



**Agenda of the Belton City Council
Work Session & Regular Meeting
June 25, 2019 – 6:00 p.m.
City Hall Annex
520 Main Street, Belton, Missouri**

- I. CALL WORK SESSION TO ORDER
- II. ITEMS FOR REVIEW AND DISCUSSION
 - A. Medical Marijuana UDC Amendments
- III. ADJOURN WORK SESSION
- IV. CALL REGULAR MEETING TO ORDER
- V. PLEDGE OF ALLEGIANCE – Councilman Clark
- VI. ROLL CALL
- VII. CONSENT AGENDA

Page 5

B. Bel-Ray Connector Trail

C. Waste Collection

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 June 11, 2019, City Council Work Session & Regular Meeting.**

Page 11

- B. **Motion approving the May 2019 Municipal Division Summary Report for Municipal Court.**

Page 19

- C. **Motion recognizing the submittal and acceptance of the annual TXRH CID FYE 2020 Budget.**

Page 38

D. Motion recognizing the submittal and acceptance of the annual Y Belton CID FYE 2020 Budget.

Page 40

E. Motion recognizing the submittal and acceptance of the annual Y Belton Two CID FYE 2020 Budget.

Page 42

VIII. PERSONAL APPEARANCES

IX. ORDINANCES

A. Motion approving both readings of Bill No. 2019-37

An ordinance approving the Missouri Highways and Transportation Commission Road Relinquishment Agreement with the Missouri Highways and Transportation Commission to relinquish the Belton I-49 Outer Road, 155th Street to 163rd Street, to the City of Belton once improvements are completed.

Page 44

B. Motion approving both readings of Bill No. 2019-38

An ordinance of the City of Belton, Missouri authorizing the City Manager to enter into an agreement with WCA of Missouri, LLC for the provision of waste disposal services for the City of Belton, in accordance with the Request for Proposal RFP 19-003.

Page 53

X. RESOLUTIONS

A. Motion approving Resolution R2019-55

A resolution of the City of Belton, Missouri approving a cooperative agreement for the City of Belton with Superior Bowen Asphalt Company, LLC for the 2019 Street Preservation Project in the amount of \$3,491,424.00.

Page 85

XI. CITY COUNCIL LIAISON REPORTS

XII. MAYOR'S COMMUNICATIONS

XIII. CITY MANAGER'S REPORT

July & August 2019 meetings

07/09 work session & regular meeting – 6:00 p.m.

07/23 work session & regular meeting – 6:00 p.m.

08/13 work session & regular meeting – 6:00 p.m.

08/27 work session & regular meeting – 6:00 p.m.

XIV. OTHER BUSINESS

- XV. Motion to enter Executive Session to discuss matters pertaining to Legal Actions, according to Missouri Statute 610.021.1; and matters pertaining to the hiring, firing, disciplining or promotion of personnel, according to Missouri Statute 610.021.3, and matters pertaining to individually identifiable personnel records, performance ratings or records pertaining to employees or applicants for employment, according to Missouri Statute 610.021.13, and that the record be closed, and the meeting adjourn from there.

SECTION II

A



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: June 25, 2019

DIVISION: Planning and Building Department,
City Attorney

COUNCIL: Regular Meeting Work Session Special Session

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

ISSUE/RECOMMENDATION:

Amend the Unified Development Code (UDC) to provide for appropriate provisions for Medical Marijuana facilities.

PROPOSED CITY COUNCIL MOTION: Direct staff to prepare an Ordinance amending the UDC for consideration at the July 9, 2019 Regular Meeting.

BACKGROUND:

In November 2018, the voters of the State of Missouri approved an amendment to Article XVI of the State Constitution establishing a Right to Access Medical Marijuana and allowing for the limited legal production, distribution, sale, and purchase of marijuana for medical use.

The City is proposing to amend the UDC to provide regulations regarding medical marijuana in accordance with the purposes of the State Constitution.

The City seeks to protect the public health and safety by establishing reasonable regulations on Medical Marijuana related businesses regarding noise, air quality, neighborhood safety, security, and other health and safety concerns.

A public notice as prescribed by law, was placed in the local newspaper on May 17, 2019 providing public notice of the proposed amendments and inviting public testimony on the amendments.

A public meeting was advertised in The Cass County Democrat on Friday, May 17, 2019. The public meeting was held to receive public comment on the multiple text amendment changes in various chapters on June 3, 2019. The Planning Commission voted 7-0 to recommend approval to the City Council.

IMPACT/ANALYSIS:

Amend the Unified Development Code as follows:

The following words and terms and their definitions are hereby added to Section 1-5 of the Unified Development Code:

“Marijuana” or “Marihuana” means Cannabis indica, Cannabis sativa, and Cannabis ruderalis, hybrids of such species, and any other strains commonly understood within the scientific community to constitute marijuana, as well as resin extracted from the plant and marijuana-infused products. “Marijuana” or “Marihuana” do not include industrial hemp containing a crop-wide average tetrahydrocannabinol concentration that does not exceed three-tenths of one percent on a dry weight basis, or commodities or products manufactured from industrial hemp.

“Medical Marijuana Cultivation Facility” means a facility licensed by the Missouri Department of Health and Senior Services, to acquire, cultivate, process, store, transport, and sell marijuana to a Medical Marijuana Dispensary Facility, Medical Marijuana Testing Facility, or to a Medical Marijuana-Infused Products Manufacturing Facility.

“Medical Marijuana Dispensary Facility” means a facility licensed by the Missouri Department of Health and Senior Services, to acquire, store, sell, transport, and deliver marijuana, marijuana-infused products, and drug paraphernalia used to administer marijuana as provided for in this section to a Qualifying Patient, a Primary caregiver, another Medical Marijuana Dispensary Facility, a Medical Marijuana Testing Facility, or a Medical Marijuana-Infused Products Manufacturing Facility.

“Marijuana-Infused Products” means products that are infused with marijuana or an extract thereof and are intended for use or consumption other than by smoking, including, but not limited to, edible products, ointments, tinctures and concentrates.

“Medical Marijuana-Infused Products Manufacturing Facility” means a facility licensed by the Missouri Department of Health and Senior Services, to acquire, store, manufacture, transport, and sell marijuana-infused products to a Medical Marijuana Dispensary Facility, a Medical Marijuana Testing Facility, or to another Medical Marijuana-Infused Products Manufacturing Facility.

“Medical Marijuana Testing Facility” means a facility certified by the Missouri Department of Health and Senior Services, to acquire, test, certify, and transport marijuana.

“Transportation Facility” means a facility licensed as such by the Missouri Department of Health and Senior Services in connection with the transportation and storage of medical marijuana.

The following language is hereby added to Section 40.1 Use-Specific Standards to include the following uses in the table of land uses:

Medical Marijuana Dispensary Facility

Medical Marijuana Cultivation Facility

Medical Marijuana-Infused Products Manufacturing Facility

Medical Marijuana Testing Facility

Transportation Facility

The following language is hereby added to Section 40-4 Uses Subject to Conditions.

(15) Commercial –Medical Marijuana.

No Medical Marijuana Cultivation Facility, Medical Marijuana Testing Facility, Medical Marijuana Dispensary Facility, Medical Marijuana-Infused Products Manufacturing Facility, or Transportation Facility shall be constructed, altered, or used without complying with the following regulations:

- a. No new Medical Marijuana Cultivation Facility, Medical Marijuana Testing Facility, Medical Marijuana Dispensary Facility, Medical Marijuana-Infused Products Manufacturing Facility, or Transportation Facility shall be initially sited within 1,000 feet of any then-existing school, child day-care center, or church.

For purposes of this Section,

1. A “child day-care center” means a child care program conducted in a location other than the provider’s permanent residence, or separate from the provider’s living quarters, and licensed by the Department of Health and Senior Services of the State of Missouri where care is provided for children not related to the child care provider for any part of the twenty-four (24)-hour day.
 2. A “school” means any building which is regularly used as a public, private or parochial elementary and/or secondary school or high school.
 3. A “church” means a building(s) primarily used for public religious worship and associated religious functions (education, fellow -ship, etc.), including synagogues and temples.
 4. “Then existing” means any school, child day-care center, or church with a written building permit from the City to be constructed, or under construction, or completed and in use at the time the marijuana facility first applies for either zoning or a building permit, whichever comes first.
- b. Outdoor Operations or Storage Prohibited. Unless licensed as an outdoor Medical Marijuana Cultivation Facility, all marijuana facilities’ operations and all storage of materials, products, or equipment shall be within a fully enclosed building.
 - c. Onsite Usage Prohibited. No marijuana may be smoked, ingested, or otherwise consumed on the premises of a marijuana facility.
 - d. Hours of Operation. All marijuana facilities shall be closed to the public, no persons not employed by the business shall be on the premises, and no sales or distribution of marijuana shall occur upon the premises or by delivery from the premises between the hours of 10:00 p.m. and 8:00 a.m., provided that, sales and distribution of Medical Marijuana or any other products sold to the public through a Medical Marijuana Dispensary may occur until Midnight on Friday and Saturday evenings.
 - e. Residential Dwelling Units Prohibited. No medical marijuana business shall be located in a building that contains a residence.
 - f. A Medical Marijuana Testing Facility, Medical Marijuana Dispensary Facility, Medical Marijuana-Infused Products Manufacturing Facility, or Transportation Facility shall be entirely within an enclosed building.
 - g. Ventilation Required. All marijuana facilities shall install and operate a ventilation system that will prevent any odor of marijuana from leaving the premises of the business. No odors shall be detectable by a person with a normal sense of smell outside the boundary of the parcel on which the facility is located.

