short a time as practicable (normally within thirty (30) days), so as to ensure that staffing levels are maintained at the levels directed by the City Council.

Section 4.4 New Positions

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

ARTICLE 5 GENERAL PROVISIONS

Section 5.1 Duties

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

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

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

Section 5.2 Inclement Weather

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

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

2. Firefighting units shall not be required to do any routine outside work or engage in training activities during periods of precipitation or when the temperature is below 40 degrees F. or above 90 degrees F.

Section 5.3 Subcontracting

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

Section 5.4 Belton Community Center Membership

The City shall provide individual membership to the Belton Community Center to all bargaining unit members at no cost to the employee in the same manner as is provided to other City of Belton employees. Each month, employees must attend the Community Center at least two (2) times in addition to two sessions at the fire station. If the member fails to achieve these attendance requirements the City will stop paying the Community Center membership fees until the next open enrollment period. Employees are allowed to cancel their Community Center membership at any time.

Section 5.5 Ready Time

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

This time will be the hours from 1800 hours until 0700 hours. During the ready time period, equipment will be maintained in a manner that ensures readiness to respond to any non-emergency or emergency responses and all aspects that go along with such responses including finishing all reports. Both parties agree that special circumstances of a critical nature may arise, which may require that some duties be performed during ready time including public relations events and any other special events or situations as deemed necessary by the Fire Chief.

Section 5.6 Burial Expenses

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

Section 5.7 Licensure

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

Section 5.8 Pilot Programs

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

ARTICLE 6 HOURS

Section 6.1 Emergency Operations Members

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

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

Section 6.2 Trading Time

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

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

ARTICLE 7 OVERTIME PAY AND ADDITIONAL PAY

Section 7.1 Overtime

Both parties accept and understand the need for overtime for when the minimum staffing level of Bargaining Unit Members falls below ten (10). All personnel within the bargaining unit are eligible for overtime pay. The overtime pay will be approved by the on-duty shift commander and placed on the Daily Time Sheet for payment.

Whenever bargaining unit employees on 24-hour shifts work in excess of 212 hours in a 28-day work period, they shall be paid at time-and-one-half for all additional hours worked.

Section 7.2 Overtime Pay Rates

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

The regular rate of pay to be used for calculating overtime compensation shall include all remuneration paid to an employee for work performed and must be a composite of all pay rates

and pay allowances received for work performed in the work period divided by the number of hours worked.

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

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

Section 7.3 Overtime Hiring Procedures

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

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

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

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

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

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

Section 7.4 Holdover Pay

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

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

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

Section 7.5 Court Appearances and Depositions

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

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

Section 7.6 Callback Pay

Whenever a bargaining unit member is called back to work after his/her regular working hours and after he/she has left the work site, the minimum overtime payment shall be for two (2) hours of work. The two (2) hours minimum shall not apply and overtime compensation shall end if the employee's regular shift begins during the emergency call back.

ARTICLE 8 LEAVE

Section 8.1 Vacation

A. Use:

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

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

B. Amount Earned:

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

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

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

C. Accrual:

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

D. Eligibility:

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

E. Unused Vacation Leave:

Upon separation from the City, employees shall be paid one hundred percent (100%) of any unused Vacation Leave up to the maximum annual accrual amount listed above (column labeled "hours earned per year"), based on the employee's term of service.

Section 8.2 Sick Leave Use:

All requests for sick leave shall require notification and coordination with the employee's immediate supervisor. Any illness of two (2) days or more may require a certificate from a reputable physician as evidence of illness before compensation is paid. Sick leave may not be used to extend annual leave. Sick leave is intended for personal illness as well as illness of a member of the employee's immediate family (parents, grandparents, father-in-law, mother-in-law, brothers, sisters, sons, daughters or spouse) that requires the employee's personal care or attention.

A. Amount Earned:

Each regular full-time employee who works the twenty-four (24) hour shift shall earn one hundred eighty-two (182) hours of sick leave per year. It will be earned at 7 hours per pay period.

B. Accrual:

The maximum accrual for all twenty-four (24) hour shift employees is two thousand five hundred and ninety six (2,596) hours; however, one thousand four hundred sixty-four (1,464) hours will be the most any 24-hour shift employee can turn in for partial payout as unused sick leave under subsection E below, upon separation from the City.

C. Eligibility:

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

D. Termination:

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

E. Unused Sick Leave:

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

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

Employees who qualify for and retire or receive a line of duty disability pension or who die while active shall be paid fifty percent (50%) of any unused Sick Leave, not to exceed 732 hours paid (1464 maximum hours x 50% payout).

F. Sick Leave Incentive:

Effective January 1, 2019, if an employee on a twenty-four (24) hour shift uses less than seventy-two (72) hours of Sick Leave in a calendar year they will be granted twenty-four (24) hours of additional Vacation for the next calendar year.

G. Sick Leave Donation:

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

- a. Employee Donating Sick Leave
 - i) The donation may not result in balance of less than 200 sick leave hours for the donor.

- ii) The donation of sick leave must be in increments of 12 or 24 hours.
 - iii) A complete “Sick Leave Donation Form” must be submitted to the City Manager’s office by 5p.m. on Thursday prior to the pay period in which the donated hours are needed.
 - iv) The donation is a gift and is not compensable or refundable in any way.
- b. Employee Receiving Donated Sick Leave
- i) The recipient must have exhausted all of their available Sick Leave. The actual transfer of sick leave occurs as needed. If the recipient of a donation returns to work from the approved absence, and no longer has an immediate need for additional donations, then all pending donations will not be processed.
 - ii) After the transfer of sick leave is made the City Manager or his/her designee will notify the payroll department and the recipient of the donation.
 - iii) Employees will use the established donation form as provided by the City of Belton.

Section 8.3 Funeral Leave

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

If additional time is required or if the employee wishes to attend the funeral of a relative not covered by this section, vacation time shall be requested and not unreasonably denied by Fire Management. If a member wishes to utilize vacation under this section, the request shall be made at least twenty-four (24) hours in advance.

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

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

Section 8.4 Personal Leave

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

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

Section 8.5 Jury Duty

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

Section 8.6 Military Leave

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

Section 8.7 Voting Leave

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

ARTICLE 9 FAMILY AND MEDICAL LEAVE ACT

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

A. Reasons for Taking Leave:

The City shall grant leave to an eligible employee for one or more of the following reasons:

1. To care for a newborn child;
2. To care for an adopted or foster child who has been placed with the employee;
3. To care for the employee's spouse, child or parent when that individual has a serious health condition;
4. Because the employee is unable to perform the essential functions of the employee's job because of a serious health condition;
5. To address certain qualifying exigencies related to a covered family member's (the employee's spouse, son, daughter, or parent) active duty or call to active duty status in a foreign country (and if the family member is in the National Guard or Reserves

and is on or called to active duty in a foreign country, the duty must also be in support of a contingency operation); and/or

6. To care for a covered military service-member (if the employee is the spouse, parent, son, daughter, or next of kin of said service-member) who: (a) is a current member or veteran of the military (Armed Forces, National Guard, or Reserves); (b) incurred a serious injury or illness (or aggravation of a pre-existing injury or illness) in the line of duty while on active duty that renders the service member medically unfit to perform his or her duties or manifests itself within five years after the individual becomes a veteran; and (c) is undergoing medical treatment, recuperation or therapy while in the military or during the five-year period after becoming a veteran, or is in out-patient status while in the military, or is on the military's temporary disability retired list.
- B. A "serious health condition" is an illness, injury, impairment or physical or mental condition that involves either inpatient care in a hospital, hospice, or residential medical care facility or continuing treatment by a health care provider. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 full consecutive calendar days combined with at least two in-person visits to a health care provider (the first within 7 days and the second within 30 days of the onset of incapacity) or one in-person visit (within 7 days of the onset of incapacity) and a regimen of continuing treatment prescribed at that visit. The definition of continuing treatment also includes incapacity due to pregnancy and incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.
 - C. If the need for a leave is foreseeable, the employee must give 30 days' notice by filling out a Request for Leave form. If 30 days' notice is not practicable, the employee must give as much notice as reasonably practicable, which means the same day as or the first business day after the employee learns of the need for time off. If the need for leave is unforeseeable (including each day of unforeseeable intermittent leave), the employee must provide notice of the need for time off by complying with call-in requirements.
 - D. An employee requesting leave will be provided a Notice of Eligibility and Rights and Responsibilities. If the reason for the leave is the employee's own serious health condition or the serious health condition of a family member, the employee will also, in most cases, be provided a Certification of Health Care Provider and statement of job functions, if appropriate. The Certification, if required, must be completed by the appropriate health care provider and returned by the employee within 15 days of the employee receiving it or the leave or its continuation, or restoration following the leave, may be denied. In certain circumstances, recertification may be required. After a decision is made about the leave request, a Designation Notice will be provided to the employee either, approving leave, denying the leave, or requesting sufficient or complete information if not already provided.
 - E. Each eligible employee is entitled to a maximum of 12 work weeks of Family and Medical Leave in the 12-month period beginning with the employee's initial Family and Medical Leave except that if an employee and his or her spouse both work for the City, they are

collectively entitled to take no more than 12 weeks of leave to care for a newborn, adopted or foster child and/or for the care of a parent with a serious health condition.

- F. A leave to care for a newborn or newly adopted or newly placed foster child must be taken during the 12-month period beginning on the date of birth or placement and may not be taken on an intermittent or reduced schedule basis.
- G. Leave necessitated by an employee's own serious health condition or to care for a seriously ill spouse, parent, or child, may be taken on an intermittent or reduced schedule basis if it is medically necessary as indicated in the Certification of Health Care Provider. If an employee requests intermittent or reduced schedule leave for planned medical treatment, the employee may be required to transfer temporarily to an available alternative position for which the employee is qualified and which better accommodates recurring periods of leave than does the employee's regular position.
- H. During a leave, an employee must concurrently use credited but unused sick leave and vacation if available. Workers' compensation benefits will be paid to an employee whose serious health condition is a result of a work-related illness or injury.
- I. While on leave, the employee's health insurance will continue with the same coverage and cost to the employee as it would if the employee were continuing to work. An employee's failure to pay the employee's share of a premium within 30 days after it becomes due may result in the cancellation of coverage.
- J. While on leave, an employee is prohibited from working elsewhere or engaging in self-employment without the City's prior written consent.
- K. If an employee is released to return to work with no restrictions before exhausting his/her available FMLA leave allowance, he or she is entitled to be returned to the same position or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. An employee, however, has no greater right to reinstatement or to other benefits and conditions of employment than if the employee had been continuously employed during the leave period.
- L. Benefits, other than health insurance, will normally not accrue while an employee is on unpaid FMLA leave. An employee who is returning from an FMLA leave for the employee's serious health condition must furnish a fitness-for-duty statement prior to resuming job duties. Employees who fail to return to work from their leave will be considered a voluntary resignation and may be required to repay health insurance premiums paid by the City during the leave.

ARTICLE 10 HOLIDAYS

Section 10.1 Paid Holidays

Any employee who works on a holiday will be paid at their regular rate of pay for all hours worked on any holiday listed in Article 10, Section 2. All employees, whether or not they work on a recognized holiday, will be paid eight (8) hour of Holiday Pay for any holiday listed in Section 10.2.

Section 10.2 Recognized City Holidays

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

1. New Year's Day
2. Martin Luther King Jr. Day
3. President's Day
4. Good Friday
5. Harry S. Truman Day (beginning in 2019)
6. Memorial Day
7. Independence Day
8. Labor Day
9. Columbus Day (beginning in 2019)
10. Veterans Day (beginning in 2019)
11. Thanksgiving Day
12. The Day following Thanksgiving
13. Christmas Eve
14. Christmas Day

ARTICLE 11 CLOTHING

Section 11.1 Initial Allowance

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

A. Dress Uniforms:

- a. One (1) dress pants
- b. One (1) long sleeve Dress Shirt
- c. One (1) name badge
- d. One (1) badge
- e. One (1) set collar brass
- f. One (1) black neck tie

B. Uniforms:

- a. Four (4) pants
- b. Two (2) pair EMS shorts if required
- c. Four (4) station T-shirts
- d. One (1) Duty Champ Jacket or Job Shirt
- e. One (1) work cap

- f. One (1) stocking cap
- C. Personal Protective Clothing:
- a. Two (2) sets of Bunker Coat & Pants
 - b. One (1) helmet
 - c. One (1) pair Bunker Boots
 - d. Two (2) pair fire gloves
 - e. Two (2) Nomex Hoods
 - f. One (1) eye glass bracket for SCBA if needed
 - g. One (1) prescription lenses for SCBA (up to \$200) if needed
 - h. One (1) pair leather work gloves
 - i. One (1) pair extrication gloves

Section 11.2 Replacement

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

ARTICLE 12 INSURANCE

Section 12.1 Insurance

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

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

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

Section 12.2 Insurance Premiums

Current Insurance Premiums will be detailed in Appendix E attached to this CBA. Any changes in Insurance Premiums will be subject to Section 12.3, Advisory Health Committee.

Section 12.3 Advisory Health Committee

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

ARTICLE 13 WORK INJURY LEAVE SUPPLEMENTAL PAY

Section 13.1 Amount

Any employee who is injured on the job shall be eligible for injury time with pay at a rate that, when added to Worker's Compensation payments due the employee, will equal the employee's net pay, after deductions. The extent of this supplemental pay is ninety (90) work shifts for 24-hour shift employees for each new and separate injury. Such supplemental pay will not be charged against the employee's accrued sick leave or vacation time.

Section 13.2 Use of Work Injury Leave

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

Section 13.3 Extended Work Injury Leave

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

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

Section 13.4 Modified Duty

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

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

The Modified Duty positions shall be selected by the Fire Chief and may be in Fire Prevention, Training Division or other divisions of the Fire Department or other departments in the City.

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

Section 13.5 Positions by Non-Fire Fighting Employees

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

ARTICLE 14 FIRE DEPARTMENT PHYSICALS

Section 14.1 Fire Department Physicals

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

Medical conditions that impact the employee's ability to perform firefighting activities, identified by the fire department physician as work related shall be treated in accordance with Article 13, Sections 1 through 5.

ARTICLE 15 BFD RULES AND ORDERS

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

The department will transition into Lexipol Rules and Regulations Manual. The department will give the Union time to read and review so there are no conflicts with the Collective Bargaining Agreement.

ARTICLE 16 PROMOTIONS

Section 16.1 Promotions

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

Section 16.2 Captains Promotion

Promotion to the rank of Captain will be done by Competitive Exam. The Fire Chief shall issue an administrative policy that outlines the requirements and procedures for promotional exam. These rules shall address eligibility requirements, types of exams, when exams will be held, methods for determining the eligibility list, and a bibliography of study materials used in testing.

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

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

Section 16.3 Fire Apparatus Operator Promotion

Promotions to the rank of Fire Apparatus Operator will be done by seniority based upon the bargaining unit members Hire Date.

Section 16.4 Paramedic Promotion

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

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

The City will pay all Tuition costs associated with attending a Paramedic Training Program. The program and process will be chosen and developed through the Labor Management Committee. Firefighter/EMTs must take their own leave to meet the qualifications for Firefighter/Paramedic.

ARTICLE 17 DISCIPLINARY PROCEEDINGS

Any time an employee is called before a supervisor for the purpose of considering disciplinary action, the employee shall have a right to be represented by the Union or any other representative of their choosing and shall be notified of that right and given adequate time to obtain such representation upon request. For all disciplinary matters, the City will notify the Union of the nature of the investigation, and provide sufficient details to ensure that the member has a full and fair opportunity to respond to the allegations. All members will be afforded their due process rights prior to the imposition of any discipline.

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

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

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

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

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

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

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

1. **Counseling:** An informal discussion between an employee and supervisor/department head, usually concerning expected employee behavior, conformity to City policy or expected job performance. A notation will be made in the employee's file of the counseling session. Counseling is not considered discipline and is not subject to the grievance procedure.
2. **Verbal Reprimand:** A formal, verbal rebuke of an employee by the supervisor/department head for specific infraction(s) of City policy, unacceptable job performance. A notification that a reprimand was given shall be made and placed in the employee's personnel file. The employee may attach a written rebuttal to the notation in the personnel file. These notifications will be removed if, for the period of one year, no repeated incidents of any rules infractions occur.
3. **Written Reprimand:** A written rebuke of an employee for specific infraction(s) of City policy, unacceptable personal conduct or unacceptable job performance. All written reprimands shall be initialed by the employee and placed in the employee's personnel file and the employee will be given a signed copy. The employee may place a written rebuttal in the personnel folder attached to the reprimand.

4. **Suspension Without Pay:** The ordered absence from duty without pay for a specific period for specific infraction(s) of City policy, unacceptable personal conduct or unacceptable job performance. A signed letter of cause will be given to the employee as soon as possible but in no case later than the beginning of the regular work day on which the suspension is scheduled to begin, setting the reason for the suspension and its duration. A copy will be made a permanent part of the employee's personnel folder and a copy will be forwarded to the City Manager. An employee suspended without pay may not use previously accrued vacation days in lieu of suspension days.
5. **Involuntary Demotion:** Reassignment from an employee's current position to one of a lesser starting pay and lower responsibility level for specific infraction(s) of City policy, unacceptable personal conduct or unacceptable job performance when the employee has demonstrated an inability to perform the job duties and responsibilities of that position. A letter of cause will be given to the employee at least ten (10) working days prior to the effective date stating the reason for the demotion and the effective date. The letter of cause will be made a permanent part of the employee's personnel file with a copy forwarded to the City Manager.
6. **Dismissal:** The release of an employee from City service for a specific infraction(s) of City policy, unacceptable personal conduct or unacceptable job performance. A letter of dismissal shall be provided to the employee stating the reason for dismissal.

ARTICLE 18 GRIEVANCE PROCEDURE

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

Section 18.1 Member Grievances

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

Step 1: The employee and/or Union may take the matter up orally or in writing with his or her immediate supervisor outside the bargaining unit, or at the first step above the supervisory level at which the grievance arises, within fifteen (15) days after the employee knew or reasonably should have known of the facts giving rise to the grievance. The parties desire to resolve as many grievances as possible at this step, but in any event, the supervisor shall give the employee an answer within fifteen (15) days after the grievance has been presented to him or her.

Step 2: If the matter is not satisfactorily resolved in Step 1, the employee, with a Union representative, may advance the grievance within fifteen (15) days after receipt of the answer in Step 1, to the Deputy Chief or next supervisory level. At

this stage, the grievant shall provide a written statement of the grievance, containing a concise statement of the facts giving rise to the grievance, the applicable section of the Agreement and the relief sought. Within fifteen (15) days after receipt of the written grievance, or such time as may be agreed upon in writing by the Deputy Chief, the employee and the designated representative(s) of the Union, the parties shall meet and try to resolve the matter. Within fifteen (15) days after such meeting, the Deputy Chief shall give his/her answer in writing to the Union.

Step 3: If the matter is not satisfactorily resolved in Step 1 or 2, the employee with the Union, may take the matter to the Fire Chief, or his or her designated representative, by submitting a copy of the grievance and the answer to the Fire Chief within fifteen (15) days after receipt of the answer in Step 2. Either the Union or the Fire Chief may request a meeting to discuss the grievance. This meeting shall be held within fifteen (15) days of submission of the grievance at this step. The Fire Chief will give the Union a written answer within fifteen (15) days of the meeting, or within fifteen (15) days of the submission, if no meeting is requested.

Step 4: If the Union is not satisfied with the answer received in the preceding step, it may submit grievance to the Assistant to the City Manager, or his or her designated representative, within fifteen (15) days thereafter. During this period, a meeting between the Assistant to the City Manager-Human Resources and the Union shall be held if requested by the Union or the Assistant to the City Manager. The Assistant to the City Manager will give the Union a written answer within fifteen (15) days of the meeting, or within fifteen (15) days of the submission, if no meeting is requested.

Step 5: If the Union is not satisfied with the answer received in the preceding step, it may submit the grievance to the City Manager, or his or her designated representative, within fifteen (15) days thereafter. During this period a meeting between the City Manager and the Union shall be held if requested by the Union or the City Manager. The City Manager will give the Union a written answer within fifteen (15) days of the meeting, or within fifteen (15) days of the submission, if no meeting is requested.

Section 18.2 Union Grievances

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

Section 18.3 Grievances Arising from Disciplinary Action

Grievances challenging discharge, demotion or suspension action can be submitted to the Assistant to the City Manager as described above in Step 4 within fifteen (15) days of a Notice of Disciplinary Action, e.g., within fifteen (15) days after the Fire Chief has issued his/her decision following the predetermination hearing.

Within fifteen (15) days of the issuance of the Assistant to the City Manager's answer, an election must be made in discharge, demotion or suspension cases if the matter is to proceed further to Step 5. Assuming that the grievant desires to pursue the matter further, an election can be made to proceed before the City Manager.

Section 18.4 Disciplinary Grievances of Newly Hired Employees

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

Section 18.5 Final Resolution

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

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

1. The matter shall be submitted to advisory arbitration at the request of either the City or the Union. In the event the parties cannot agree upon an arbitrator, the arbitrator shall be selected from a panel submitted by the Federal Mediation and Conciliation Service with the party requesting arbitration striking the first name from the list. To the extent that such arbitration involves an issue of discipline or discharge imposed upon a bargaining unit employee after his/her initial probationary period, the parties agree to abide by the advisory decision of the arbitrator.
2. The City and the Union may agree to submit the matter to binding arbitration. In such event, the agreement to arbitrate shall specify the issues to be submitted, the name of the arbitrator or the procedure for selecting an arbitrator, and any necessary procedural details.
3. The decision of the arbitrator shall be subject to the following conditions:
 - a. The arbitrator shall determine the procedural rules of arbitration, and make such orders during the pendency of the proceeding as are necessary to enable the arbitrator to act effectively.
 - b. The arbitrator shall have no power to add to, subtract from or modify any of the terms of this Collective Bargaining Agreement.

- c. The arbitrator shall have no power to establish or change any wage rates.
- d. The arbitrator shall have discretion to reduce or raise the discipline imposed.
- e. The costs of the arbitrator shall be shared equally by the City and the Union.
- f. The arbitrator shall render his/her award within thirty (30) days of the close of the hearing or receipt of the parties' briefs, whichever is later.
- g. This provision does not extend to negotiations for amendment of this Collective Bargaining Agreement or for mediation of any disagreements involved in such negotiation.

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

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

ARTICLE 19 LABOR MANAGEMENT COMMITTEE

Section 19.1 Labor/Management Committee

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

Section 19.2 Meeting Date & Times

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

Section 19.3 Informal Meetings

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

Section 19.4 Changes

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

Section 19.5 New Rules & Policy

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

Section 19.6 Alternate Structures

In lieu of the Labor/Management Committee provision set forth above, the parties may adopt mutually agreeable alternative committee structures and procedures. The parties have adopted the alternative set forth in Appendix D. If the parties cease using the alternative set forth in Appendix D, the provisions of this Article 19 will apply.

ARTICLE 20 RETIREMENT SYSTEM & DEFERRED COMPENSATION PLAN

Section 20.1 Missouri Local Government Employees Retirement System

Upon completion of six (6) months of employment, an employee shall be enrolled in the Missouri Local Government Employees Retirement System (LAGERS) Benefit Program L-6.

Section 20.2 Deferred Compensation Plan

Members of Local No. 42 employed by the City shall be afforded the option of entering into a Deferred Compensation Plan governed by the Internal Revenue Code 457. A company with an established program shall administer the deferred compensation program. It is however understood that the City will make available the IAFF Financial Corporation 457 Plan as either the sole option, or one of the options that bargaining unit members may participate in, provided the City is required to incur no substantial additional costs as a result of offering such plan. Bargaining unit members will be entitled to transfer 457 plan assets to the plan of choice without penalty.

ARTICLE 21 PAYROLL DEDUCTIONS

Section 21.1 Credit Union

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

ARTICLE 22 PAY

Through the end of Fiscal Year 2020, pay for the members of the bargaining unit shall be in accordance with this Article and the attached Appendices.

Section 22.1 Wages in Fiscal Year 2019

Bargaining Unit Members shall receive a Cost of Living Adjustment (“COLA”) of two-and-one-half percent (2.5%) effective March 19, 2019. The Pay Scale attached as Appendix B will become effective on April 1, 2019.

Section 22.2 Wages in Fiscal Year 2020

Bargaining Unit Members, upon receiving a satisfactory annual performance evaluation, shall be moved up one pay step (Merit Increase) on the pay scale on their Hire Date or Rank Date,

whichever is applicable, in FY 2020. (See the attached Appendix B for salary, and step increases in FY 2020).

Section 22.3 Wages in Fiscal Year 2021

The parties shall meet to negotiate a Fiscal Year 2021 wage package. Such negotiations shall be timed to conclude before the Council adopts its FY 2021 budget. The FY 2021 information included in this Agreement shall not be binding on any party unless it is agreed upon and reaffirmed during the FY 2021 bargaining process.

Section 22.4 Promotion Increase

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

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

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

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

Section 22.5 Working Out of Class (WOC)

Whenever a vacancy in the position of Fire Apparatus Operator, Captain, or Shift Commander (Battalion Chief) exists due to an absence or otherwise, a qualified employee in the next lower rank shall work out of class for the length of the vacancy. The employee working out of class will be compensated for all hours actually worked in the out-of-class position at the lowest step of the position they are filling that represents an increase of at least five percent (5%) above their current regular wage rate.

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

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

ARTICLE 23 AFFECTED BENEFITS

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

ARTICLE 24 SAVINGS CLAUSE

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

ARTICLE 25 TERM OF AGREEMENT

Section 25.1 Term of Agreement

This Collective Bargaining Agreement will become effective upon ratification by the bargaining unit and adoption by the City Council, and remain in effect until 07:59:59, April 1, 2021.

Section 25.2 Reopeners

In the event that the City receives recommendations concerning a Fire District Consolidation that would directly affect bargaining unit members covered under this Agreement, the City and the Union shall meet to discuss relevant items, including a reopening of negotiations of this Agreement, if necessary.

In the event that the City receives information from their annual Pay Study review that suggests modification to the pay scales and/or step placement of bargaining unit members covered by this Agreement, the City may request to reopen negotiations to discuss amendments to those items.

Section 25.3 Renewal

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

Section 25.4 Negotiations of New Agreement

Negotiations shall commence within forty-five (45) days of either party's notification that it desires to modify this Agreement. Such notification may be made between September 1, 2020 and January 30, 2021.

IN WITNESS WHEREOF, the parties hereto have executed amendments to this AGREEMENT on the ____ day of _____, 2019.