STAFF RECOMMENDATION, ACTION, AND DATE:

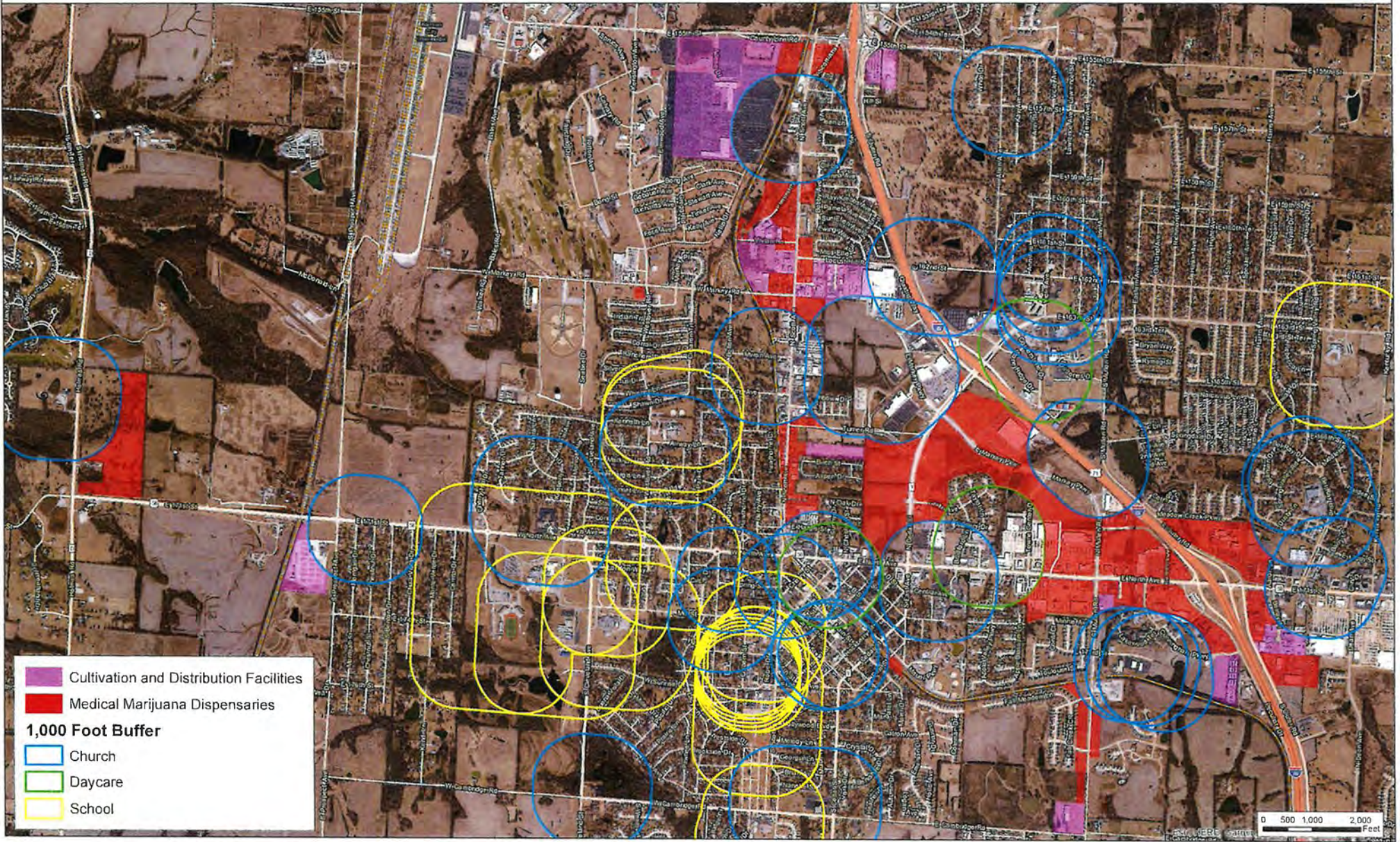
The staff recommends approval of the application for amendments to the Unified Development Code to make appropriate provisions for Medical Marijuana facilities as required by Article XVI of the State Constitution.

LIST OF REFERENCE DOCUMENTS ATTACHED:

1. Radius Map



Medical Marijuana Potential Locations



SECTION VII

A

**Minutes of the Belton City Council
Work Session & Regular Meeting
June 11, 2019
City Hall Annex
520 Main Street, Belton, Missouri**

Mayor Davis called the work session to order at 6:01 p.m.

John Sapp, Acting Fire Chief, presented information on the consent agenda motion tonight for an ambulance purchase. This item was originally put in the budget as two ambulance remounts. Now that the department is fully staffed it would be better use of the money to purchase another ambulance.

Being no further business, Mayor Davis adjourned the work session at 6:12 p.m. and called the regular meeting to order.

Councilman Savage led the Pledge of Allegiance to the Flag.

Councilmembers present: Mayor Davis, Tim Savage, Chet Trutzel, Dean VanWinkle, Ryan Finn, Gary Lathrop, Dave Clark, and Lorrie Peek

Councilmember absent: Stephanie Davidson

Staff present: Alexa Barton, City Manager; Padraic Corcoran, Attorney; and Andrea Cunningham, City Clerk

CONSENT AGENDA

Councilman Lathrop asked for the **motion authorizing the purchase of a 2019 Ford 150 Super Cab 4x4, for the Public Works Department** to be taken from the consent agenda for discussion and separate action.

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

- approving the minutes of the May 28, 2019, City Council Meeting.
- approving the April 2019 Municipal Division Summary Report for Municipal Court.
- authorizing the purchase of a 2019 F-550 Type Ambulance from Emergency Services Supply, for \$218,245.00, for the Belton Fire Department.
- authorizing the purchase of one MTS Power Load System for the Belton Fire Department.
- authorizing the purchase of two Lucas Chest Compression Systems with accessories in the amount of \$29,605.64, for the Belton Fire Department.

Councilwoman Peek seconded. All present voted in favor. Consent agenda approved.

Motion authorizing the purchase of a 2019 Ford 150 Super Cab 4x4, for the Public Works Department.

Councilman Lathrop asked why we were purchasing this type of vehicle to transport inspectors. Celia Duran, Public Works Director, said it will be used for more things than just this. Councilwoman Peek moved to approve this purchase, seconded by Councilman Clark. All present voted in favor. Motion passed.

ORDINANCES

Andrea Cunningham, City Clerk, read Bill No. 2019-30: An ordinance approving the reappropriation & revision of the City of Belton Fiscal Year 2020 Adopted City Budget for the purpose of maintaining the City's Emergency Siren System.

Presented by Councilman Lathrop, seconded by Councilwoman Peek. Police Chief James Person said the sirens were maintained in-house in the past. This will be a budgeted item going forward. Vote on the first reading was recorded with all present voting in favor. First reading passed. **Councilman Lathrop moved to hear the final reading.** Councilwoman Peek seconded. Vote to hear the final reading was recorded with all present voting in favor. Motion passed. The final reading was read. Presented by Councilman Lathrop, seconded by Councilwoman Peek. Vote on the final reading was recorded:

Ayes: 8 Mayor Davis, Finn, Lathrop, Trutzel, Peek, Clark, VanWinkle, Savage

Noes: 0

Absent: 1 Davidson

Bill No. 2019-30 was declared passed and in full force and effect as **Ordinance No. 2019-4517**, subject to Mayoral veto.

Ms. Cunningham read Bill No. 2019-31: An ordinance authorizing and approving a Public Services Agreement between the City of Belton, Missouri and Downtown Main Street, Inc. To provide public services support for the Fall Festival in Belton, Missouri in September 2019.

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

Ayes: 8 Finn, Clark, Trutzel, Peek, Mayor Davis, VanWinkle, Lathrop, Savage

Noes: 0

Absent: 1 Davidson

Bill No. 2019-31 was declared passed and in full force and effect as **Ordinance No. 2019-4518**, subject to Mayoral veto.

Ms. Cunningham read Bill No. 2019-32: An ordinance approving the Work Zone Enforcement Program Agreement and Program Order between the Missouri Highways and Transportation Commission and the Belton Police Department for enforcement at designated work zones.

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

Ayes: 8 VanWinkle, Clark, Savage, Trutzel, Peek, Mayor Davis, Finn, Lathrop

Noes: 0

Absent: 1 Davidson

Bill No. 2019-32 was declared passed and in full force and effect as **Ordinance No. 2019-4519**, subject to Mayoral veto.

Ms. Cunningham read Bill No. 2019-33: An ordinance accepting the continuance of a Mid-America Regional Council (MARC) grant for services to individuals at the Belton Senior Center.

Presented by Councilman Trutzel, seconded by Councilman Clark. Vote on the first reading was recorded with all present voting in favor. 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. Motion passed. The final reading was read. Presented by Councilwoman Peek, seconded by Councilman Trutzel. Vote on the final reading was recorded:

Ayes: 8 Clark, Trutzel, Savage, Peek, Mayor Davis, Finn, Lathrop, VanWinkle

Noes: 0

Absent: 1 Davidson

Bill No. 2019-33 was declared passed and in full force and effect as **Ordinance No. 2019-4520**, subject to Mayoral veto.

Ms. Cunningham read Bill No. 2019-34: An ordinance approving a Public Service Agreement between Oats, Inc. and the City of Belton, Missouri to provide site transportation for individuals to and from the Belton Senior Center.

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

Ayes: 8 Lathrop, Trutzel, Savage, Clark, Mayor Davis, Finn, Peek, VanWinkle

Noes: 0

Absent: 1 Davidson

Bill No. 2019-34 was declared passed and in full force and effect as **Ordinance No. 2019-4521**, subject to Mayoral veto.