FOR THE CITY:

FOR THE UNION:

Alexa Barton, City Manager

Tim Dupin, President

Norman K. Larkey, Sr., Fire Chief

Mark Graves, Executive Board Member

Jeff Davis, Mayor

APPENDIX A



PAYROLL DEDUCTION AUTHORIZATION FOR
UNION DUES

NAME: _____

SOCIAL SECURITY #: _____

ADDRESS: _____

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

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

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

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

SIGNATURE DATE

ADDITIONAL AUTHORIZATION FOR
INITIATION FEE

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

SIGNATURE DATE

APPENDIX B

PAY SCALES

Firefighter-EMT	38 (Steps 1-18)
Firefighter-Paramedic	43 (Steps 1-18)
Fire Apparatus Operator	48 (Steps 6-18)
Captain	53 (Steps 6-18)

#	Name	Rank	NEW STEP	APRIL 1, 2019 STEP	END OF FY20 STEP	END OF FY 21 STEP	END OF FY21 ANNUAL
1	Marconett, Dana F.	Captain	53-11	\$73,237.12	53-12	53-13	\$76,944.76
2	Appleberry, Travis C.	Captain	53-11	\$73,237.12	53-12	53-13	\$76,944.76
3	Michael, David A.	Captain	53-11	\$73,237.12	53-12	53-13	\$76,944.76
4	Bellefy, Robert E.	Captain	53-10	\$71,450.95	53-11	53-12	\$75,067.93
5	Dizney, Brian E.	Captain	53-7	\$66,349.32	53-8	53-9	\$69,708.33
6	Goddard, Jordan M.	Captain	53-6	\$64,731.00	53-7	53-8	\$68,008.16
7	Brown, Dennis J.	FAO	48-12	\$66,349.32	48-13	48-14	\$69,708.33
8	Graves, Mark J.	FAO	48-12	\$66,349.32	48-13	48-14	\$69,708.33
9	George, Christopher M.	FAO	48-12	\$66,349.32	48-13	48-14	\$69,708.33
10	Hill, Geoffrey P.	FAO	48-11	\$64,731.00	48-12	48-13	\$68,008.16
11	Kraft, Johnny O.	FAO	48-11	\$64,731.00	48-12	48-13	\$68,008.16
12	Newell, Benjamin R.	FAO	48-11	\$64,731.00	48-12	48-13	\$68,008.16
13	Snyder, Chad A.	FF/MED	43-16	\$64,731.00	43-17	43-18	\$68,008.16
14	Dennis, Jason R.	FF/MED	43-13	\$60,108.91	43-14	43-15	\$63,152.09
15	Hosterman, Charles B.	FF/MED	43-11	\$57,212.36	43-12	43-13	\$60,108.91
16	VanVoorst, Robert L.	FF/MED	43-11	\$57,212.36	43-12	43-13	\$60,108.91
17	Verdeja, Samuel J.	FF/MED	43-11	\$57,212.36	43-12	43-13	\$60,108.91
18	Oakley, Jason M.	FF/MED	43-11	\$57,212.36	43-12	43-13	\$60,108.91
19	Miller, Dustin M.	FF/MED	43-11	\$57,212.36	43-12	43-13	\$60,108.91
20	Grimsley, Joshua A.	FF/MED	43-9	\$54,455.53	43-10	43-11	\$57,212.36
21	Dowty, William P.	FF/MED	43-9	\$54,455.53	43-10	43-11	\$57,212.36
22	Elkins, Joshua T.	FF/MED	43-7	\$51,831.54	43-8	43-9	\$54,455.53
23	Nelson, Michael E.	FF/MED	43-7	\$51,831.54	43-8	43-9	\$54,455.53
24	Wright, Chad A.	FF/MED	43-6	\$50,567.36	43-7	43-8	\$53,127.41
25	Godinez, Christopher N.	FF/MED	43-6	\$50,567.36	43-7	43-8	\$53,127.41
26	Ortiz, Mark S.	FF/MED	43-6	\$50,567.36	43-7	43-8	\$53,127.41
27	Holmes, James Tyler	FF/MED	43-3	\$46,956.73	43-4	43-5	\$49,334.05
29	McGill, Daniel C.	FF/EMT	38-4	\$42,540.51	38-5	38-6	\$44,694.05
30	Dutcher, James E.	FF/EMT	38-4	\$42,540.51	38-5	38-6	\$44,694.05
31	Donovan, Bradley S.	FF/EMT	38-3	\$41,502.88	38-4	38-5	\$43,604.05

33	Hesse, Carl J.	FF/EMT	38-2	\$40,490.60	38-3	38-4	\$42,540.51
34	Falls, Justin	FF/EMT	38-2	\$40,490.60	38-3	38-4	\$42,540.51
35	Wainwright, Harrison	FF/EMT	38-2	\$40,490.60	38-3	38-4	\$42,540.51
37	Gifford, Cody	FF/EMT	38-1	\$39,503.13	38-2	38-3	\$41,502.88

SALARY SCHEDULE FOR LOCAL 42 FOR FY20 (Contingent on budget appropriation)

**CITY OF BELTON
SALARY SCHEDULE - FIRE/EMS - 24 HOUR
Effective April 1, 2019**

Step Grade	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	
F38	Hour	14,333.5	14,691.8	15,059.1	15,435.6	15,821.5	16,217.0	16,622.4	17,038.0	17,464.0	17,900.6	18,348.1	18,806.8	19,277.0	19,758.9	20,252.9	20,759.2	21,278.2	21,810.2
	OT	21,500.3	22,037.7	22,588.7	23,153.4	23,732.3	24,325.5	24,936.7	25,557.0	26,196.0	26,850.9	27,522.2	28,210.2	28,915.5	29,638.4	30,379.4	31,138.8	31,917.3	32,715.3
	Biweek	1,519.35	1,557.33	1,596.26	1,636.17	1,677.08	1,719.00	1,761.97	1,806.03	1,851.18	1,897.46	1,944.90	1,993.52	2,043.36	2,094.44	2,146.81	2,200.48	2,255.49	2,311.88
	Month	3,291.93	3,374.22	3,458.57	3,545.04	3,633.67	3,724.50	3,817.61	3,913.06	4,010.90	4,111.17	4,213.95	4,319.30	4,427.28	4,537.96	4,651.42	4,767.70	4,886.89	5,009.08
	Annual	39,503.13	40,490.60	41,502.88	42,540.51	43,604.05	44,694.05	45,811.33	46,956.73	48,130.78	49,334.05	50,567.36	51,831.54	53,127.41	54,455.53	55,816.99	57,212.36	58,642.72	60,108.91
F43	Hour	16,217.0	16,622.4	17,038.0	17,464.0	17,900.6	18,348.1	18,806.8	19,277.0	19,758.9	20,252.9	20,759.2	21,278.2	21,810.2	22,355.5	22,914.4	23,487.3	24,074.5	24,676.4
	OT	24,325.5	24,936.7	25,557.0	26,196.0	26,850.9	27,522.2	28,210.2	28,915.5	29,638.4	30,379.4	31,138.8	31,917.3	32,715.3	33,533.3	34,371.6	35,231.0	36,111.8	37,014.6
	Biweek	1,719.00	1,761.97	1,806.03	1,851.18	1,897.46	1,944.90	1,993.52	2,043.36	2,094.44	2,146.81	2,200.48	2,255.49	2,311.88	2,369.68	2,428.93	2,489.65	2,551.90	2,615.70
	Month	3,724.50	3,817.61	3,913.06	4,010.90	4,111.17	4,213.95	4,319.30	4,427.28	4,537.96	4,651.42	4,767.70	4,886.89	5,009.08	5,134.31	5,262.67	5,394.25	5,529.11	5,667.35
	Annual	44,694.05	45,811.33	46,956.73	48,130.78	49,334.05	50,567.36	51,831.54	53,127.41	54,455.53	55,816.99	57,212.36	58,642.72	60,108.91	61,611.76	63,152.09	64,731.00	66,349.32	68,008.16
120 F48	Hour	18,348.1	18,806.8	19,277.0	19,758.9	20,252.9	20,759.2	21,278.2	21,810.2	22,355.5	22,914.4	23,487.3	24,074.5	24,676.4	25,293.3	25,925.6	26,573.7	27,238.0	27,919.0
	OT	27,522.2	28,210.2	28,915.5	29,638.4	30,379.4	31,138.8	31,917.3	32,715.3	33,533.3	34,371.6	35,231.0	36,111.8	37,014.6	37,940.0	38,888.4	39,860.6	40,857.0	41,878.5
	Biweek	1,944.90	1,993.52	2,043.36	2,094.44	2,146.81	2,200.48	2,255.49	2,311.88	2,369.68	2,428.93	2,489.65	2,551.90	2,615.70	2,681.09	2,748.11	2,816.81	2,887.23	2,959.41
	Month	4,213.95	4,319.30	4,427.28	4,537.96	4,651.42	4,767.70	4,886.89	5,009.08	5,134.31	5,262.67	5,394.25	5,529.11	5,667.35	5,809.03	5,954.25	6,103.09	6,255.66	6,412.06
	Annual	50,567.36	51,831.54	53,127.41	54,455.53	55,816.99	57,212.36	58,642.72	60,108.91	61,611.76	63,152.09	64,731.00	66,349.32	68,008.16	69,708.33	71,450.95	73,237.12	75,067.93	76,944.76
F53	Hour	20,759.2	21,278.2	21,810.2	22,355.5	22,914.4	23,487.3	24,074.5	24,676.4	25,293.3	25,925.6	26,573.7	27,238.0	27,919.0	28,617.0	29,332.4	30,065.7	30,817.3	31,587.7
	OT	31,138.8	31,917.3	32,715.3	33,533.3	34,371.6	35,231.0	36,111.8	37,014.6	37,940.0	38,888.4	39,860.6	40,857.0	41,878.5	42,925.5	43,998.6	45,098.6	46,226.0	47,381.6
	Biweek	2,200.48	2,255.49	2,311.88	2,369.68	2,428.93	2,489.65	2,551.90	2,615.70	2,681.09	2,748.11	2,816.81	2,887.23	2,959.41	3,033.40	3,109.23	3,186.96	3,266.63	3,348.30
	Month	4,767.70	4,886.89	5,009.08	5,134.31	5,262.67	5,394.25	5,529.11	5,667.35	5,809.03	5,954.25	6,103.09	6,255.66	6,412.06	6,572.37	6,736.67	6,905.09	7,077.71	7,254.64
	Annual	57,212.36	58,642.72	60,108.91	61,611.76	63,152.09	64,731.00	66,349.32	68,008.16	69,708.33	71,450.95	73,237.12	75,067.93	76,944.76	78,868.45	80,840.09	82,861.07	84,932.48	87,055.70

APPENDIX C

CONDITIONS AND IMPLEMENTATION PROCEDURES FOR A GENERAL SALES TAX DEDICATED TO PUBLIC SAFETY AND CITIZENS OVERSIGHT COMMITTEE

Below are certain supplemental agreements and understandings related to the Collective Bargaining Agreement (CBA) between the City of Belton, Missouri (“City”) and Local 42 of the International Association of Fire Fighters (“Union”).

The City and the Union have met regarding the implementation of the General Sales Tax increase dedicated to Public Safety and the parties are in general agreement of the procedures to implement those measures.

The City will implement a nine-member Public Safety Sales Tax Oversight Committee, as provided for in Resolution 2018-44, with the Union appointing one member to said Committee. The Committee shall meet at least semi-annually to review the collection and expenditure of revenue from the General Sales Tax for Public Safety, as outlined in the Resolution. The City further agrees that the total of the revenue created by the General Sales Tax for Public Safety shall be divided equally between the Police Department and the Fire Department, and used to fulfill the needs of those departments (compensation, staffing, equipment, etc.).

APPENDIX D

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

I INTRODUCTION

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

II STATEMENT OF PHILOSOPHY & PURPOSE

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

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

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

III GROUND RULES

- A. **Parties:** The parties to this Agreement are Fire Administration, which is the senior management of the Belton, Mo. Fire Department (hereinafter "Department"). This includes the Fire Chief, Assistant Chief and all Battalion Chiefs. Local No. 42 International Association of Fire Fighters (hereinafter "Local 42"). Each party shall appoint its representatives to this Labor/Management Steering Committee (hereinafter "Committee" or "Steering Committee"), as provided for below.

- B. **Issues Addressed:** Labor/Management activities of the Committee shall be directed toward issues of mutual concern. While the issues mutually agreed upon to be addressed by the Committee shall not otherwise be limited, the Committee recognizes that it may not alter, amend or negate any provision of an existing memorandum of understanding, except by proper means and with proper authorization.
- C. **Voluntary Involvement:** Participation in the Committee, by the parties, Fire Administration, and Local 42, is voluntary. Any party may withdraw from the Committee at any time by providing written notice to the other parties. Further, as noted above, only those issues agreeable to all parties shall be addressed. Individual members and alternates of the various committees shall serve until replaced.

IV STEERING COMMITTEE, STANDING COMMITTEE & PROJECT TEAMS

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

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

- i) The Steering Committee shall be a bilateral body composed of representatives, and an equal number of alternates, from Fire Administration, and Local 42.
- ii) Fire Administration shall have three (3) members, and three (3) alternates, on the Steering Committee, to be selected from the members of Fire Administration, in a manner decided by Fire Administration. In addition, Fire Administration shall have one non-voting member who shall serve as the logistical coordinator for the Committee.
- iii) Local 42 shall have three (3) members, and three (3) alternates, on the Steering Committee, to be selected from the members of Local 42, in a manner decided by Local 42, consistent with the constitutions and by-laws of the local and its international union.
- iv) Each party, Fire Administration, and Local 42, may appoint a number of alternates equal to the number of representatives the party has on the Steering Committee. A designated alternate may attend Steering Committee meetings, in the absence of one of the regularly appointed members. Other than filling in for an absent committee member, alternates will not be expected to attend Steering Committee meetings. Alternates will be trained prior to assuming any Committee duties.

B. Standing Committees:

- a. The Steering Committee will establish Standing Committees to address certain ongoing, year-round Departmental issues. The committees referenced in the Collective Bargaining Agreement, will normally be standing committees.
- b. Representation on the Standing Committees will be as determined by the Steering Committee, unless otherwise specified in one of the memoranda of understanding.
- c. Standing Committees may designate sub-committees to address particular issues being considered.
- d. Final action by Standing Committees shall be in the form of recommendations to the Steering Committee, unless otherwise provided by the Steering Committee.
- e. Recommendations or other final action by Standing Committees, if approved and adopted by the Steering Committee, will be communicated by the Steering Committee, as provided for above.