Ms. Cunningham read Bill No. 2019-35: An ordinance authorizing and approving a Clinical Agreement between the Emergency Medical Services of Central Jackson County Fire Protection District EMS Training Division, and the City of Belton, through its Fire

Department, to provide protocols and requirements directing the emergency medical technician and paramedic student clinical education experience.

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

Ayes: 8 Savage, Trutzel, VanWinkle, Clark, Mayor Davis, Finn, Lathrop, Peek

Noes: 0

Absent: 1 Davidson

Bill No. 2019-35 was declared passed and in full force and effect as **Ordinance No. 2019-4522**, subject to Mayoral veto.

Ms. Cunningham read Bill No. 2019-36: An ordinance authorizing and directing the City Manager to execute the Master Lease Purchase Agreement between Lease Servicing Center, Inc. and the City of Belton, Missouri and Schedule Number 1 thereto.

Presented by Councilwoman Peek, seconded by Councilman Trutzel. Alexa Barton, City Manager, explained this is the financing portion of the Toter cart purchase. Councilman Clark said he has received calls about the carts being too big. Ms. Barton said staff is recommending everyone try them until August 26. At that point people can call to exchange them for a smaller cart. There are a limited number of smaller carts available, first come, first served. Vote on the first reading was recorded with all present voting in favor. First reading passed. **Councilman Lathrop moved to hear the final reading.** Councilman Trutzel seconded. Vote to hear the final reading was recorded with all present voting in favor except for Councilman Clark voting no. Motion passed. The final reading was read. Presented by Councilwoman Peek, seconded by Councilman Trutzel. Vote on the final reading was recorded:

Ayes: 8 Trutzel, Peek, VanWinkle, Clark, Mayor Davis, Finn, Lathrop, Savage

Noes: 0

Absent: 1 Davidson

Bill No. 2019-36 was declared passed and in full force and effect as **Ordinance No. 2019-4523**, subject to Mayoral veto.

RESOLUTIONS

Ms. Cunningham read Resolution R2019-54: A resolution approving actions of the City Manager to engage Pyramid Excavation and Construction, Inc., for emergency repair of a Cambridge Road culvert and ratifying Task Agreement No. 2019-2 in the amount of \$105,549.64.

Presented by Councilwoman Peek, seconded by Councilman Finn. Vote on the resolution was recorded with all present voting in favor. Resolution passed.

CITY COUNCIL LIAISON REPORTS

Councilwoman Peek gave a Park report for Councilwoman Davidson.

- Summerfest is Saturday, June 15, Memorial Park

MAYOR'S COMMUNICATIONS

Public Works crews are working on the sinkhole on Hargis Lane.

On Golden Pond play is coming up.

There have been 21 buildings in the city that have had a demolition permit. (see attached)

CITY MANAGER'S REPORT

June & July 2019 meetings

06/25 work session & regular meeting – 6:00 p.m.

07/09 work session & regular meeting – 6:00 p.m.

07/23 work session & regular meeting – 6:00 p.m.

A point of clarification – the ordinance approved at the last meeting for the rental inspection program was for the landlord business license. The Planning Department has not brought the rental inspection program ordinance before the Council yet. Dave Clements, Planning Director, will be meeting with the Cass County Landlord Association on June 18.

There was an issue on Allen Ave with the Southview Commerce Center sewer line. The contractor has provided clean up and taken responsibility.

OTHER BUSINESS

Councilman Lathrop said Cambridge Road needs repair where the water has washed part of it away.

Councilman Trutzel said there are still issues with “no parking” on Kenneth and Westover. The signs might need to be moved.

At 7:16 p.m. Councilman Trutzel moved to enter Executive Session to discuss matters pertaining to negotiated contracts, according to Missouri Statute 610.021.12; matters pertaining to Legal Actions, according to Missouri Statute 610.021.1; and matters pertaining to the hiring, firing, disciplining or promotion of personnel, according to Missouri Statute 610.021.3, and that the record be closed, and the meeting adjourn from there. Councilwoman Peek seconded. The following vote was recorded:

Ayes: 8 Trutzel, VanWinkle, Finn, Clark, Mayor Davis, Peek, Lathrop, Savage
Noes: 0
Absent: 1 Davidson

Being no further business, the meeting was adjourned following the executive session.

Andrea Cunningham, City Clerk

Mayor Jeff Davis

6-11-19


Permit#	Complete Name	Issued Date	Address	Subdivision	Description	Valuation	Fees Paid	Status
17-0116	Dale Brothers	4/10/2017	Markey Business Park		Demo of 3 Buidlings	38,000.00	84	Completed
17-0272	Century Roofing	6/20/2017	5901 E 155th St	NONE	Demolition	1	84	Expired
17-0382	Johnson Company	8/16/2017	1833 E North Ave	BELTON PRICE CHOPPER	Interior Demolition Only	20,000.00	84	Completed
17-0395	D & D Plumbing	8/22/2017	316 N Scott Ave	NONE	Commercial Interior / Exterior Demolition	2,000.00	84	Completed
17-0481	SS Commercial Builders	10/26/2017	510 E North Ave	TACO BUENO ADD	Demo Front of Building	35,000.00	84	Expired
17-0553	Brackmann Construction LLC	12/14/2017	1418 N Scott Ave	NEFF LAKE	Interior Demo	30,000.00	84	Expired
18-0052	Grayling, Inc.	2/20/2018	1211 E North Ave	MULLEN SQUARE ADD	Interior Demolition	15,000.00	84	Completed
18-0185	Colunga Construction	5/25/2018	16110 Harris Ave		Residential demolition	20,000.00	84	Issued
18-0218	William Katlin	6/6/2018	423 Main St	ORIG BELTON	Interior Demolition	9,000.00	84	Issued
18-0318	Chevalier Construction	8/15/2018	801 Golden Ct	APPLE VALLEY 4TH	Reroof	4,000.00	84	Void
18-0328	Zipco Contracting	8/22/2018	17234 Chestnut		Residential Demolition	6,000.00	84	Completed
18-0340	Douglas M Mueller	9/25/2018	17202 Cerrito Dr	WEST BELTON	residential demolition	8,000.00	84	Issued
18-0360	Mark C Altenbernd	9/25/2018	712 B St	ORIG BELTON	Residential demolition	5,000.00	84	Issued
18-0489	William Katlin	11/27/2018	117 Carnegie 111 115	NORTH BELTON	Demolition	12,000.00	84	Issued
18-0490	William Katlin	11/27/2018	516 3rd St		Demolition	15,000.00	84	Issued
19-0050	Remco Demolition, LLC	2/11/2019	16001 S 71 Hwy	Southview Golf Course	Demolition of Clubhouse & Parking lot	3,000.00	84	Issued
19-0052	Ricke Home Improvement	2/14/2019	444 N Scott Ave	NONE	Interior Demolition	5,000.00	84	Issued
19-0095	Earthworks Excavation and Assoc.	3/19/2019	17502 S Benton Dr	WEST BELTON	Demolition	3,000.00	84	Issued
19-0119	Industrial Salvage & Wrecking Co. Inc.	4/2/2019	509 D St	ORIG BELTON	Demolition	7,750.00	84	Issued
19-0120	Industrial Salvage & Wrecking Co. Inc.	4/2/2019	515 D St	ORIG BELTON	Demolition	7,750.00	84	Issued

SECTION VII

B

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

COURT DATES: 5/1/19; 5/15/19; 5/29/19



MUNICIPAL JUDGE **6/4/19**
DATE

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

CITY CLERK **DATE**



Payment Plan Reports

Collected

Belton

Monday, June 3, 2019 4:47 PM

Payment Detail Listing By Payment Plan Number From 05/01/2019 - 05/31/2019

PP#	Defendant Name	Trans. Date	Trans. Number	Receipt #	Citation#-Viol.	Amount Paid	C	A
PP0000505	LAWRIE, MATTHEW T III	05/15/2019	472581	R00051917	140791615-1 140791614-1	\$100.00	PY	✓ ✓
PP0000505 Totals:						\$100.00		
PP0000631	BROWN, ANGELICA J	05/15/2019	472561	R00051910	140792198-1	\$13.00	PY	✓ ✓
		05/16/2019	472726	R00051932	140792198-1	\$10.00	PY	✓ ✓
PP0000631 Totals:						\$23.00		
PP0000717	FOSTER, DAN MADALIN	05/16/2019	472678		140794984-1	\$40.00	AB	✓ ✓
		05/16/2019	472679		140794984-1	\$30.00	AB	✓ ✓
		05/16/2019	472681		140794984-1	\$30.00	AB	✓ ✓
PP0000717 Totals:						\$100.00		
PP0000826	JOHNSON, DUSTIN W	05/09/2019	472287	R00051810	140799158-1	\$50.00	PY	✓ ✓
PP0000826 Totals:						\$50.00		
PP0000860	RIDER, ALISHA MARIE	05/01/2019	471984	R00051727	140804080-1 140804079-1 140803929-1 140803928-1	\$587.50	PY	✓
PP0000860 Totals:						\$587.50		
PP0000861	PERAUD, NICHOLAS G	05/14/2019	472488	R00051875	140795721-1	\$62.50	PY	✓ ✓
PP0000861 Totals:						\$62.50		
PP0000955	BOWIE, JOSHUA RYAN	05/01/2019	471923		140799581-1	\$15.00	AB	✓
		05/01/2019	471924	R00051708	140799581-1	\$103.00	PY	✓
PP0000955 Totals:						\$118.00		
PP0000963	HEATER, ANTHONY JAMES	05/02/2019	472089		140794442-1	\$30.00	AB	✓ ✓
		05/02/2019	472090		140794442-1	\$15.00	AB	✓ ✓
PP0000963 Totals:						\$45.00		
PP0001039	THOMPSON, MARIA SUE	05/31/2019	473406	R00052118	140802391-1 140802390-1	\$20.00	PY	✓ ✓
PP0001039 Totals:						\$20.00		
PP0001083	MADGE, BRIA DESHAI	05/30/2019	473317	R00052092	140801127-1	\$100.00	PY	✓ ✓
PP0001083 Totals:						\$100.00		
PP0001110	CROSBY, JACOB NEIL	05/05/2019	472150	R00051774	121165604-1	\$19.00	PY	✓ ✓
PP0001110 Totals:						\$19.00		
PP0001157	HOLLAND, TIFFANY NICOLE	05/10/2019	472359	R00051855	140802021-1	\$20.00	PY	✓ ✓
PP0001157 Totals:						\$20.00		
PP0001242	MILLS, GREGORY SCOTT	05/28/2019	473045	R00052057	140794139-1 140794137-1 140794138-1 140794462-1 140801267-1 140805057-1 160763377-1 160767271-1	\$1,150.00	PY	✓
PP0001242 Totals:						\$1,150.00		
PP0001297	CONNER, DONALD B	05/02/2019	472093		121163375-1	\$60.00	AB	✓ ✓
PP0001297 Totals:						\$60.00		
PP0001311	TAPIA, CHRISTOPHER A	05/15/2019	472571		121167286-1	\$30.00	AB	✓
		05/15/2019	472624		121167286-1	\$30.00	AB	✓
PP0001311 Totals:						\$60.00		
PP0001317	BASINSKI, TAYLOR MATTHEW	05/14/2019	472491	R00051878	140804344-1	\$10.00	PY	✓ ✓
PP0001317 Totals:						\$10.00		