C. Project Teams:

- a. The Steering Committee will establish Project Teams to address issues and projects of a specific nature and/or for a specific duration.
- b. Representation on the Project Teams will be as determined by the Steering Committee, unless otherwise specified in one of the Collective Bargaining Agreement.
- c. Project Teams may designate sub-committees to address particular issues being considered.
- d. Final action by Project Teams shall be in the form of recommendations to the Steering Committee, unless otherwise provided by the Steering Committee.
- e. Recommendations or other final action by Project Teams, if approved and adopted by the Steering Committee, will be communicated by the Steering Committee, as provided for above.

D. Leadership & Governance:

1. Steering Committee & Standing Committee Chairs:

- a. The Steering Committee, Standing Committees and Project Teams shall be jointly chaired by two (2) members, one (1) designated by each party, Fire Administration, and Local 42.
- b. The responsibility for chairing meetings of the Steering Committee and Standing Committees shall be rotated every other month, among Fire Administration, and Local 42.
- c. Chair responsibilities for Project Teams and Sub-Committees shall rotate as determined by the Steering Committee, with consideration of the likely duration of the Project Teams project.
- d. It is the joint responsibility of the Chairs to ensure committee progress and direction.

2. Governance:

- a. A quorum of the Steering Committee must be present to conduct business. A quorum shall consist of no less than five (5) members, including at least one (1) member or alternate from each party.
- b. Decisions of the Steering Committee, Standing Committees and Project Teams shall be by consensus.

- c. Consensus decision making shall be defined as follows:

A group reaches consensus when all members agree upon a single alternative, and each group can honestly say: I believe that you understand my point of view and that I understand yours. Whether or not I prefer this decision, I support it because it was reached fairly and openly, and it is the best solution for us at this time.
 - d. The Steering Committee, Standing Committees and Project Teams will keep minutes, which shall consist of a record all actions taken and decisions reached. Such minutes will be reviewed and approved at the meeting following the meeting at which they were recorded.
3. Steering Committee Coordinator (Coordinator):
- a. The Coordinator is responsible for keeping and posting regular minutes for the Steering Committee.
 - b. The Coordinator is responsible for preparing and distributing meeting agendas and communicating the time and place of meetings.
 - c. The coordinator will maintain a record of all meeting agendas and approved minutes.
 - d. Standing Committees, Project Teams and Sub-Committees will designate a member to serve the Coordinator's role, as needed.
4. Facilitator(s):
- a. The Steering Committee may utilize a neutral facilitator to assist the Steering Committee, Standing Committees or Project Teams.
 - b. The role of the facilitator may vary but is intended to assist the parties in constructing a long term, productive, working relationship.
 - c. The facilitator shall be a neutral that is acceptable to all parties.
- E. **OTHER SUBJECT MATTER EXPERTS:** The Steering Committee, Standing Committees, Project Teams and Sub-Committees may, from time to time, have non-committee members participate in meetings because of their subject matter expertise. Such persons shall not have a vote in committee actions or decisions.

V COMMUNICATIONS

- A. **Official Communications:** E-mail will be the official means of communications for the Steering Committee.

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

VI TRAINING & SUPPORT

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

VII TERM OF AGREEMENT

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

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

VIII PARTIES TO AGREEMENT

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

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

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

APPENDIX E

INSURANCE RATES FOR FISCAL YEAR 2019

Health Insurance rates beginning July 1, 2018 through December 31, 2019.

	Monthly Rate	Monthly City Portion	Monthly EE Portion
Blue Care HMO			
Individual	691.60	615.78	75.82
Employee plus	1,626.44	1,142.96	483.48
Family	1,821.04	1,142.96	678.08
Preferred Care Blue PPO			
Individual	614.04	614.04	--
Employee plus	1,443.70	1,142.96	300.74
Family	1,615.94	1,142.96	472.98
HDHP			
Individual	554.86	615.78	*
Employee plus	1,305.62	1,142.96	162.66
Family	1,462.10	1,142.96	319.14

*The city contributes \$60.92 to the employee's HSA.

FIRMWIDE:160712359.1 100739.1000

SECTION IX
F

R2019-12

A RESOLUTION OF THE CITY OF BELTON, MISSOURI APPROVING THE RENEWAL OF AN ON-CALL PUMP REPAIR AND SERVICE AGREEMENT WITH 1) COGENT, INC. (LEE MATHEWS/FLUID EQUIPMENT), 2) JCI INDUSTRIES, INC., AND 3) FTC EQUIPMENT, LLC, FOR A TERM OF ONE (1) YEAR WITH THE OPTION OF UP TO TWO (2) ADDITIONAL ONE (1) YEAR RENEWALS.

WHEREAS, the City of Kansas City, Missouri, advertised an Invitation to Bid for a Cooperative Pump Repair and Service Contract in the Spring of 2016 and awarded the contract to the following service providers, each of which agreed to the cooperative procurement with other jurisdictions statement: Cogent, Inc. (Lee Mathews/Fluid Equipment), JCI Industries, Inc., and FTC Equipment, LLC. Staff worked with Kansas City and the three contractors to utilize the cooperative contract and prepare the On-Call Pump Repair and Maintenance Service Agreement approved under Ordinance 2016-4277. The first term of the contract approved under Ordinance No. 2016-4277 was renewed for a term of one (1) year with the option of up to three (3) additional one (1) year renewals on January 9, 2018 per Resolution R2018-06; and

WHEREAS, Staff contacted Cogent, Inc. (Lee Mathews/Fluid Equipment), JCI Industries, Inc., and FTC Equipment, LLC to confirm their interest in extending their agreement and all three contractors requested via letter an extension of the agreement with insurance coverage and pay rates remaining the same. Staff has completed performance appraisals on each contractor and recommends approval to extend the On-Call Pump Repair and Service Agreements for a term of one (1) year with the option of up to two (2) additional one (1) year renewals; and

WHEREAS, City Council believes that it is in the best interest of the citizens of Belton to authorize and approve the renewal of the On-Call Pump Repair and Service Agreement with the following service providers: Cogent, Inc. (Lee Mathews/Fluid Equipment), JCI Industries, Inc., and FTC Equipment, LLC, for a term of one (1) year with the option of up to two (2) additional one (1) year renewals. The services provided by the aforementioned contract are essential for the maintenance of the City's infrastructure.

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

SECTION 1. That the On-Call Pump Repair and Service Agreements with: 1) Cogent, Inc. (Lee Mathews/Fluid Equipment), 2) JCI Industries, Inc., and 3) FTC Equipment, LLC are hereby renewed for a term of one (1) year.

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

Duly read and passed this ____ day of ____, 2019.

Mayor Jeff Davis

ATTEST:

Andrea Cunningham, City Clerk
of the City of Belton, Missouri

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

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton, Missouri, and that the foregoing Resolution was regularly introduced at a regular meeting of the City Council held on the ____ day of ____, 2019, and adopted at a regular meeting of the City Council held the ____ day of ____, 2019 by the following vote, to-wit:

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

Andrea Cunningham, City Clerk
of the City of Belton, Missouri



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: January 22, 2019

DIVISION: 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

An On-Call Pump Repair and Service Agreement was approved by City Council per Ordinance No. 2016-4277 on November 8, 2016. This agreement provides pump repair and maintenances services for the Wastewater Treatment Plant and was prepared utilizing a cooperative pump repair services contract approved by Kansas City, Missouri. The first term of the On-Call Pump Repair and Service Agreements was renewed by Resolution 2018-06 on January 9, 2018 for a term of one (1) year with the option of up to three (3) additional one (1) year renewals.

Staff contacted the three on-call pump repair and service contractors (Cogent, Inc., JCI Industries, Inc., and FTC Equipment, LLC) to confirm their interest in extending their agreement and all three contractors requested an extension of the agreement with insurance coverage and pay rates remaining the same. Staff has completed performance appraisals on each contractor and recommends approval of a resolution to renew the existing On-Call Pump Repair and Service Agreement with 1) Cogent, Inc. (Lee Mathews/Fluid Equipment), 2) JCI Industries, Inc., and 3) FTC Equipment, LLC utilizing cooperative procurement per the agreement with the City of Kansas City, Missouri for a term of one (1) year with the option of two (2) additional one (1) year renewals.

IMPACT/ANALYSIS:

N/A

STAFF RECOMMENDATION, ACTION, AND DATE:

Approve a resolution of the City of Belton, Missouri renewing On-Call Pump Repair and Service Agreements with 1) Cogent, Inc. (Lee Mathews/Fluid Equipment), 2) JCI Industries, and 3) FTC Equipment, LLC for a term of one (1) year with the option of up to two (2) additional one (1) year renewals.

LIST OF REFERENCE DOCUMENTS ATTACHED:

Resolution

Letters of Interest in Extending Agreement 1) Cogent, Inc. (Lee Mathews/Fluid Equipment), 2) JCI Industries, Inc., and 3) FTC Equipment, LLC



FLUID EQUIPMENT

A COGENT COMPANY

January 2, 2019

To Whom It May Concern:

Our company, Fluid Equipment, would like to extend the City of Belton, Missouri On-Call Pump Repair and Service Agreement, as stated in the agreement. Our insurance coverage and pay rates remain the same.

If you have any questions or need additional information, please do not hesitate to contact me.

Thank you,



FTC EQUIPMENT, LLC

816-833-7200 Phone
816-833-1074 Fax

5238 Winner Road
Kansas City, MO 64127

City of Belton
506 Main Street
Belton, MO 64012

January 2, 2019

Ref: On-Call Pump Repair & Service Agreement

To Whom It May Concern:

Our company, FTC Equipment LLC, would like to extend the City of Belton, Missouri On-Call Pump Repair and Service Agreement, as stated in the agreement. Our insurance coverage has changed, please refer to the attached document. Our pay rates have remained the same.

If you have any questions or need any additional information, please do not hesitate to contact me.

Thank you,

Tim S. Haer

Direct Sales Manager
FTC Equipment, LLC
816.721.9860



JCI Industries, Inc.
1161 SE Hamblen Rd.
Lee's Summit, MO 64081
Tel: 816-525-3320
www.jciind.com

Thursday, December 13, 2018

City of Belton, MO
Public Works Department
506 Main Street
Belton, MO 64012

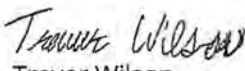
Phone: 816-322-1885
Fax: 816-322-5031

To whom it may concern:

Our company, JCI Industries, Inc., would like to extend the City of Belton, Missouri On-Call Pump Repair and Service Agreement, as stated in the agreement. Our insurance coverage and pay rates remain the same.

If you have any questions or need any additional information, please do not hesitate to contact us.

Thank you,


Trever Wilson
Application Engineer
JCI Industries, Inc.


Brad Gulley
Inside Sales Manager
JCI Industries, Inc.

SECTION IX
G

R2019-13

A RESOLUTION APPROVING THE RENEWAL OF SUPPLEMENTAL AGREEMENT NO. 1 TO SERVICE AGREEMENT FOR ON-CALL WATER, WASTEWATER, AND STORMWATER SERVICES BETWEEN THE CITY OF BELTON AND PRECISION CONSTRUCTION AND CONTRACTING, LLC FOR A TERM OF ONE (1) YEAR WITH THE OPTION OF UP TO THREE (3) ADDITIONAL ONE (1) YEAR RENEWALS.

WHEREAS, on January 27, 2017 Ordinance No. 2017-4307 approved On-Call Water, Wastewater, and Stormwater Services Supplemental Agreement No. 1 between the City and Precision Construction and Contracting, LLC (Precision) for a term of one (1) year with the option of up to four (4) additional one (1) year renewals by the City; and

WHEREAS, Staff contacted Precision to confirm their interest in renewing Supplemental Agreement No. 1. Upon receiving concurrence of Precision's interest to renew with insurance coverage and pay rates remaining the same, Staff completed a performance appraisal. Upon receiving a positive performance appraisal and verification that insurance coverage and pay rates remained unchanged, Staff is satisfied that Pyramid meets the requirements to extend On-Call Water, Wastewater, and Stormwater Services Supplemental Agreement No. 1; and

WHEREAS, City Council believes that it is in the best interest of the citizens of Belton to authorize and approve the renewal of the On-Call Water, Wastewater, and Stormwater Services Supplemental Agreement No. 1 with Precision for a term of one (1) year with the option of up to three (3) additional one (1) year renewals. The services provided by the aforementioned contract are essential for the maintenance of the City's water system.

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

SECTION 1. That the On-Call Water, Wastewater, and Stormwater Services Supplemental Agreement No. 1 with Precision Construction and Contracting, LLC is hereby renewed for a term of one (1) year.

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

Duly read and passed this ____ day of ____, 2019.

Mayor Jeff Davis

ATTEST:

Andrea Cunningham, City Clerk
of the City of Belton, Missouri

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

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton, Missouri, and that the foregoing Resolution was regularly introduced at a regular meeting of the City Council held on the ____ day of ____, 2019, and adopted at a regular meeting of the City Council held the ____ day of ____, 2019 by the following vote, to-wit:

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

Andrea Cunningham, City Clerk
of the City of Belton, Missouri



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: January 22, 2019

DIVISION: Public Works

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

Per Ordinance 2017-4307, On-Call Water, Wastewater, and Stormwater Services Supplemental Agreement No. 1 between the City and Precision Construction and Contracting, LLC (Precision) was approved for a term of one (1) year with the option of up to four (4) additional one (1) year renewals by the City. Staff contacted Precision to confirm their interest in renewing Supplemental Agreement No. 1. Upon receiving concurrence of Precision’s interest to renew with insurance coverage and pay rates remaining the same, Staff completed a performance appraisal. Based on the results of the performance appraisal and verification that insurance coverage and pay rates remained unchanged, Staff recommends approving a resolution extending Supplemental Agreement No. 1 to Service Agreement for On-Call Water, Wastewater, and Stormwater Services between the City and Precision for a term of one (1) year with the option of up to three (3) additional one (1) year renewals.

IMPACT/ANALYSIS:

N/A

STAFF RECOMMENDATION, ACTION, AND DATE:

A resolution approving the renewal of Supplemental Agreement No. 1 to Service Agreement for On-Call Water, Wastewater, and Stormwater Services between the City of Belton and Precision Construction and Contracting, LLC for a term of one (1) year with the option of up to three (3) additional one (1) year renewals.

LIST OF REFERENCE DOCUMENTS ATTACHED:

- Resolution
- Precision Request for Extension Letter



1/7/2019

Please use and consider this letter an agreement to extend the City of Belton On- Call Water, Waste Water and Storm Water Service agreement.

Please use the new rates below:

Bonds: 2%

Mark Up on Material: 15%

Operator Regular Time Rate: \$ 89.00

Operator Overtime Rate: \$100.00

Labor Regular Time Rate: \$ 75.00

Overtime Rate: \$ 99.65

Please let me know if you require anything further and thank you!

Sincerely

Ethan Stanfill

General Manager

Office: 855-697-4194 Ext. 700

Cell: 816-876-6975

Email: Ethanstanfill@precisioncompanies.biz

SECTION XI
A

AN ORDINANCE AMENDING APPENDIX B – TRAFFIC SCHEDULES, TABLE 6 – NO PARKING ZONES AS REFERENCED IN CHAPTER 13 – SECTION 13-333 IN THE CODE OF ORDINANCES OF THE CITY OF BELTON, MISSOURI TO ESTABLISH A “NO PARKING” ZONE ALONG CAMBRIDGE ROAD.

WHEREAS, the City has adopted Appendix B – Traffic Schedules, Table 6 – No Parking Zones, Belton Municipal Code Section 13-333, wherein the City has designated certain portions of the streets in Belton as “No Parking” zones; and

WHEREAS, the City wishes to amend Appendix B – Traffic Schedules, Table 6 – No Parking Zones to include an additional “No Parking” zone along Cambridge Road from Prospect Avenue to Peculiar Drive; and

WHEREAS, City Council believes restricting parking will increase the safety of those traveling on Cambridge Road.

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

SECTION 1. That Appendix B, Table 6 – No Parking Zones as referenced in Chapter 13 – Section 13-333 in the Code of Ordinances of the City of Belton, Missouri is hereby amended as described in **Attachment A**.

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

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

READ FOR THE FIRST TIME: January 22, 2019

READ FOR THE SECOND TIME AND PASSED:

Mayor Jeff Davis

Approved this ____ day of _____, 2019.

Mayor Jeff Davis

ATTEST:

Andrea Cunningham, City Clerk
City of Belton, Missouri

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

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the _____ day of _____, 2019, and thereafter adopted as Ordinance No. 2019- _____ of the City of Belton, Missouri, at a regular meeting of the City Council held on the _____ day of _____, 2019, after the second reading thereof by the following vote, to-wit:

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

Andrea Cunningham, City Clerk
of the City of Belton, Missouri



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: January 22, 2019

DIVISION: Transportation

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

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

City Staff has recognized an issue impacting traffic safety along Cambridge Road. At certain points on Cambridge Road, citizens park their vehicles on the road and on shoulders adjacent to the road, which is unsafe and restricts traffic flow. Cambridge Road’s functional street classification is an Arterial. Arterial streets serve the highest volume of traffic, serve as corridors for the area and, typically have a higher speed limit than residential streets. Therefore, Staff recommends that Cambridge Road from Prospect Avenue to Peculiar Drive, be designated as a no parking zone to ensure the safety of those driving it.

Cambridge Road currently runs from Prospect Avenue to Peculiar Drive. The speed limit is currently 25 miles per hour from Prospect Avenue to Y Highway and 35 miles per hour from Y Highway to Peculiar Drive. It intersects four other Arterial streets along its path and is approximately 3.77 miles in length.

IMPACT/ANALYSIS:

None

STAFF RECOMMENDATION, ACTION, AND DATE:

Approve an ordinance amending Appendix B - Traffic Schedules, Table 6 – No Parking Zones as referenced in Chapter 13 – Section 13-333 in the Code of Ordinances of the City of Belton, Missouri to include no parking on Cambridge Road from Prospect Avenue to Peculiar Drive.

LIST OF REFERENCE DOCUMENTS ATTACHED:

- Ordinance
- Attachment A – Table 6. – No Parking Zones
- Map of Proposed No Parking Zones

ATTACHMENT A

APPENDIX B – TRAFFIC SCHEDULES

TABLE 6. - NO PARKING ZONES

(1) General.

Street	Extent
Airway Lane	South side from Westover Road to Hillcrest Road
Bel-Ray Boulevard	East and west sides of each lane of traffic from Missouri Highway 58 to Bel-Ray Drive
Berry Avenue	North side from Sunset to Carnegie
Brookside Drive	North side from Colbern Street to Lacy Lane
Cambridge Road	Prospect Avenue to Peculiar Drive
Cherry Street	On the east and west sides from Main Street south to the alley for parking in excess of two hours, Monday through Saturday from 8:00 a.m. through 6:00 p.m.
	On the east and west sides from Main Street to Commercial Street except for the first 90 feet north of Main Street on the east side
	On the east side for the first 90 feet North of Main Street for parking in excess of two hours, Monday through Saturday from 8:00 a.m. through 6:00 p.m.
North Chestnut Street	East side from Missouri Highway 58 to North Oak Drive
Cleveland Avenue	East and west sides from the intersection of Missouri Highway 58 to Trevis Avenue
Cunningham Industrial Parkway	East and west sides from the intersection of Missouri Highway 58 to a point 250 feet south of such intersection
Hargis Street	North side from North Chestnut Street to North Walnut Street
Hillcrest Road	East side, from its intersection with West North Avenue (Missouri Highway 58) to a point approximately 30 feet north of such intersection
Jefferson Street	East side from Missouri Highway 58 to Circle Drive
Kenneth Lane	South side from Westover Road to Askew Avenue
	North side from Westover Road to Cleveland Avenue

Kent Drive	East side from Cambridge Road to Brentwood Drive
Lacy Lane	East side from Mill Street to Park Avenue
Lawrence Avenue	West side from 155th Street to 157th Street
Locust Hill Road	On north end and south side from the intersection of North Scott to the intersection of QuikTrip Way
Lynn Street	South and west side from Baldwin Street to Spring Street
Main Street	On the north and south sides from Cherry Street to Herschel Street for parking in excess of two hours, Monday through Saturday from 8:00 a.m. through 6:00 p.m.
Mill Street	North side from Cleveland Avenue to Carol Avenue
North Oak Drive	South side from North Walnut Street to Sunny Drive
Pacific Drive	West side from Eldorado Drive to Miller Avenue
East Pacific Drive	Southside from South Scott Avenue to Missouri Highway Y
Powell Parkway	East and west sides from the intersection of Missouri Highway 58 to the north end of Charter Plaza Street
QuikTrip Way	On the east and west side from the intersection of Y Highway to the intersection of Locust Hill Road
Shady Lane	East side from Missouri Highway 58 to Hargis Street
South Avenue	On the north and south sides from South Scott to Y Highway
South Scott Avenue	East side from Missouri Highway 58 to Cambridge Avenue
South Scott Avenue	West side from Missouri Highway 58 to 20 feet south of South High School entrance
South Scott Avenue	West side from Cambridge Avenue to 650 feet north of Cambridge Avenue, between the hours of 7:00 a.m. to 5:00 p.m. Monday through Friday
South Scott Avenue	West side from 20 feet south of South High School entrance to 20 feet north of cemetery entrance, between the hours of 7:00 a.m. and 5:00 p.m. Monday through Friday
South Scott Avenue	West side from Cambridge Avenue to 130.59 feet north of 181st Street

Spring Valley Road	West side from 163rd Street to Bel-Ray Drive
Spring Valley Road	West side from 163rd Street to Harold Drive
Spring Valley Road	South side from Harold Drive to Harris Avenue
Spring Valley Road	South side from Lea Avenue to Bel-Ray Boulevard
Sunrise Drive	South side from Colbern to Baldwin
Sunny Drive	West side from North Oak Drive to Hargis Street
Sunrise Drive	South side from South Scott Avenue to East Pacific Drive
Terry Avenue	East side from 155th Street to 157th Street
Vivian Road	South side, from the intersection of North Scott west to the end of Vivian Road
East Washington Street	South side from North Chestnut Street to North Walnut Street
Westover Road	East side, from 100 feet south of its intersection with Mark Lane to 25 feet north of such intersection
	West side, 50 feet north of its intersection with Mark Lane to 50 feet south of such intersection
	East side, from 30 feet north of the centerline of Markey Road to 30 feet south of the centerline of Bong Avenue
	West side, from 30 feet south of the centerline of Nellis to 30 feet north of the centerline of Markey Road
	East side, from 325 feet south of its intersection with Shawn Drive to 225 feet south of such intersection
	West side, from 150 feet south of its intersection with Shawn Drive to 300 feet south of such intersection
155th Street	South side from U.S. Highway 71 to Harris Avenue
163rd Street	North and south sides from U.S. Highway 71 to Kentucky Avenue
170th Street	North side from Kentucky Street to Bel-Ray Boulevard

174th Street	South side from Prospect Avenue to Cerito Drive
--------------	---

(2) Within 50 feet of the following intersections:

Brookside Drive and Colbern
Colbern Drive and Walnut
King Street and North Scott
London Way southeast corner
Middleton and Bel-Ray Boulevard
Mill Street and Baldwin
Park Avenue and Cleveland
Park and Lacy
Sunrise Drive and Colbern

(Code 1976, § 13-66; Ord. No. 84-1478, §§ 1, 2, 9-11-1984; Ord. No. 87-1728, § 1, 5-12-1987; Ord. No. 89-1896, § 1, 6-6-1989; Ord. No. 89-1922, § 1, 9-26-1989; Ord. No. 89-1933, § 1, 10-24-1989; Ord. No. 90-1965, § 3, 3-13-1990; Ord. No. 90-1992, § 1, 7-24-1990; Ord. No. 91-2036, § 1, 2-26-1991; Ord. No. 91-2040, § 1, 3-26-1991; Ord. No. 91-2068, § 1, 8-27-1991; Ord. No. 92-2116, § 1, 4-28-1992; Ord. No. 92-2127, § 1, 6-23-1992; Ord. No. 93-2183, § 1, 3-9-1993; Ord. No. 95-2316, § 1, 7-25-1995; Ord. No. 98-2508, § 1, 2-24-1998; Ord. No. 98-2517, § 2, 3-24-1998; Ord. No. 00-2744, § 1, 11-28-2000; Ord. No. 00-2748, § 1, 12-12-2000; Ord. No. 01-2761, § 1, 1-23-2001; Ord. No. 01-2796, § 1, 6-28-2001; Ord. No. 01-2830, § 1, 10-9-2001; Ord. No. 2002-2934, § 1, 10-22-2002; Ord. No. 2006-3236, § 1, 4-25-2006; Ord. No. 2011-3705, § 1, 3-22-2011; Ord. No. 2013-3931, § 2, 7-9-2013; Ord. No. 2015-4064, § 1, 1-13-2015)



No Parking - Cambridge Road



— No Parking - Cambridge Road

SECTION XI

B

AN ORDINANCE APPROVING A TIPS HOTLINE CONTRACT WITH THE KANSAS CITY METROPOLITAN CRIME COMMISSION.

WHEREAS, the Belton Police Department has contracted with the TIPS Hotline for many years; and

WHEREAS, this service has proven to be a good source for investigations at the Department. A copy of the Contract is attached as Exhibit "A."

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

SECTION 1. That the Contract, attached and incorporated herein as Exhibit "A," with the Kansas City Metropolitan Crime Commission for TIPS Hotline Service, is hereby approved for FY19 for an annual cost of \$2,500.00.

SECTION 2. That the Mayor is authorized and directed to execute the Contract on behalf of the City.

SECTION 3. That this ordinance shall be in full force and effect from and after 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: January 22, 2019

READ FOR THE SECOND TIME:

Mayor Jeff Davis

Approved this ____ day of _____, 2019.

Mayor Jeff Davis

ATTEST:

Andrea Cunningham, City Clerk
of the City of Belton, Missouri

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

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the _____ day of _____, 2019, and thereafter adopted as Ordinance No. 2019-_____ of the City of Belton, Missouri, at a regular meeting of the City Council held on the _____ day of _____, 2019, after the second reading thereof by the following vote, to-wit:

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

Andrea Cunningham, City Clerk
of the City of Belton, Missouri



CITY OF BELTON
CITY COUNCIL INFORMATION FORM

AGENDA DATE: 01-22-2018
ASSIGNED STAFF: James Person
DEPARTMENT: Police Department

Approvals

Engineer: Dept. Dir: City Admin.:

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

ISSUE/REQUEST: Approval of the Kansas City Metropolitan Crime Commission's Crime Stoppers Annual Contract for FY19 in the amount of \$2,500.00 is hereby requested.

PROPOSED CITY COUNCIL MOTION: A motion approving a TIPS hotline contract with the Kansas City Metropolitan Crime Commission.