* Indicates an overpayment was made on the Payment Plan

PP0001400	TUCKER, GARY DON	05/22/2019	472845	R00051989	160753568-1	\$20.00 PY ✓ ✓
PP0001400 Totals:						\$20.00
PP0001436	WARBINGTON, JOSEPH HENRY	05/02/2019	472094	R00051738	140801302-1 160759277-1	\$20.00 PY ✓ ✓
PP0001436 Totals:						\$20.00
PP0001457	CORBIN, SHYANNE C	05/14/2019	472492	R00051879	160753149-1	\$20.00 PY ✓ ✓
PP0001457 Totals:						\$20.00
PP0001515	MEDINA, SCOTT	05/03/2019	472139	R00051766	140804835-1	\$30.00 PY ✓ ✓
PP0001515 Totals:						\$30.00
PP0001572	BARBER, CHRYSTAL LYNN	05/29/2019	473231	R00052067	160754895-1	\$50.00 PY ✓ ✓
PP0001572 Totals:						\$50.00
PP0001637	TOUNZELL, PAUL JEROME JR	05/02/2019	472085		140804152-1	\$60.00 AB ✓ ✓
PP0001637 Totals:						\$60.00
PP0001712	GOETZ, KIMBERLY A	05/01/2019	471998		140805011-1	\$58.00 AB ✓
PP0001712 Totals:						\$58.00
PP0001751	MEDINA, STELLA MARIE	05/03/2019	472140	R00051767	160755120-1	\$20.00 PY ✓ ✓
PP0001751 Totals:						\$20.00
PP0001762	BUNTIN, RANDALL KEITH	05/24/2019	472946	R00052026	160758449-1	\$25.00 PY ✓ ✓
PP0001762 Totals:						\$25.00
PP0001801	RAY, CHERYL DIANE	05/20/2019	472812	R00051966	140800473-1	\$10.00 PY ✓ ✓
PP0001801 Totals:						\$10.00
PP0001811	SCHNIEDERS, TODD P	05/21/2019	472836	R00051982	121157883-1 121157882-1	\$221.00 PY ✓
PP0001811 Totals:						\$221.00
PP0001836	HOLLAND, CALVIN JAMES NICHOLAS	05/23/2019	472880	R00052000	160756861-1 160756457-1	\$200.00 PY ✓
PP0001836 Totals:						\$200.00
PP0001852	KELLUM, STEVEN T	05/10/2019	472358	R00051854	160753377-1	\$25.00 PY ✓ ✓
PP0001852 Totals:						\$25.00
PP0001968	ARNOLD, DEVIN ELIJAH	05/02/2019	472098		160752454-1	\$15.00 AB ✓ ✓
PP0001968 Totals:						\$15.00
PP0001980	BERRY, LEIGHANN KATHRYN	05/15/2019	472555	R00051904	160757625-1	\$30.00 PY ✓ ✓
PP0001980 Totals:						\$30.00
PP0002037	LAWRIE, MARK ANDREW	05/16/2019	472683		160756338-1	\$15.00 AB ✓ ✓
		05/16/2019	472684		160756338-1	\$15.00 AB ✓ ✓
		05/16/2019	472686		160756338-1	\$10.00 AB ✓ ✓
PP0002037 Totals:						\$40.00
PP0002062	CROSSLEY, DAKOTA BRADLY	05/10/2019	472300	R00051817	160755015-1	\$20.00 PY ✓ ✓
PP0002062 Totals:						\$20.00
PP0002087	DAVIS, TOBY M	05/24/2019	472934	R00052014	160755566-1	\$95.00 PY
PP0002087 Totals:						\$95.00
PP0002089	STEGNER, BRIAN KYLE	05/07/2019	472246	R00051802	160757648-1	\$20.00 PY ✓ ✓
PP0002089 Totals:						\$20.00
PP0002126	SIMS, MATTHEW ALAN	05/31/2019	473376	R00052101	160759662-1	\$10.00 PY ✓ ✓
PP0002126 Totals:						\$10.00
PP0002133	OLSON, HARWOOD GLEN	05/14/2019	472493	R00051880	160757122-1	\$20.00 PY ✓ ✓
PP0002133 Totals:						\$20.00
PP0002152	RHULE, ALICIA MARIE	05/03/2019	472144	R00051770	160756382-1	\$20.00 PY ✓ ✓
PP0002152 Totals:						\$20.00
PP0002237	BREITWEISER, ANGELIC MARIA	05/06/2019	472151	R00051775	160755023-1	\$20.00 PY ✓ ✓
PP0002237 Totals:						\$20.00
PP0002323	STALLINGS, DARRIN M	05/16/2019	472687		160756897-1	\$15.00 AB ✓ ✓
PP0002323 Totals:						\$15.00

* Indicates an overpayment was made on the Payment Plan

PP0002421	KARISA, EDSON K	05/07/2019	472235	R00051794	160757406-1 160757407-1 160757408-1	\$425.00 PY ✓
PP0002421 Totals:						\$425.00
PP0002428	ENGLAND, JEREMIAH	05/10/2019	472360	R00051856	160752593-1 160752595-1	\$120.00 PY ✓ ✓
PP0002428 Totals:						\$120.00
PP0002438	WOOD, DAKOTA LEE	05/01/2019 05/31/2019	471880 473405	R00051684 R00052117	160758498-1 160758498-1	\$5.00 PY ✓ ✓ \$10.00 PY ✓ ✓
PP0002438 Totals:						\$15.00
PP0002446	UNDERWOOD, GEORGE EDWARD	05/10/2019	472343	R00051841	160762745-1	\$10.00 PY ✓ ✓
PP0002446 Totals:						\$10.00
PP0002488	HARBOUR, SYLVESTER JR JR	05/10/2019 05/29/2019	472325 473230	R00051830 R00052066	160762754-1 160762754-1	\$20.00 PY ✓ ✓ \$10.00 PY ✓ ✓
PP0002488 Totals:						\$30.00
PP0002513	JOHNSON, HALLIE LEIGH	05/14/2019 05/21/2019 05/31/2019	472490 472837 473425	R00051877 R00051983 R00052128	160754902-1 160754902-1 160754902-1	\$20.00 PY ✓ ✓ \$20.00 PY ✓ ✓ \$20.00 PY ✓ ✓
PP0002513 Totals:						\$60.00
PP0002518	JACKSON, AMANDA L	05/02/2019	472042		160762799-1	\$150.00 AB ✓
PP0002518 Totals:						\$150.00
PP0002521	HOLOMAN, MARC ANTHONY C	05/01/2019	471878	R00051682	160757383-1	\$123.00 PY ✓
PP0002521 Totals:						\$123.00
PP0002558	WISDOM, SONYA J	05/03/2019	472123	R00051750	160763646-1	\$22.00 PY ✓
PP0002558 Totals:						\$22.00
PP0002561	HOWELL, STACIA RA'SHAJ	05/09/2019	472285	R00051808	160761363-1	\$70.00 PY ✓
PP0002561 Totals:						\$70.00
PP0002563	HOWELL, MAKEBA K	05/10/2019	472357	R00051853	160761368-1	\$75.00 PY ✓ ✓
PP0002563 Totals:						\$75.00
PP0002589	HUGUNIN (STUDNA), CARRIE ANN	05/15/2019	472615		160755772-1	\$15.00 AB
PP0002589 Totals:						\$15.00
PP0002610	JOHNSTON, JOHN ROBERT	05/10/2019	472323	R00051828	160761389-1	\$25.00 PY ✓ ✓
PP0002610 Totals:						\$25.00
PP0002614	CARDWELL, ELLEN LYNN	05/16/2019	472627	R00051926	160760341-1	\$25.00 PY ✓ ✓
PP0002614 Totals:						\$25.00
PP0002617	NELSON, QUIANA DENAE	05/03/2019	472113	R00051742	160758067-1	\$88.00 PY ✓
PP0002617 Totals:						\$88.00
PP0002619	SARGENT, AIDEN P	05/01/2019	471988	R00051730	160756445-1	\$120.00 PY ✓
PP0002619 Totals:						\$120.00
PP0002634	BROWN, MICHAEL LEE	05/13/2019	472443	R00051861	160757442-1	\$40.00 PY ✓ ✓
PP0002634 Totals:						\$40.00
PP0002638	KOCOUREK-BOWMAN, KAYLEE K	05/31/2019	473388	R00052113	160758884-1	\$40.00 PY ✓ ✓
PP0002638 Totals:						\$40.00
PP0002699	DONALD, ZACHARY T	05/23/2019	472881	R00052001	160762511-1 160762512-1	\$270.00 PY ✓
PP0002699 Totals:						\$270.00
PP0002725	KILGORE, KRISTLE LYNNE	05/24/2019	472962	R00052030	160762498-1	\$60.00 PY ✓ ✓
PP0002725 Totals:						\$60.00
PP0002740	CRADDOCK, AARON MICHAEL	05/23/2019	472908	R00052002	160759646-1 160759470-1	\$225.00 PY ✓ ✓
PP0002740 Totals:						\$225.00
PP0002742	WEERS, DALE EDWARD JR JR	05/16/2019	472689		160761353-1	\$15.00 AB ✓ ✓
PP0002742 Totals:						\$15.00
PP0002747	ELLISON, TAMMY JEANNE	05/10/2019	472301	R00051818	160762468-1 160762929-1	\$50.00 PY ✓ ✓
PP0002747 Totals:						\$50.00