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

These funds were approved in the FY19 budget and needs the consideration and approval of the Council

IMPACT / ANALYSIS:

FINANCIAL IMPACT

Contractor:	K.C. Metro Crime Commission
Amount of Request/Contract:	\$ 2,500.00
Amount Budgeted:	\$ 2,500.00
Funding Source:	Line Item 010-3800-400-3020
Additional Funds	\$ -0-
Funding Source	
Encumbered:	\$
Funds Remaining:	\$ -0-

TIMELINE	Start:	Finish:
OTHER INFORMATION/UNIQUE CHARACTERISTICS:		

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

List of reference Documents Attached:

- Letter
- Invoice
- Contract (2)



The Kansas City Metropolitan Crime Commission
 Since 1942
 3172 Broadway, Suite 225
 Kansas City, MO 64111
 Phone 816-264-6200 Fax 816-659-6836
 www.kc-crime.org

D O U B L E S

Past Chair
 W. TERRENCE KILBOY
Chair
 BRAD SPONG
Chair-Elect
 BOYD WOODRUFF
Vice Chairs
 KARL JOHNSON
Secretary
 GAIL WORTH
Treasurer
 MICHAEL WALL

P R E S I D E N T

RICK ARMSTRONG

B O A R D O F D I R E C T O R S

DUANE ANSTAETT
 VICTORIA BARBARO
 WEB BIRBY
 BILL CHASTAIN
 NANCY GREASY
 WILY POA
 DENISE GLESS
 PETER GREIG
 WILLIAM GROJEAN
 DAN HECKMAN
 RITA HOLMES-BOBO
 JON JACKSON
 DAVID JOHNSON
 ROSE PRINTERA-BIONDO
 JAY REARDON
 GREGG RIESS
 TREV RYANION
 DIRK SCHAFER
 ROBERT SAMARI
 SARAH SMITH
 WILLARD SNYDER
 BRENT STEWART
 PATRICK THETFORD
 MARK THOMPSON
 DENNIS TRIPLETT
 PASQUALE TROZZOLO
 BRET WALSON
 YVONNE WALSON

H O N O R A R Y B O A R D D I R E C T O R S

CHARLES W. BATTEY
 MIKE BEAL
 ALVIN BROOKS
 ED CONNOLLY
 CHUCK CURTIS
 CARL D'CAPO
 WILLIAM DUNN SR
 CHARLES GARNETT
 WAYNE GODSEY
 CAROL MARONOVICH
 ROBERT PEATIVES, SR
 CLIFFORD SARGENT
 KENT SUNDERLAND
 BARUS TATE
 VAN O. WILLIAMS

January 3, 2019

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

Chief Jim Person:

Thank you for being a loyal supporter of Crime Stoppers. Without your support Crime Stoppers, would not exist. Your support and partnership are very important to us, and we know you are one of the reason's the TIPS Hotline is successful.

It is time for the renewal of your contract with the Crime Stoppers TIPS Hotline. Here are just a few reasons to continue your support of Crime Stoppers:

- Crime Stoppers received more than 4,084 TIPS in 2018, leading to 101 arrests.
- Kansas City's Most Wanted Newspaper publishes over 100 local fugitives, giving area departments and citizens easy access to the wanted fugitives' listings. There have been 556 arrests from the Kansas City's Most Wanted Newspaper since 2006.
- Scholastic Crime Stoppers has seen success in combating school-based issues including, twelve (12) suicide interventions and the program is in over 60 schools in the metropolitan area.
- Visit the newly redesigned Crime Stoppers website "www.kccrimestoppers.com" to view Unsolved Crimes, Wanted Suspects, Upcoming Events and more.

Like you, Crime Stoppers is passionate about fighting crime and making our communities safer. Thank you for being a Crime Fighter. Together we get hundreds of dangerous fugitives off our streets and out of our neighborhoods.

Sincerely,

Rick Armstrong
 President

Crime Stoppers is a division of the Kansas City Metropolitan Crime Commission

Invoice

Name: City of Belton

Address: 506 Main Street. P.O. Box 230
Belton, MO 64012

***Crime Stoppers Annual Contract for 816-474-TIPS Hotline Services for 2019:
\$2,500***

Please remit payment at your earliest convenience to:

Kansas City Metropolitan Crime Commission
3100 Broadway, Suite 226
Kansas City, MO 64111

Contact: Britt Hill-Dixon
bhildixon@kc-crime.org or (816) 960-6800

KANSAS CITY METROPOLITAN
CRIME COMMISSION

3100 Broadway, Suite 226
Kansas City, Missouri 64111
(816) 960-6800

January 3, 2019

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

Contract Year 2019

AMOUNT DUE FOR CRIME STOPPERS ANNUAL CONTRACT FOR
816-474-TIPS HOTLINE SERVICES

Minimum Due for 2019	\$2,500
----------------------	---------

Amount due and payable upon receipt.

Thank you for your support!

CONTRACT

This Contract is entered into this year, 2019, by and between the City of Belton and the Kansas City Metropolitan Crime Commission a Missouri not-for-profit corporation located at 3100 Broadway, Suite #226, Kansas City, Missouri 64111.

WHEREAS, the Crime Commission has run and continues to run a Crime Stoppers program promoting the 816-474-TIPS Hotline Program in the Greater Kansas City area, which includes Johnson and Wyandotte Counties in Kansas and Cass, Clay, Jackson, Lafayette, Platte and Ray Counties in Missouri.

WHEREAS, the City of Belton wishes to contract with the Crime Commission to provide this service in Belton, MO.

NOW, THEREFORE, the parties agree as follows:

1. The City of Belton will pay the Crime Commission an annual fee of \$2,500.00 dollars, payable on the date hereof and on each anniversary date of the date hereof during the term of this contract. Such annual fee may be adjusted each year as the parties hereto may agree.
2. The Crime Commission will provide its Crime Stoppers Program in Belton which the program shall include, at a minimum, the following services:
 - a) Maintain the Crime Stoppers Hotline, (currently 816-474-TIPS) which will be answered a minimum of eight hours per day;
 - b) Provide publicity concerning the availability of the Crime Stoppers TIPS Hotline;
 - c) Provide rewards for information leading to the arrest, issuance of a warrant or indictment, which results from calls to the Crime Stoppers TIPS Hotline;
 - d) Forward information received on the Crime Stoppers TIPS Hotline regarding crimes in Belton, MO.

3. The parties agree, that the services to be provided by the Crime Commission are being provided strictly on a contract basis and that the Crime Commission is not and shall not be considered a part of Belton, MO or the City of Belton. The Crime Commission shall not be subject to any control by Belton, MO or the City of Belton.

4. This contract shall be for an initial term of one year, commencing on the date hereof. Upon expiration of the initial term of this Contract, and upon expiration of each additional one year period thereafter, the term of this Contract shall be extended automatically for a period of one year, unless and until either party hereto gives written notice to the other party hereto of its intent not to extend the term of this Contract for an additional one year period.

5. This Contract shall not be assignable without the prior written consent of both parties. Any purported assignment without such written consent shall be void.

IN WITNESS WHEREOF, the parties have executed this Contract the year and date first above written.

Belton, MO

By _____

ATTEST: _____

~~KANSAS CITY METROPOLITAN CRIME COMMISSION~~

By 
Rick Armstrong

ATTEST: _____

CONTRACT

This Contract is entered into this year, 2019, by and between the City of Belton and the Kansas City Metropolitan Crime Commission a Missouri not-for-profit corporation located at 3100 Broadway, Suite #226, Kansas City, Missouri 64111.

WHEREAS, the Crime Commission has run and continues to run a Crime Stoppers program promoting the 816-474-TIPS Hotline Program in the Greater Kansas City area, which includes Johnson and Wyandotte Counties in Kansas and Cass, Clay, Jackson, Lafayette, Platte and Ray Counties in Missouri.

WHEREAS, the City of Belton wishes to contract with the Crime Commission to provide this service in Belton, MO.

NOW, THEREFORE, the parties agree as follows:

1. The City of Belton will pay the Crime Commission an annual fee of \$2,500.00 dollars, payable on the date hereof and on each anniversary date of the date hereof during the term of this contract. Such annual fee may be adjusted each year as the parties hereto may agree.

2. The Crime Commission will provide its Crime Stoppers Program in Belton which the program shall include, at a minimum, the following services:

- e) Maintain the Crime Stoppers Hotline, (currently 816-474-TIPS) which will be answered a minimum of eight hours per day;
- f) Provide publicity concerning the availability of the Crime Stoppers TIPS Hotline;
- g) Provide rewards for information leading to the arrest, issuance of a warrant or indictment, which results from calls to the Crime Stoppers TIPS Hotline;
- h) Forward information received on the Crime Stoppers TIPS Hotline regarding crimes in Belton, MO.

4. The parties agree, that the services to be provided by the Crime Commission are being provided strictly on a contract basis and that the Crime Commission is not

and shall not be considered a part of Belton, MO or the City of Belton. The Crime Commission shall not be subject to any control by Belton, MO or the City of Belton.

4. This contract shall be for an initial term of one year, commencing on the date hereof. Upon expiration of the initial term of this Contract, and upon expiration of each additional one year period thereafter, the term of this Contract shall be extended automatically for a period of one year, unless and until either party hereto gives written notice to the other party hereto of its intent not to extend the term of this Contract for an additional one year period.

5. This Contract shall not be assignable without the prior written consent of both parties. Any purported assignment without such written consent shall be void.


IN WITNESS WHEREOF, the parties have executed this Contract the year and date first above written.

Belton, MO

By _____

ATTEST: _____

KANSAS CITY METROPOLITAN CRIME COMMISSION

By 
Rick Armstrong

ATTEST: _____

SECTION XI

C

AN ORDINANCE APPROVING THE REAPPROPRIATION & REVISION OF THE CITY OF BELTON FISCAL YEAR 2019 ADOPTED CITY BUDGET FOR THE PURPOSE OF ACCEPTING CASS COUNTY FUNDS FOR THE BELTON SENIOR CENTER.

WHEREAS, on March 20, 2018, under Ordinance No. 2018-4415, the City Council approved the Fiscal Year 2019 City Budget; and

WHEREAS, on August 28, 2018, under Ordinance No. 2018-4461, the City Council approved a grant from MARC to continue supporting and enhancing the services at the Belton Senior Center; and

WHEREAS, each year Cass County has a certain amount of funds to support services at the Belton Senior Center; and

WHEREAS, the City has submitted a proposal for these funds that has been accepted; and

WHEREAS, the City has determined that it is in the best interest of the City to partner with MARC and Cass County and continue providing support for our Senior Center.

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

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

INCREASE the balance by \$ 5,543 (whole dollars) of Expenditure line item, # 010-0000-334-2501 , named MARC Senior Center Grant .

INCREASE the balance by \$ 5,543 (whole dollars) of Revenue line item, # 010-1100-400-4008 , named Minor Supplies.

SECTION 2. That the Assistant City Manager is hereby authorized to sign the agreement on behalf of the City.

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

READ FOR THE FIRST TIME: January 22, 2019

READ FOR THE SECOND TIME AND PASSED:

Mayor Jeff Davis

Approved this ___ day of _____, 2019.

Mayor Jeff Davis

ATTEST:

Andrea Cunningham, City Clerk
City of Belton, Missouri

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

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the ___ day of _____, 2019, and thereafter adopted as Ordinance No. 2019-____ of the City of Belton, Missouri, at a regular meeting of the City Council held on the ___ day of _____, 2019, after the second reading thereof by the following vote, to-wit:

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

Andrea Cunningham, City Clerk
of the City of Belton, Missouri

SECTION XII
A

R2019-14

A RESOLUTION APPROVING THE EMERGENCY SNOWPLOW SERVICES PROCUREMENT CONTRACT WITH KMT SERVICES, LLC TO PROVIDE EMERGENCY SNOWPLOW SERVICES.

WHEREAS, the City of Belton Public Works operations staff currently provides winter weather services for City streets including pretreatment and snow removal. City crews prioritize snow removal services based on the street classification, traffic volume, and speed limit. Arterials (main routes) and emergency snow routes are cleared first, followed by collectors, residential, and then cul-de-sacs. The City is divided up into nine (9) quadrants and crews are assigned and responsible for clearing all streets within their assigned area. City crews are typically able to provide snow removal services in an efficient and timely manner; however, response time depends upon the amount of snow, number of available staff, and duration of the storm; and

WHEREAS, a Request for Qualifications for emergency snowplow services was advertised. One qualifications packet was received from KMT Services, LLC to provide emergency snowplow services; and

WHEREAS, the Council believes that approving the Emergency Snowplow Services Procurement Contract with KMT Services, LLC is beneficial to the citizens of Belton to provide emergency snowplow services on an as-needed basis as conditions warrant or when the City needs additional manpower to provide efficient snow removal services.

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

SECTION 1. That this resolution approving the Emergency Snowplow Services Procurement Contract with KMT Services, LLC to provide emergency snowplow services, herein attached and incorporated as **Attachment A**, is hereby approved.

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

Duly read and passed this ____ day of _____, 2019.

Mayor Jeff Davis

ATTEST:

Andrea Cunningham, City Clerk
City of Belton, Missouri

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

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing Resolution was regularly introduced at a regular meeting of the City Council held on the ____ day of _____, 2019; and adopted at a regular meeting of the City Council held the ____ day of _____, 2019 by the following vote, to-wit:

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

Andrea Cunningham, City Clerk
of the City of Belton, Missouri



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: January 22, 2019

DIVISION: Public Works/Transportation

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

The City of Belton Public Works operations staff currently provides winter weather services for City streets including pretreatment and snow removal. City crews prioritize snow removal services based on the street classification, traffic volume, and speed limit. Arterials (main routes) and emergency snow routes are cleared first, followed by collectors, residential, and then cul-de-sacs. The City is divided up into nine (9) quadrants and crews are assigned and responsible for clearing all streets within their assigned area. City crews are typically able to provide snow removal services in an efficient and timely manner; however, response time depends upon the amount of snow, number of available staff, and duration of the storm. Since the Transportation Division currently has vacant positions, staff advertised a Request for Qualifications (RFQ) for emergency snowplow services. One qualifications packet was received from KMT Services, LLC (KMT). KMT submitted a bid and unit price of \$125 dollars per hour to provide emergency snowplow services especially for cul-de-sacs. There are 220 cul-de-sacs within City limits.

Staff recommends approval of an Emergency Snowplow Services Procurement Contract with KMT for a three-year period with the option to renew up to two additional one-year periods. KMT will provide emergency snowplow services on an as-needed basis as conditions warrant, such as a snow storm resulting in large accumulations of snow or when the City needs additional manpower to provide efficient snow removal services.

IMPACT/ANALYSIS:

N/A

STAFF RECOMMENDATION, ACTION, AND DATE:

Approve a resolution approving the Emergency Snowplow Services Procurement Contract with KMT Services, LLC to provide emergency snowplow services.

LIST OF REFERENCE DOCUMENTS ATTACHED:

- Resolution
- Emergency Snowplow Services Procurement Contract

**CITY OF BELTON
EMERGENCY SNOWPLOW SERVICES PROCUREMENT CONTRACT**

THIS Agreement ("Agreement") is between the City of Belton, Missouri, a constitutional charter city ("CITY"), and RMT Services LLC, a limited liability Co., authorized to conduct business in Missouri and located at 981 NW County Rd 12002 Adrian, MO 64420 ("CONTRACTOR"; CITY and CONTRACTOR each a "Party", and collectively the "Parties").

WHEREAS, CITY requires professional services for emergency snowplow services, including other associated incidental work as needed, including all materials, labor, equipment, supervision, and any and all other items necessary to complete the work for the City's Transportation Division;

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

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

ARTICLE 1 – EFFECTIVE DATE

The effective date of this Agreement shall be 12/18/18, 2018 ("Effective Date").

ARTICLE 2 – SERVICES TO BE PERFORMED BY CONTRACTOR

Contractor shall provide emergency snowplow services, including other associated incidental work as needed, including all materials, labor, equipment, supervision, and any and all other items necessary to complete the work.

The scope of work includes providing emergency snowplow services on an as-needed basis. When a snow storm results in large accumulations of snow (6 inches or more or a storm lasting longer than 12 hours) or the City cannot providing full staffing, the City's Transportation Superintendent may contact the Contractor to plow some or all of the city's residential cul-de-sacs. There are a total of 220 cul-de-sacs within city limits. A minimum of 4 drivers and 4 snowplows shall be provided by the Contractor to plow cul-de-sacs for each winter event.

The Contractor shall be qualified and competent to provide snow plowing services and have equipment available upon 2 hours notice. Minimum equipment shall include a Ford F250 truck or equivalent vehicle with a 7.5' wide snow plow or skid steer type equipment with appropriate snow removal attachments.

The Contractor will receive a snow plow map dividing the city into 9 separate identifiable sections. The Transportation Superintendent will inform the Contractor of the order in which cul-de-sacs are to be plowed. The maximum speed for plowing operations is 25 MPH. It shall be the responsibility of the Contractor to make every effort not to block any driveways located on cul-de-sacs with snow.

The Contractor will be responsible for ensuring all equipment and vehicles are properly maintained and employees have received the proper training in operating snow plow equipment. All damage to residential property, including mailboxes, sod areas, manhole covers and valve risers will be the responsibility of the Contractor.

ARTICLE 3 – PERIOD OF SERVICE

Unless sooner terminated as provided herein and subject to an annual Contract Services Performance Evaluation, this Agreement shall remain in force for a period of three (3) years. Performance evaluations of the CONTRACTOR shall be completed on an annual basis concurrently with negotiations for any variation in price due to any scope changes. The performance evaluation form is attached hereto as **Attachment No. 6**. The Director of Public Works is authorized to extend the agreement for two (2) subsequent one-year periods. The total term of the contract shall not exceed five (5) years.

ARTICLE 4 – COMPENSATION

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

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

CONTRACTOR shall provide proof of compliance with the CITY's tax ordinances as a precondition to the CITY making the first payment under this Agreement. If CONTRACTOR performs work on an Agreement that is for a term longer than one year, the CONTRACTOR also shall submit to the CITY proof of compliance with the CITY's tax ordinances as a condition precedent to the CITY making final payment under the Agreement.

ARTICLE 5 – PERMITS AND LICENSES

The CONTRACTOR, and any subcontractor hired by the CONTRACTOR, shall procure a CITY of Belton Occupation License, which license(s) shall be in effect at all times during the term of this Agreement. CONTRACTOR will abide by all applicable laws, regulations and ordinances of all federal, state and local governments in which work under this Agreement are performed and shall contractually require the same of all its subcontractors performing work under this Agreement. The CONTRACTOR, and any subcontractor hired by the CONTRACTOR, must furnish and maintain certification of authority to conduct business in the State of Missouri at all times during the term of this Agreement.

ARTICLE 6 – CHANGES, DELETIONS OR ADDITIONS TO AGREEMENT

Either Party may request, subject to approval of the other Party, changes within the general scope of this Agreement. If a requested change, approved by each Party, causes an increase or decrease in the compensation or Period of Services stated in this Agreement, CITY and CONTRACTOR will agree to an equitable adjustment of the compensation, Period of Services or both and will reflect such adjustment in a change order. All change orders shall be in writing, approved by CITY'S representative, and executed by the CITY prior to the CONTRACTOR performing any work pursuant to the change order.

ARTICLE 7 – LIABILITY AND INDEMNIFICATION

CONTRACTOR shall indemnify, and hold harmless, CITY and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, including reasonable attorneys' fees, arising out of or resulting from any acts or omissions in connection with this Agreement, caused in whole or in part by CONTRACTOR, its employees, agents, or subcontractors, or caused by others for whom CONTRACTOR is liable, regardless of whether or not caused in part by any act or omission of CITY, its agencies, officials, officers, or employees.

ARTICLE 8 – INSURANCE

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

1. Commercial General Liability Insurance with limits of \$2,500,000 per occurrence and \$2,500,000 aggregate, written on an "occurrence" basis. The policy shall be written or endorsed to include the following provisions:

- a. Severability of Interests Coverage applying to Additional Insureds
- b. Contractual Liability
- c. Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be \$2,500,000
- d. No Contractual Liability Limitation Endorsement
- e. Additional Insured Endorsement, ISO form CG20 10, current edition, or its equivalent

2. Workers' Compensation and Employer's Liability Insurance shall be provided in accordance with statutory limits. Employer's Liability insurance shall be provided in amounts not less than \$500,000 per accident for bodily injury by accident; \$500,000 policy limit by disease; and \$500,000 per employee for bodily injury by disease.

3. Commercial Automobile Liability Insurance with a limit of \$2,500,000 per occurrence, covering owned, hired, and non-owned automobiles. Coverage provided shall be written on an "occurrence" basis. The insurance will be written on a Commercial Business Auto form, or an acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with the Agreement, by CONTRACTOR.

B. The policies listed above may not be canceled until after thirty (30) days written notice of cancellation to CITY, ten (10) days in the event of nonpayment of premium. The Commercial General and Automobile Liability Insurance specified above shall provide that CITY and its agencies, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds for the services performed under this Agreement. CONTRACTOR shall provide to CITY at execution of this Agreement a certificate of insurance showing all required endorsements and additional insureds. The certificate shall be on a form acceptable to CITY.

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

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

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

ARTICLE 9 – EXCUSABLE DELAYS IN PERFORMANCE

Notwithstanding any provisions of this Agreement to the contrary, performance by CONTRACTOR shall not be deemed to be in default where delays in its performance hereunder is due to war, insurrection, strikes, lock-outs, riots, floods, earthquakes, fires, casualties, acts of God, labor disputes, governmental restrictions or priorities, embargoes, litigation, tornadoes, unusually severe weather, inability to obtain or secure necessary labor, materials, or tools, delays of any contractor, subcontractor, or supplier, acts or failure to act of the CITY or of any other governmental agency or entity, or any other causes beyond the control or without the fault of CONTRACTOR. With the approval of the CITY, the time of performance hereunder shall be extended for the period of any delay or delays caused or resulting from any of the foregoing causes. All extensions hereunder shall be effective only if approved by the CITY in writing, which approval shall not be arbitrarily or unreasonably withheld, it being understood that CONTRACTOR is entitled to such extensions upon presentation of documentation of the periods of such delays.

ARTICLE 10 – TERMINATION

CITY may terminate or suspend performance of this Agreement for CITY's convenience upon thirty (30) days' written notice to CONTRACTOR. CONTRACTOR shall terminate or suspend

performance of the services on a schedule acceptable to CITY, as set forth in such written notice. If termination or suspension is for CITY's convenience, CITY shall pay CONTRACTOR for all services performed through the date of the termination or suspension. In the event of a suspension of services pursuant to the CITY's notice, upon the restart of CONTRACTOR services by notice of the CITY, an equitable adjustment shall be made to CONTRACTOR's compensation.

This Agreement may be terminated by either Party upon written notice in the event of substantial failure by the other Party to perform in accordance with the terms of this Agreement. The non-performing Party shall have ten (10) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other Party. In the event the non-performing Party fails to cure its failure to perform, the other Party may terminate this Agreement, withhold payment or invoke any other legal or equitable remedy. In the event that funding for the Agreement is discontinued, CITY shall have the right to terminate this Agreement immediately upon written notice to CONTRACTOR, and CONTRACTOR shall have no claim against the CITY, for damages or otherwise, based upon such termination.

ARTICLE 11 – SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any provision of this Agreement void shall in no way affect the validity or enforceability of any other provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular provision held to be void. The Parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provision of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

ARTICLE 12 – SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and shall inure to the benefit of CITY's and CONTRACTOR's respective permitted successors and assigns.

ARTICLE 13 – ASSIGNMENT

CONTRACTOR shall not assign any rights or duties under this Agreement without the prior written consent of the CITY. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. If CONTRACTOR assigns or transfers any part of CONTRACTOR's obligations under this Agreement without the prior written approval of CITY, such assignment or transfer shall constitute a material breach of this Agreement; provided, however, the Parties acknowledge that CONTRACTOR may subcontract up to twenty-five percent (25%) of the CONTRACTOR services described herein.

ARTICLE 15 – NO THIRD PARTY RIGHTS

This Agreement is made and entered into for the sole protection and benefit of CITY and CONTRACTOR and their permitted successors and assigns. No other person or entity shall have or acquire any right or action based upon any provisions of this Agreement.

ARTICLE 16 – INDEPENDENT CONTRACTORS

Each Party shall perform its activities and duties hereunder only as an independent contractor. The Parties and their personnel shall not be considered to be employees or agents of the other party. Nothing in this Agreement shall be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement shall not constitute, create or in any way be interpreted as a joint venture, partnership, or formal business organization of any kind.

ARTICLE 17 – MODIFICATIONS/AMENDMENTS

CITY may at any time, by written modification or amendment and notice to CONTRACTOR, without notice to any surety, make changes or additions to the CONTRACTOR services to be provided hereunder, provided that the changes or additions are within the general scope of this Agreement. If any such change causes an increase or decrease in the compensation or period of service of this Agreement, the CONTRACTOR shall notify the CITY's Transportation Superintendent in writing immediately and an equitable adjustment will be made in the compensation or Period of Service or both, by written modification of this Agreement. Any claim by the CONTRACTOR for such adjustment must be asserted within thirty (30) days by the Parties after the CONTRACTOR's receipt of notice of the modification or amendment. Nothing herein contained shall excuse the CONTRACTOR from proceeding with the Agreement as modified or amended.

ARTICLE 18 – EQUAL EMPLOYMENT OPPORTUNITY

CONTRACTOR will not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, national origin, or any other legally protected category. The CONTRACTOR will take affirmative action to ensure that applicants are employed and that employees are treated fairly during employment, without regard to their race, age, color, religion, sex, or national origin. Such action shall include, but not limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, age, color, religion, sex, or national origin.

CONTRACTOR will send to each labor union or representative of workers with which he or she has a collective bargaining agreement or other contract or understanding a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the CONTRACTOR commitment under this Article and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

In the event of CONTRACTOR'S noncompliance with the non-discrimination clauses of this Agreement or with any of said rules, regulations, or orders, this Agreement, at the election of and in the sole discretion of the CITY, may be canceled, terminated, or suspended in whole or in part, and CONTRACTOR may be declared ineligible for any further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rules, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

ARTICLE 19 – COMPLIANCE WITH LAWS

This Agreement shall be governed by the laws of the State of Missouri, notwithstanding the operation of any conflict or choice of law statutes or decisional law to the contrary. The CONTRACTOR shall also comply with all federal and local laws, ordinances and regulations applicable to the services described herein and shall procure all licenses and permits necessary for the fulfillment of obligations under this Agreement. For any dispute that may arise out of this Agreement, the Parties agree that the proper jurisdiction and venue shall be the Circuit Court of Cass County, Missouri.

ARTICLE 20 – COMMUNICATIONS AND NOTICES

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

CONTRACTOR: *KMT Services 981 NW County Rd 12002*
Adrian MO 64720

CITY:

Celia Duran, Public Works Director, 520 Main Street, Belton, MO 64012 or cduran@belton.org;
and

Monte Johnson, Transportation Superintendent, 520 Main Street, Belton, MO 64012 or mjohnson@belton.org

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

ARTICLE 21 – SEPARATE AGREEMENTS

CITY and CONTRACTOR each reserve the right to, from time to time, enter into other agreements for specific projects that are not contemplated under this Agreement. Provided that such agreements are separately approved in writing by the Parties, the terms and conditions of those agreements or contracts shall govern the implementation of the specific projects set forth therein.

ARTICLE 22 – SURVIVAL OF TERMS

The following Articles shall survive the expiration or termination of this Agreement for any reason: Compensation (if any payment obligations exist); Bond; Permits and Licenses; Liability and Indemnification; Insurance; Severability; Assignment; Independent Contractors; Compliance with Laws; Survival of Terms; CITY's Legislative Powers; Entire Agreement; Waiver.

ARTICLE 23 – CITY'S LEGISLATIVE POWERS

Notwithstanding any other provisions in this Agreement, nothing herein shall be deemed to usurp the governmental authority or police powers of CITY or to limit the legislative discretion of the City Council, and no action by the City Council in exercising its legislative authority shall be a default under this Agreement.