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PP0002758	STATELER, JASON RYAN	05/16/2019	472688		140795384-1	\$15.00 AB ✓ ✓
PP0002758 Totals:						\$15.00
PP0002783	DECKER, WILLIAM ALBERT	05/02/2019	472043	R00051737	170000005-1	\$50.00 PY ✓ ✓
		05/23/2019	472912	R00052006	170000001-1	\$50.00 PY ✓ ✓
PP0002783 Totals:						\$100.00
PP0002785	ADAMS, JACOB EUGENE	05/20/2019	472822	R00051974	160766134-1 160766136-1	\$298.00 PY ✓
PP0002785 Totals:						\$298.00
PP0002801	CARRERA-ZARCO, JEISON OMAR	05/15/2019	472557	R00051906	160762936-1	\$25.00 PY ✓ ✓
PP0002801 Totals:						\$25.00
PP0002802	KIHN, LINDA ANN	05/15/2019	472501	R00051886	160763595-1	\$30.00 PY ✓ ✓
PP0002802 Totals:						\$30.00
PP0002808	SIMS, PATRICIA L	05/06/2019	472192	R00051776	160760499-1	\$20.00 PY ✓ ✓
PP0002808 Totals:						\$20.00
PP0002819	MURPHY, THURSTON RONALD RAYMOND	05/22/2019	472869	R00051990	160764302-1	\$20.00 PY ✓ ✓
PP0002819 Totals:						\$20.00
PP0002827	GAUSE-FISHBACK, JALEN ANTHONY	05/17/2019	472739	R00051936	160758283-1	\$100.00 PY ✓ ✓
PP0002827 Totals:						\$100.00
PP0002830	HAYNES, GARY DEAN	05/21/2019	472834	R00051980	160761552-1	\$100.00 PY ✓ ✓
PP0002830 Totals:						\$100.00
PP0002833	SAGER, HEATH B	05/06/2019	472209	R00051786	160755859-1	\$20.00 PY ✓ ✓
PP0002833 Totals:						\$20.00
PP0002846	LASH, TARA M	05/10/2019	472350	R00051848	160765891-1	\$20.00 PY ✓ ✓
PP0002846 Totals:						\$20.00
PP0002850	OLSON, JOHN E III	05/02/2019	472002	R00051735	160766208-1	\$39.00 PY ✓
PP0002850 Totals:						\$39.00
PP0002859	OSBORNE, NATHANIEL WALKER	05/21/2019	472842	R00051986	160765838-1	\$20.00 PY ✓ ✓
PP0002859 Totals:						\$20.00
PP0002877	MARTIN, GEORGE WILLIAM	05/06/2019	472213	R00051787	160760453-1	\$60.00 PY ✓ ✓
PP0002877 Totals:						\$60.00
PP0002890	SIBLEY, TREY EUGENE	05/16/2019	472630	R00051929	160766155-1	\$10.00 PY
		05/30/2019	473354	R00052095	160760450-1 160766155-1	\$30.00 PY
PP0002890 Totals:						\$40.00
PP0002899	ESSIG, LAWRENCE GENE	05/29/2019	473258	R00052082	160765701-1	\$80.00 PY ✓ ✓
PP0002899 Totals:						\$80.00
PP0002902	PARROTT, BRIAN DALE	05/15/2019	472563	R00051913	160765761-1	\$25.00 PY ✓ ✓
PP0002902 Totals:						\$25.00
PP0002903	PRICE, MONTEL ODELL	05/15/2019	472621	R00051924	160764946-1	\$40.00 PY ✓ ✓
PP0002903 Totals:						\$40.00
PP0002917	RIDDLE, JEREMY SCOTT	05/31/2019	473373	R00052099	160764389-1	\$50.00 PY ✓ ✓
PP0002917 Totals:						\$50.00
PP0002926	BUTLER, MYKALIA C	05/28/2019	473028	R00052039	160766130-1	\$35.00 PY ✓ ✓
PP0002926 Totals:						\$35.00
PP0002928	REITZ, WYLIE JAY	05/20/2019	472823	R00051975	160766278-1	\$20.00 PY ✓ ✓
PP0002928 Totals:						\$20.00
PP0002934	JOPLIN, ANGELA MARIE	05/20/2019	472799	R00051955	160757082-1	\$115.00 PY ✓
PP0002934 Totals:						\$115.00
PP0002940	NEUENSCHWANDER, DAVID K	05/14/2019	472489	R00051876	160765935-1	\$40.00 PY ✓ ✓
PP0002940 Totals:						\$40.00
PP0002941	MANLEY, WILLIE	05/06/2019	472205	R00051783	160760517-1	\$25.00 PY ✓
PP0002941 Totals:						\$25.00
PP0002942	FISCHER, ELIZABETH LYDIA	05/01/2019	471881	R00051685	160766229-1	\$20.00 PY ✓ ✓
		05/31/2019	473399	R00052114	160766229-1	\$20.00 PY ✓ ✓
PP0002942 Totals:						\$40.00

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PP0002947	LARNED, BRIAN SCOTT	05/16/2019	472631	R00051930	160766502-1	\$50.00 PY ✓ ✓
PP0002947 Totals:						\$50.00
PP0002952	SAUCIER, AMANDA MARIE	05/07/2019	472248	R00051803	160766472-1	\$25.00 PY ✓ ✓
PP0002952 Totals:						\$25.00
PP0002955	ZUMWALT, ZACHARY D	05/28/2019	473046	R00052058	160756955-1	\$37.00 PY ✓
PP0002955 Totals:						\$37.00
PP0002975	GORHAM, DAKOTA FRANCIS LEE	05/09/2019	472286	R00051809	160758040-1	\$200.00 PY ✓ ✓
PP0002975 Totals:						\$200.00
PP0002979	KOPPINGER, KELTON T	05/20/2019	472761	R00051950	160765237-1 160765238-1 160765239-1	\$300.00 PY ✓
PP0002979 Totals:						\$300.00
PP0002985	SIMMONS, ROBYN LYNN	05/02/2019	472014	R00051736	160758788-1	\$20.00 PY ✓ ✓
PP0002985 Totals:						\$20.00
PP0002995	STIPANCICH, SKYLER Q	05/15/2019	472552	R00051903	160760566-1	\$60.00 PY ✓ ✓
PP0002995 Totals:						\$60.00
PP0002996	MOTTER, RYAN K	05/07/2019	472242	R00051799	160760306-1 160761386-1	\$150.00 PY ✓ ✓
PP0002996 Totals:						\$150.00
PP0002997	DAY, JULIANN	05/18/2019	472756	R00051949	160766024-1	\$46.00 PY ✓
PP0002997 Totals:						\$46.00
PP0003001	ASH, CYNTHIA SUE	05/10/2019	472317	R00051821	160767056-1	\$50.00 PY ✓ ✓
PP0003001 Totals:						\$50.00
PP0003003	COX, JOHNATHAN RYAN	05/03/2019	472120	R00051747	160764489-1	\$48.00 PY ✓
PP0003003 Totals:						\$48.00
PP0003004	MYERS, ROBERT JOSEPH	05/10/2019	472324	R00051829	160763813-1 160763814-1	\$50.00 PY ✓ ✓
PP0003004 Totals:						\$50.00
PP0003007	CRAWFORD, LEIGHANNE MICHELLE	05/29/2019	473247	R00052078	160759963-1	\$20.00 PY ✓ ✓
PP0003007 Totals:						\$20.00
PP0003014	ENGLAND, JENNIFER LYNN	05/10/2019	472336	R00051834	160766473-1	\$25.00 PY ✓ ✓
PP0003014 Totals:						\$25.00
PP0003015	MORRIS, MEGEAN NICOLE	05/07/2019	472236	R00051795	160763767-1	\$40.00 PY ✓ ✓
		05/24/2019	472932	R00052012	160763767-1	\$40.00 PY ✓ ✓
PP0003015 Totals:						\$80.00
PP0003022	BROWN, ANTHONY DYLAN	05/28/2019	473209	R00052061	160766241-1	\$175.00 PY ✓
PP0003022 Totals:						\$175.00
PP0003024	SEXTON, VINCENT E	05/20/2019	472798	R00051954	160756324-1	\$20.00 PY ✓ ✓
PP0003024 Totals:						\$20.00
PP0003028	WORLEY, HALI NOEL	05/16/2019	472629	R00051928	160762463-1	\$10.00 PY ✓ ✓
		05/29/2019	473250	R00052080	160762463-1	\$10.00 PY ✓ ✓
PP0003028 Totals:						\$20.00
PP0003029	BISHOP, ROBERT WESLEY III	05/07/2019	472241	R00051798	160765802-1	\$25.00 PY ✓ ✓
PP0003029 Totals:						\$25.00
PP0003030	JOHNSON, JAMES NEIL	05/03/2019	472124	R00051751	160764667-1 160764668-1	\$50.00 PY ✓ ✓
PP0003030 Totals:						\$50.00
PP0003031	MAHURIN, WILLIAM DALE	05/20/2019	472819	R00051971	160765851-1	\$25.00 PY ✓ ✓
PP0003031 Totals:						\$25.00
PP0003032	YOUNG, CHRISTY RANEA	05/09/2019	472295	R00051813	160762579-1 160765869-1	\$65.00 PY ✓
PP0003032 Totals:						\$65.00
PP0003038	TORRENCE, GENEVA PEARL	05/03/2019	472117	R00051744	160766722-1 160766723-1	\$50.00 PY ✓ ✓
PP0003038 Totals:						\$50.00
PP0003039	JENKINS, JOHN KODY	05/03/2019	472119	R00051746	160764512-1	\$50.00 PY ✓ ✓
PP0003039 Totals:						\$50.00