ARTICLE 24 – WAIVER

Waiver by CITY of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any other term, covenant or condition. No term, covenant, or condition of this Agreement can be waived except by written consent of CITY, and forbearance or indulgence by CITY in any regard whatsoever shall not constitute a waiver of same to be performed by CONTRACTOR to which the same may apply and, until complete performance by CONTRACTOR of the term, covenant or condition, CITY shall be entitled to invoke any remedy available to it under this Agreement or by law despite any such forbearance or indulgence.

ARTICLE 25 – HEADINGS; CONSTRUCTION OF AGREEMENT

The headings of each section of this Agreement are for reference only. Unless the context of this Agreement clearly requires otherwise, all terms and words used herein, regardless of the number and gender in which used, shall be construed to include any other number, singular or plural, or any other gender, masculine, feminine or neuter, the same as if such words had been fully and properly written in that number or gender.

ARTICLE 26 – FEDERAL WORK AUTHORIZATION PROGRAM

As a condition to an award of a contract greater than \$5,000, CONTRACTOR shall enroll in or be enrolled in a Federal Work Authorization Program. CONTRACTOR shall deliver to the CITY an Affidavit of Enrollment in a Federal Work Authorization Program stating the CONTRACTOR is enrolled and participates in a Federal Work Authorization Program with respect to the employees working in connection with the contracted services and CONTRACTOR does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

ARTICLE 27 – CONFLICT OF INTEREST

CONTRACTOR certifies that no officer or employee of CITY has, or will have, a direct or indirect financial or personal interest in this Agreement, and that no officer or employee of CITY, or member of such officer's or employee's immediate family, either has negotiated, or has or will have an arrangement, concerning employment to perform services on behalf of CONTRACTOR in this Agreement.

ARTICLE 28 - ENTIRE AGREEMENT

This Agreement contains the entire agreement of the Parties. Except as otherwise provided herein, no modification, amendment, or waiver of any of the provisions of this Agreement shall be effective unless in writing specifically referring hereto, and signed by both Parties.

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

SIGNATURE PAGE FOR AGREEMENT BETWEEN CITY OF BELTON, MISSOURI AND
RMT Services LLC

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

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

Executed by Contractor this 18 day of December, 2018.
Executed by City this _____ day of _____, 20____.

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

CONTRACTOR
Address and facsimile number of
Contractor: _____
RMT Services LLC
981 NW County Rd 12002
Adrian, MO 64720

By: _____
Printed Name: Jeff Davis
Title: Mayor

By: Steve Lincoln
Printed Name: STEVE LINCOLN
Title: Managing Member

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

Attested By: Tyl B
Printed Name: Tyler Lincoln
Title: Member
(Affix Corporate Seal, if applicable)

Approved as to form:

City Attorney, City of Belton, Missouri (date)

SECTION XII

B

R2019-15

A RESOLUTION APPROVING TASK AGREEMENT NO. 2019-1 WITH TERRACON CONSULTANTS, INC. TO PROVIDE GEOTECHNICAL SERVICES FOR CITY STREETS AS PART OF THE AUTOMATED DATA COLLECTION SERVICES PROJECT IN THE AMOUNT OF \$29,384.

WHEREAS, Task Agreement No. 2019-1 with Stantec Consulting Services, Inc. (Stantec) was approved on January 8, 2019 to provide automated data collection services for approximately 265 lane miles of streets throughout the City; and

WHEREAS, as part of this evaluation, the City requested on-call professional service consultant Terracon Consultants, Inc. to provide a cost estimate and scope of work for installation of 100 borings at selected locations on City streets. This work determines the street composition (i.e., depth and thickness of base asphalt and type of subgrade, etc.) for City streets. This data will supplement the information developed by Stantec and will be used to develop maintenance needs and a plan for each type of street; and

WHEREAS, the Council believes that approving Task Agreement No. 2019-1 with Terracon Consulting, Inc. in the amount of \$29,384 is beneficial to the City of Belton, Missouri to provide geotechnical services for City streets to as part of the Automated Data Collection Services Project.

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

SECTION 1. That Task Agreement No. 2019-1 with Terracon Consulting, Inc. in the amount of \$29,384 to provide geotechnical services for City streets as part of the Automated Data Collection Services Project, herein attached and incorporated as Exhibit A, is hereby approved for purposes described above.

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. This resolution shall be in full force and effect from and after its passage and approval.

Duly read and passed this ____ day of _____, 2019.

Mayor Jeff Davis

ATTEST:

Andrea Cunningham, City Clerk
City of Belton, Missouri

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

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing Resolution was regularly introduced at a regular meeting of the City Council held on the ____ day of _____, 2019; and adopted at a regular meeting of the City Council held the ____ day of _____, 2019 by the following vote, to-wit:

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

Andrea Cunningham, City Clerk
of the City of Belton, Missouri



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: January 22, 2019

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:

The City of Belton approved Task Agreement No. 2019-1 on January 8, 2019 with Stantec Consulting Services (Stantec) to provide automated data collection services for approximately 265 lane miles of streets throughout the City. This data will be used to develop a pavement condition index (PCI) for each street segment and a prioritized list with various maintenance plans for specific streets, development of a multi-year maintenance plan based on various funding scenarios, and report preparation.

As part of this evaluation, the City requested on-call professional service provider Terracon Consultants, Inc. (Terracon) to provide a cost estimate and scope of work for installation of 100 borings at selected locations on City streets. This will allow us to determine the street composition (i.e., depth and thickness of base asphalt and type of subgrade, etc.) for city streets. Over 40 percent of City streets were built before or during the 1950s and there are no as-builts available to confirm how the pavement was constructed. This data will supplement the information developed by Stantec and will be used to determine maintenance needs and a plan for each type of street.

Staff recommends approval of Task Agreement No. 2019-1 with Terracon to install 100 borings and prepare boring logs in the amount of \$29,384. This will supplement the data develop by Stantec.

IMPACT/ANALYSIS:

FINANCIAL IMPACT

Consultant:	Terracon Consultants, Inc.	
Amount of Request/Contract:	\$	29,384
Amount Budgeted:	\$	30,000
Funding Source:	225-0000-400-4017	
Additional Funds:	\$	n/a
Funding Source:	n/a	
Encumbered:	\$	n/a
Funds Remaining:	\$	3,000

STAFF RECOMMENDATION, ACTION, AND DATE:

Approve a resolution approving Task Agreement No. 2019-1 with Terracon Consultants, Inc. to provide geotechnical services for city streets as part of the Automated Data Collection Services project in the amount of \$29,384.

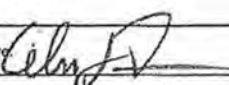
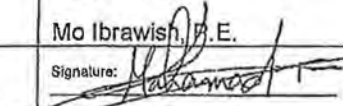
LIST OF REFERENCE DOCUMENTS ATTACHED:

- Resolution
- Exhibit A – Terracon Task Agreement #2019-1 and Scope of Work

Attachment 1



PUBLIC WORKS City of Belton – Public Works Task Agreement

Contract: On-Call Professional Services Agreement (Geotechnical Services)							
Ordinance or Resolution:		Task Agreement No: 2019-1			Funding Amount: 29,384.00		
					Date of Schedule of Hourly Rates and Expenses:		
					Purchase Order No:		
Project Title: Geotechnical Services for City Streets							
Contractor/Consultant (including subs): Terracon Consultants, Inc.				Division and Staff Project Manager: Nikia Freiburger			
Project Management Manual reviewed:				Attachments (Gantt Chart, etc.):			
PROJECT Scope (can be in the form of an attachment):							
See attached scope of work.							
Staff Signatures				Partner Signatures			
Director of Public Works: Cella Duran		City Manager: Alexa Barton		Project Manager: Mo Ibrawish, P.E.		Company Principal (if different):	
Signature: 		Signature: _____		Signature: 		Signature: _____	
Date: 1/18/2019		Date: _____		Date: 1/16/19		Date: _____	
Project Type:	Design	<input type="checkbox"/>	Construction	<input type="checkbox"/>	Property Acquisition	<input type="checkbox"/>	Conceptual – Problem Solving
Project Discipline(s):	Transportation	<input checked="" type="checkbox"/>	Planning	<input type="checkbox"/>	Water	<input type="checkbox"/>	Wastewater
							Stormwater
Report(s) Received:							
Work on File:							
This Task Agreement is subject to all the provisions included in the On-Call Professional Services Agreement effective on the ____ day of _____, 20____.							

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

January 18, 2019



City of Belton
506 Main Street
Belton, Missouri 64012

Attn: Ms. Nikia Freiburger – Assistant City Engineer
P: (816) 331-4331
E: nfreiberger@belton.org

Re: Proposal for Pavement Drilling Services
City of Belton Streets
City of Belton
Belton, Missouri
Terracon Proposal No. P02195021

Dear Ms. Freiburger:

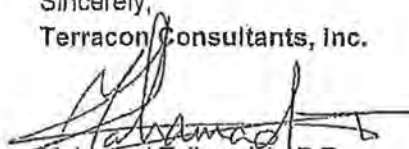
We appreciate the opportunity to submit this proposal for pavement drilling services to City of Belton (City of Belton) for the referenced project. The following are exhibits to the attached Agreement for Services.

Exhibit A	Project Understanding
Exhibit B	Scope of Services
Exhibit C	Compensation and Project Schedule

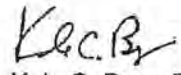
Terracon will perform the scope of services described in this proposal for a lump sum fee of \$29,384.00. Please refer to Exhibit C for more details of our fees and consideration of additional services.

To authorize us to proceed with the scope of services described in this proposal, please provide us with a signed Task Agreement and send it via email (mohamad.ibrawish@terracon.com) or mail. If you have any questions about this proposal, please contact us. This proposal is valid only if authorized within sixty days from the listed proposal date.

Sincerely,
Terracon Consultants, Inc.



Mohammad T. Ibrawish, P.E.
Geotechnical Department Manager



Kole C. Berg, P.E.
Senior Engineer

Terracon Consultants, Inc. 15620 W. 113th Street Lenexa, Kansas 66219
P (913) 492-7777 terracon.com

Environmental

Facilities

Geotechnical

Materials

- 8- Terracon will deploy two drill rigs to perform the borings
 - a. The borings will be advanced using flight augers (Refer to the **Subsurface Exploration Procedures** section). No pavement cores or soil samples will be obtained.
 - b. Each boring will extend to a maximum depth of 2 feet below the bottom of the pavement.
 - c. Once the borehole is completed, the pavement layer thicknesses will be measured using a tape measure and the auger cuttings (subgrade soils) will be visually classified.
 - d. The pavement subgrade soil information will be recorded on a hand-written field log
- 9- Upon completing each borehole, a technician will fill the holes with auger cuttings/sand/cement mix and plug the holes with quick set concrete or ready-mix asphalt. (Refer to the **Subsurface Exploration Procedures** section)
- 10- The technician will also clean the pavement area immediately around the boring top using a broom.
 - a. The technician will require traffic control protection while he/she is patching and cleaning each area.
- 11- We expect that the field operations will require up to five days if we utilize two drill crews and rigs (10 "rig days").
- 12- We will park our equipment in a City provided facility overnight.
- 13- Terracon's deliverable will consist of the hand-written, field boring log only (Refer to the **Project Delivery** section)

Site Access and Utility Locates: Terracon must be granted access to the boring locations by the City. If the City accepts this proposal, we will consider that the city authorizes Terracon to access the boring locations and conduct the field exploration. Terracon will conduct field services during normal business hours (Monday through Friday between 7:00am and 5:00pm). On arterial roads (as defined by the City), we will work between 9:00am and 3:00pm only. If our exploration must take place over a weekend or at night, please contact us so we can adjust our schedule and fee.

Terracon will contact the Missouri One-Call System to locate utilities in public easements. Location of private utility lines is not included in the One-Call locate. The City should locate and mark all private utilities before we mobilize to perform the field exploration. Terracon is not responsible for damage to any utilities (public or private) incorrectly marked or not marked by others. The detection of underground utilities is dependent upon the composition and construction of the line of interest. Utilities detectable with standard line location techniques include most continuously connected metal pipes, cables/wires or non-metallic utilities equipped with tracer wires. Utilities composed of non-electrically conductive materials such as polyvinyl chloride (PVC), fiberglass, vitrified clay, and metal pipes with insulated connection may not be



Project Delivery

We will provide as indicated before, we will provide the City personnel with the hand-written, field-filled boring logs. The logs will include:

- The boring number
- Date of drilling
- GPS coordinates of each boring as provided by the City
- Pavement and aggregate subbase thickness (measured using a tape measure)
- Visual classification of the soils encountered within 2 feet of the bottom of the pavement

EXHIBIT C - COMPENSATION AND PROJECT SCHEDULE

Compensation

Based upon our understanding of the site, the project as summarized in Exhibit A, and our planned Scope of Services outlined in Exhibit B, our fee is shown in the following table:

Task	Lump Sum Fee
Subsurface Exploration and Project Deliverable	\$29,384.00

If we encounter conditions that will require a revision of our scope of services or will result in substantially greater costs, we will contact you and obtain your approval prior to initiating these services. If we are authorized to proceed and the client subsequently postpones or cancels the work, we will invoice the client for the costs of project set up and mobilization incurred prior to notice of cancellation.

We are available confer with the client after submittal of our report. Consultation is beyond the scope of this proposal and would be charged at the rates agreed upon in the Professional Service Agreement dated April 14, 2016.

Project Schedule

We developed a schedule to complete the scope of services based upon our existing availability and understanding of your project schedule. However, this does not account for delays in field exploration beyond our control, such as weather conditions or lack of permission to access the boring locations. In the event the schedule provided is inconsistent with your needs, please contact us so we may consider alternatives.

Delivery	Posting Date from Notice to Proceed
Project Planning	2 to 3 days