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PP0003040	RUSSELL, MYLISSA M	05/31/2019	473387	R00052112	160766103-1	\$48.00 PY ✓
PP0003040 Totals:						\$48.00
PP0003063	GONZALES, JOB BLITZ	05/03/2019	472147	R00051771	160766913-1	\$40.00 PY ✓ ✓
PP0003063 Totals:						\$40.00
PP0003064	FADELY, LEANDRA J	05/03/2019	472127	R00051754	160767334-1	\$100.00 PY ✓
PP0003064 Totals:						\$100.00
PP0003077	POWERS, AMBER NICOLE	05/20/2019	472814	R00051968	160766423-1	\$45.00 PY ✓
PP0003077 Totals:						\$45.00
PP0003078	GOODWIN, RONNESA LASHA	05/01/2019	471903	R00051698	160766779-1	\$30.00 PY
PP0003078 Totals:						\$30.00
PP0003080	BOGGS, MARQUES RICHARD DEFR	05/01/2019	472001	R00051734	160767420-1	\$25.00 PY ✓
		05/12/2019	472370	R00051857	160767420-1	\$25.00 PY ✓
PP0003080 Totals:						\$50.00
PP0003082	O'DELL, JERE JANIECE	05/10/2019	472319	R00051824	160765242-1	\$141.00 PY ✓
PP0003082 Totals:						\$141.00
PP0003085	SMITH, DAUNCY LAVELLE JR	05/01/2019	471920	R00051706	160765304-1	\$25.00 PY ✓ ✓
PP0003085 Totals:						\$25.00
PP0003086	JONS-FANSLER, KAILEY MARIE	05/15/2019	472517	R00051887	160763903-1	\$3.00 PY ✓
PP0003086 Totals:						\$3.00
PP0003088	PHILLIPS, ROBERTA LEE	05/15/2019	472528	R00051890	160765169-1	\$62.00 PY ✓
PP0003088 Totals:						\$62.00
PP0003090	ERHARD, CHRISTIAN MICHAEL	05/28/2019	472965	R00052033	160766396-1	\$25.00 PY ✓ ✓
PP0003090 Totals:						\$25.00
PP0003091	FALZONE, THOMAS MICHAEL	05/24/2019	472963	R00052031	160767031-1	\$25.00 PY ✓ ✓
PP0003091 Totals:						\$25.00
PP0003092	ROCHA, ALEXANDRA DEANNA	05/20/2019	472820	R00051972	160764565-1	\$103.00 PY ✓
PP0003092 Totals:						\$103.00
PP0003093	DAILEY, TROY D	05/21/2019	472835	R00051981	160767226-1	\$41.00 PY ✓
PP0003093 Totals:						\$41.00
PP0003094	LEWIS, FREDRICK SEBASTIAN	05/07/2019	472219	R00051792	160766902-1	\$100.00 PY ✓ ✓
PP0003094 Totals:						\$100.00
PP0003095	DODGEN, THOMAS PAT	05/10/2019	472356	R00051852	160755133-1	\$25.00 PY ✓ ✓
PP0003095 Totals:						\$25.00
PP0003096	LAMOTHE, NORMAN R JR	05/03/2019	472121	R00051748	160763061-1	\$25.00 PY ✓ ✓
PP0003096 Totals:						\$25.00
PP0003101	MCKINZY, CRISSA JONNE'	05/28/2019	472964	R00052032	160763906-1	\$25.00 PY ✓ ✓
PP0003101 Totals:						\$25.00
PP0003102	BELL, MARK L JR	05/31/2019	473427	R00052129	160766721-1	\$40.00 PY ✓ ✓
PP0003102 Totals:						\$40.00
PP0003107	WALKER, ALEXIS ANN	05/04/2019	472149	R00051773	160767090-1	\$50.00 PY ✓ ✓
PP0003107 Totals:						\$50.00
PP0003108	OSBORNE, TAYLOR JAMES	05/16/2019	472628	R00051927	160764559-1	\$40.00 PY ✓ ✓
PP0003108 Totals:						\$40.00
PP0003112	RUTH, RACHEL L	05/07/2019	472237	R00051796	160766302-1	\$20.00 PY ✓ ✓
		05/31/2019	473356	R00052097	160766302-1	\$30.00 PY ✓ ✓
PP0003112 Totals:						\$50.00
PP0003113	DAVIS, HANS G.L.	05/20/2019	472810	R00051965	160765011-1	\$50.00 PY ✓ ✓
PP0003113 Totals:						\$50.00
PP0003115	DUNCAN, WYATT THOMAS	05/15/2019	472532	R00051892	160763856-1	\$200.00 PY ✓
PP0003115 Totals:						\$200.00
PP0003116	ALFREY, KAYLEIGH BREANNE	05/15/2019	472585	R00051918	160767120-1	\$133.00 PY ✓
PP0003116 Totals:						\$133.00
PP0003117	PROVOLT, JUSTIN R	05/03/2019	472118	R00051745	160767143-1	\$60.00 PY ✓ ✓
PP0003117 Totals:						\$60.00
PP0003121	JACKSON, MELVINA LATAYA	05/01/2019	472000	R00051733	160766909-1	\$100.00 PY ✓ ✓
PP0003121 Totals:						\$100.00

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PP0003127	WOOLSEY, SARAH JOLYNN	05/31/2019	473408	R00052120	160766537-1	\$50.00 PY ✓ ✓
PP0003127 Totals:						\$50.00
PP0003128	OWENS, THOMAS RAYMOND	05/03/2019	472148	R00051772	160767181-1	\$100.00 PY
PP0003128 Totals:						\$100.00
PP0003130	CHAMBERS, ONIE F	05/01/2019	471883	R00051687	160766042-1	\$60.00 PY ✓ ✓
PP0003130 Totals:						\$60.00
PP0003137	UNDERWOOD, CHARLES RAYMOND	05/10/2019	472344	R00051842	160766375-1	\$20.00 PY ✓ ✓
PP0003137 Totals:						\$20.00
PP0003138	SCHMIDT, BRANDON MICHAEL	05/01/2019	471860	R00051675	160766911-1	\$123.00 PY ✓
PP0003138 Totals:						\$123.00
PP0003141	GILLETTE, TIFFANY A.D.	05/10/2019	472318	R00051823	160767558-1	\$123.00 PY ✓
PP0003141 Totals:						\$123.00
PP0003142	ELLIOTT, NICOLE RAE	05/17/2019	472755	R00051948	160767421-1	\$100.00 PY ✓ ✓
PP0003142 Totals:						\$100.00
PP0003144	RILEY, COLBEY BUSTER	05/21/2019	472824	R00051976	160766697-1	\$123.00 PY ✓
PP0003144 Totals:						\$123.00
PP0003145	ERTER, JEFFERY LEE 2ND	05/20/2019	472821	R00051973	160766393-1	\$25.00 PY ✓ ✓
PP0003145 Totals:						\$25.00
PP0003148	WALKER, DARRIUS ROBERT	05/10/2019	472354	R00051850	160767367-1	\$40.00 PY ✓ ✓
PP0003148 Totals:						\$40.00
PP0003153	MARTINEZ, ADAM J	05/24/2019	472937	R00052017	160767380-1	\$100.00 PY ✓ ✓
PP0003153 Totals:						\$100.00
PP0003154	SANCHEZ, SAREE MARISSA	05/15/2019	472559	R00051908	160767472-1	\$25.00 PY ✓ ✓
PP0003154 Totals:						\$25.00
PP0003156	HAAK, KRISTEN MARIE	05/01/2019	471975	R00051725	160767186-1	\$50.00 PY ✓ ✓
		05/30/2019	473353	R00052094	160767186-1	\$40.00 PY ✓ ✓
PP0003156 Totals:						\$90.00
PP0003159	WALLACE, SHAYLA RENEE	05/24/2019	472933	R00052013	160767492-1	\$50.00 PY ✓ ✓
PP0003159 Totals:						\$50.00
PP0003160	MAZOR, JULIE LYNN	05/28/2019	473043	R00052055	160765424-1	\$200.00 PY ✓
PP0003160 Totals:						\$200.00
PP0003161	LEMAUTU, FILEMU JR JR	05/08/2019	472274	R00051806	160767873-1	\$250.00 PY ✓
PP0003161 Totals:						\$250.00
PP0003163	COX, HEATHER D	05/15/2019	472522	R00051888	190282067-1	\$150.00 PY ✓
PP0003163 Totals:						\$150.00
PP0003165	HARMON, CHARLY J	05/15/2019	472613	R00051921	160767330-1	\$25.00 PY ✓ ✓
PP0003165 Totals:						\$25.00
PP0003168	HARRIS, TERENCE KATRAYLE	05/17/2019	472753	R00051946	160768049-1 160768050-1	\$198.00 PY ✓
PP0003168 Totals:						\$198.00
PP0003170	SETLES, JULIAN D	05/29/2019	473210	R00052062	160767100-1	\$50.00 PY ✓ ✓
PP0003170 Totals:						\$50.00
PP0003172	MAENHOUDT, MICHELLE RENA	05/20/2019	472813	R00051967	160764587-1	\$25.00 PY ✓ ✓
PP0003172 Totals:						\$25.00
PP0003174	BIGGERSTAFF, JANICE G	05/29/2019	473236	R00052072	160768208-1	\$100.00 PY ✓ ✓
PP0003174 Totals:						\$100.00
PP0003175	CARRERA, BRAYAN A	05/29/2019	473262	R00052084	160765386-1	\$60.00 PY ✓ ✓
PP0003175 Totals:						\$60.00
PP0003176	KURTZ, KELLY CHRISTINE	05/29/2019	473266	R00052085	160763930-1 160763931-1	\$200.00 PY ✓ ✓
PP0003176 Totals:						\$200.00
PP0003177	STILWELL, BRANDI DIANE	05/29/2019	473267	R00052086	160760599-1	\$60.00 PY ✓ ✓
PP0003177 Totals:						\$60.00

Report Totals

\$12,663.00

* Indicates an overpayment was made on the Payment Plan



My Filed Or Closed Cases Listing

Belton

6/4/2019 4:14:20 PM

Totals For Filed Date From 05/01/2019 To 05/31/2019

Posted Fee Totals For Posted Date From 05/01/2019 To 05/31/2019

Violations By Filed Date

City Ordinance	112
IPMC CODE	5
MOVING TRAFFIC	232
Parking	2
Traffic	141
Total Violations Filed:	492

Violations Completed-Paid Fines By Filed Date

CL-CLOSED FOUND GUILTY

MOVING TRAFFIC	42
Parking	3
Traffic	63
CL	108

PDFN-PROSECUTION DECLINED NOT FILED

City Ordinance	1
MOVING TRAFFIC	3
Traffic	1
PDFN	5
Total Violations Completed-Paid Fines:	113

Violations Completed-Before Judge By Filed Date

CL-CLOSED FOUND GUILTY

City Ordinance	79
MOVING TRAFFIC	84
Parking	1
Traffic	94

27



My Filed Or Closed Cases Listing

Belton

6/4/2019 4:14:20 PM

Totals For Filed Date From 05/01/2019 To 05/31/2019

Posted Fee Totals For Posted Date From 05/01/2019 To 05/31/2019

Violations Completed-Before Judge By Filed Date

UNUSED	2	
CL		260

DC-Dismissed by Complainant

City Ordinance	2	
DC		2

DI-CLOSED BY SIS

MOVING TRAFFIC	9	
DI		9

DJ-Dismissed by Judge

City Ordinance	1	
DJ		1

DO-DISMISSED BY OFFICER

MOVING TRAFFIC	1	
Traffic	1	
DO		2

DP-Dismissed by Prosecutor

City Ordinance	4	
MOVING TRAFFIC	10	
Traffic	1	
DP		15

DW-DISMISSED NO WITNESS

City Ordinance	1	
MOVING TRAFFIC	2	
DW		3

28



My Filed Or Closed Cases Listing

Belton

6/4/2019 4:14:20 PM

Totals For Filed Date From 05/01/2019 To 05/31/2019

Posted Fee Totals For Posted Date From 05/01/2019 To 05/31/2019

Violations Completed-Before Judge By Filed Date

DX-FOUND NOT GUILTY AT TRIAL

MOVING TRAFFIC	19	
Traffic	3	
DX		22
Total Violations Completed-Before Judge:	314	

Violations Completed-Other By Filed Date

DS-DISMISSED SC PP RECALCULATED/PAID

29

City Ordinance	4	
D\$		4

DO-DISMISSED BY OFFICER

City Ordinance	1	
MOVING TRAFFIC	1	
DO		2

DP-Dismissed by Prosecutor

City Ordinance	12	
MOVING TRAFFIC	39	
Parking	2	
Traffic	24	
UNUSED	2	
DP		79

DS-DISMISSED STATE CHARGES

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



My Filed Or Closed Cases Listing

Belton

6/4/2019 4:14:20 PM

Totals For Filed Date From 05/01/2019 To 05/31/2019

Posted Fee Totals For Posted Date From 05/01/2019 To 05/31/2019

Violations Completed-Other By Filed Date

MOVING TRAFFIC	1	
DS		2
Total Violations Completed-Paid Fines:		87

Total Violations Completed-Paid Fines:	113
Total Violations Completed-Before Judge:	314
Total Violations Completed-Before Jury:	0
Total Violations Completed-Before Teen Court:	0
Total Violations Completed-Other:	87
Total Violations Completed:	514
Total Violations Filed:	492
Net Difference Filed - Completed:	-22

30

Warrants Issued

City Ordinance	137		
MOVING TRAFFIC	85		
Parking	2		
Traffic	89		
UNUSED	1		
Total Warrants Issued:	314	Total Violations:	314

Warrants Cleared

City Ordinance	168
MOVING TRAFFIC	181
Parking	4
Traffic	102



My Filed Or Closed Cases Listing

Belton

6/4/2019 4:14:20 PM

Totals For Filed Date From 05/01/2019 To 05/31/2019

Posted Fee Totals For Posted Date From 05/01/2019 To 05/31/2019

UNUSED	4		
Total Warrants Cleared:	459	Total Violations:	459
Total Warrants Issued:	314		
Total Warrants Cleared:	459		
Net Difference:	-145		

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

MOVING TRAFFIC	3		
AJ		3	

31

CC-CONTEMPT OF COURT ISSUED

City Ordinance	2		
MOVING TRAFFIC	1		
Traffic	1		
CC		4	

CD-Completion date for school(s)

City Ordinance	1		
MOVING TRAFFIC	2		
CD		3	

CL-CLOSED FOUND GUILTY

MOVING TRAFFIC	1		
CL		1	

CN-Continued Arraignment

City Ordinance	8		
----------------	---	--	--



My Filed Or Closed Cases Listing

Belton

6/4/2019 4:14:20 PM

Totals For Filed Date From 05/01/2019 To 05/31/2019

Posted Fee Totals For Posted Date From 05/01/2019 To 05/31/2019

Violations Completed-Other Paid By Filed Date

MOVING TRAFFIC	1	
Traffic	1	
CN		10

OP-OUTSIDE BOND POST

City Ordinance	1	
OP		1

PP-Payment plan

City Ordinance	29	
IPMC CODE	2	
MOVING TRAFFIC	45	
Traffic	14	
PP		90

WI-Warrant Issued

City Ordinance	15	
IPMC CODE	1	
MOVING TRAFFIC	25	
Traffic	15	
WI		56

Total Violations Completed-Other Paid:	168	
--	-----	--



My Filed Or Closed Cases Listing

Belton

6/4/2019 4:14:20 PM

Posted Fee Totals For Posted Date From 05/01/2019 To 05/31/2019

Fee Code	Fee Description	Paid
BF (84)	BOND FORFEITURE	\$1,866.50
CC (76)	COURT COSTS	\$2,890.55
CN (CA)	COURT NOTIFCATION AUTOMATION	\$512.69
CVC2 (74)	CRIME VICTIMS CITY	\$95.09
CVS2 (CV)	CRIME VICTIMS STATE	\$1,810.00
DM (82)	DOMESTIC VIOLENCE	\$514.00
DWI (77)	DWI RECOVERY COST	\$200.00
FINE (76)	FINE	\$34,596.54
ILFC (83)	ILF- CITY	\$265.63
IS (IS)	INMATE SECURITY FUND	\$519.00
RST (RS)	RESTITUTION	\$110.00
SR (SR)	SHERIFF RETIREMENT	\$761.55
TFC (78)	TRAINING FUND CITY	\$513.11
TFS (81)	TRAINING FUND STATE	\$253.84

33

Report Totals: **\$44,908.50**

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: 5/2019	
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		100	3,443
B. cases (citations / informations) filed		12	362
C. cases (citations / informations) disposed			
1. jury trial (Springfield, Jefferson County, and St. Louis County only)			
2. court / bench trial - GUILTY		1	7
3. court / bench trial - NOT GUILTY		0	22
4. plea of GUILTY in court		4	126
5. Violations Bureau Citations (i.e., written plea of guilty) and bond forfeitures by court order (as payment of fines / costs)		0	105
6. dismissed by court		0	2
7. <i>nolle prosequi</i>		2	74
8. certified for jury trial (not heard in the Municipal Division)		0	0
9. TOTAL CASE DISPOSITIONS		7	336
D. cases (citations / informations) pending at end of month [pending caseload = (A + B) - C9]		105	3,469
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	314	# issued during period	0
2. # served/withdrawn during reporting period	459	<input checked="" type="checkbox"/> Court staff does not process parking tickets	
3. # outstanding at end of reporting period	3,318		

MUNICIPAL DIVISION SUMMARY REPORTING FORM

COURT INFORMATION	Municipality: Belton	Reporting Period: 5/2019
--------------------------	----------------------	--------------------------

V. DISBURSEMENTS			
Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)		Other Disbursements cont.	
Fines - Excess Revenue	\$23,771.20		
Clerk Fee - Excess Revenue	\$2,421.10		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$72.52		
Bond forfeitures (paid to city) - Excess Revenue	\$620.50		
Total Excess Revenue	\$26,885.32		
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)			
Fines - Other	\$11,338.03		
Clerk Fee - Other	\$735.08		
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	\$253.84		
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$1,810.00		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$22.57		
Law Enforcement Training (LET) Fund surcharge	\$513.11		
Domestic Violence Shelter surcharge	\$514.00		
Inmate Prisoner Detainee Security Fund surcharge	\$519.00		
Sheriffs' Retirement Fund (SRF) surcharge	\$761.55		
Restitution	\$110.00		
Parking ticket revenue (including penalties)	\$0.00		
Bond forfeitures (paid to city) - Other	\$1,246.00		
Total Revenue Other	\$17,823.18		
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	\$200.00
		Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$44,908.50
DWI RECOVERY COST	\$200.00	Bond Refunds	\$0.00
		Total Disbursements	\$44,908.50

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Municipal Division Summary Reporting

[◀ Select A Different Action](#)

17th Judicial Circuit - Cass County - Belton Municipal Division

79			Cass
17th			
MDSR	6	Cass	17th
Belton Municipal Divisic	79	new	new
0	Select		

Add June Report +

Show 10 entries

Search:

Reporting Period Year

Reporting Period Month

Reporting Period Year	Reporting Period Month	Action
2019	May	Resubmit
2019	April	Resubmit
2019	March	Resubmit
2019	February	Resubmit
2019	January	Resubmit
2018	December	Resubmit
2018	November	Resubmit
2018	October	Resubmit
2018	September	Resubmit
2018	August	Resubmit

Showing 1 to 10 of 17 entries

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

Are you the Principal/Chief Judge?

Yes No

SECTION VII

C

THE TXRH COMMUNITY IMPROVEMENT DISTRICT
APRIL 1, 2019 – MARCH 31, 2020 BUDGET (FYE-2020)

Expenses:	
Administration	\$ 3,000.00
Insurance	\$ 1,500.00
CID Revenue Note – Debt Service	\$ 40,500.00
Total:	<u>\$ 45,000.00</u>
Income:	
Sales Tax	\$ 45,000.00
Total:	<u>\$ 45,000.00</u>

SECTION VII

D

**Y BELTON COMMUNITY
IMPROVEMENT DISTRICT
APRIL 1, 2019 – MARCH 31, 2020 BUDGET (FY-2020)**

BUDGET MESSAGE:

In connection with the First Amended and Restated Y-Belton Plaza Tax Increment Financing Plan (the "TIF Plan"), the Y Belton Community Improvement District (the "District") was formed as a political subdivision of the State of Missouri on March 25, 2014 by virtue of an ordinance approved by the City Council of Belton, Missouri. The stated purpose of the District is to (i) fund or assist in funding construction of certain public improvements, (ii) facilitate economic development within the District, (iii) issues obligations, as necessary, to finance the costs of CID improvements, (iv) coordinate with public and private entities to plan, implement and finance CID improvements, and (v) impose and collect a Sales Tax and Property Tax within the District. The District adopted a fiscal year of April 1st to March 31.

Important Budget Features:

The District currently imposes a District Property Tax set at a rate of \$1.50 per \$100 of assessed valuation of all real property in the District, provided that in no event shall the per parcel tax exceed \$0.25 per square foot of improved first floor building space. However, the District receives no revenues from the Property Tax revenue as all revenues therefrom are captured as payments-in-lieu of taxes under TIF Plan and deposited directly into the TIF Plan's special allocation fund. The District Sales Tax has not yet been imposed and will not be imposed during the next fiscal year. Any expenses incurred by the District are advanced by the Developer under the TIF Plan and reimbursed to the Developer through the TIF Plan.

In connection with the TIF Plan, the District was formed to (i) fund or assist in funding construction of certain public improvements, (ii) facilitate economic development within the District, (iii) issues obligations, as necessary, to finance the costs of CID improvements, (iv) coordinate with public and private entities to plan, implement and finance CID improvements, and (v) impose and collect a Sales Tax and Property Tax within the District.

The majority activity of the District for the next fiscal year will be to continue to levy the Property Tax to provide additional payments-in-lieu, which are captured by, and administered in accordance with, the TIF Plan.

Major Changes: None

	<u>FYE 2020</u>	<u>FYE 2019</u>	<u>FYE 2018</u>
FUNDS AVAILABLE:			
- Cash on Hand (Beginning of Fiscal Year)	\$	\$	\$
ESTIMATED REVENUE:			
- Property Tax (see above effective 8/26/14)	\$	\$	\$
- Developer Advances	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00
- Interest Earned from	\$	\$	\$
TOTAL ESTIMATED FUNDS AVAILABLE & REVENUE:	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00
ESTIMATED EXPENDITURES:			
- Administrative costs (e.g., insurance)	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
- Bond Trustee Fee	\$	\$	\$
- Legal fees	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
- Audit	\$	\$	\$
- Reserve	\$	\$	\$
TOTAL ESTIMATED EXPENDITURES	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00
FUNDS AVAILABLE:			
- Cash on Hand End of Fiscal Year	\$ -0-	\$ -0-	\$ -0-

SECTION VII

E

**Y BELTON TWO COMMUNITY
IMPROVEMENT DISTRICT
APRIL 1, 2019 – MARCH 31, 2020 BUDGET (FY-2020)**

BUDGET MESSAGE:

In connection with the Second Amended and Restated Y-Belton Plaza Tax Increment Financing Plan (the "TIF Plan"), the Y Belton Two Community Improvement District (the "District") was formed as a political subdivision of the State of Missouri on May 23, 2017 by virtue of an ordinance approved by the City Council of Belton, Missouri. The stated purpose of the District is to (i) fund or assist in funding construction of certain public improvements, (ii) facilitate economic development within the District, (iii) issues obligations, as necessary, to finance the costs of CID improvements, (iv) coordinate with public and private entities to plan, implement and finance CID improvements, and (v) impose and collect a Sales Tax and Property Tax within the District. The District adopted a fiscal year of April 1st to March 31.

Important Budget Features:

The District currently imposes a District Property Tax set at a rate of \$1.50 per \$100 of assessed valuation of all real property in the District, provided that in no event shall the per parcel tax exceed \$0.25 per square foot of improved first floor building space. However, the District receives no revenues from the Property Tax revenue as all revenues therefrom are captured as payments-in-lieu of taxes under TIF Plan and deposited directly into the TIF Plan's special allocation fund. The District Sales Tax has not yet been imposed and will not be imposed during the next fiscal year. Any expenses incurred by the District are advanced by the Developer under the TIF Plan and reimbursed to the Developer through the TIF Plan.

In connection with the TIF Plan, the District was formed to (i) fund or assist in funding construction of certain public improvements, (ii) facilitate economic development within the District, (iii) issues obligations, as necessary, to finance the costs of CID improvements, (iv) coordinate with public and private entities to plan, implement and finance CID improvements, and (v) impose and collect a Sales Tax and Property Tax within the District.

The majority activity of the District for the next fiscal year will be to continue to levy the Property Tax to provide additional payments-in-lieu, which are captured by, and administered in accordance with, the TIF Plan.

Major Changes: None

	<u>FYE 2020</u>	<u>FYE 2019</u>
FUNDS AVAILABLE:		
- Cash on Hand (Beginning of Fiscal Year)	\$ 0.00	\$ 0.00
ESTIMATED REVENUE:		
- Sales Tax Revenue (see above effective 9/01/17)	\$ 0.00	\$ 0.00
- Developer Advances	\$3,000.00	\$3,000.00
- Interest Earned	\$ 0.00	\$ 0.00
TOTAL ESTIMATED FUNDS AVAILABLE & REVENUE:	\$ 0.00	\$ 0.00
ESTIMATED EXPENDITURES:		
-Insurance	\$1,500.00	\$1,500.00
-Legal Fees	\$1,500.00	\$1,500.00
- City Administration Fee (1% of sales tax collected)	\$ 00.00	\$ 00.00
- EATS Payments	\$ 00.00	
TOTAL ESTIMATED EXPENDITURES	\$3,000.00	\$3,000.00
FUNDS AVAILABLE:		
- Cash on Hand End of Fiscal Year	\$ -0-	\$ -0-

SECTION IX

A

AN ORDINANCE APPROVING THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION ROAD RELINQUISHMENT AGREEMENT WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION TO RELINQUISH THE BELTON I-49 OUTER ROAD, 155TH STREET TO 163RD STREET, TO THE CITY OF BELTON ONCE IMPROVEMENTS ARE COMPLETED.

WHEREAS, the City of Belton, Missouri has partnered with the Missouri Department of Transportation (MoDOT) and NorthPoint Development (NorthPoint), the developer for the Southview Commerce Center, to fund the design and construction of improvements for the I-49 Outer Road from 155th Street to 163rd Street; and

WHEREAS, the City of Belton received cost/share funds for this project from MoDOT in the amount of \$976,817 and executed a cost/share agreement between the City and the Missouri Highways and Transportation Commission (Commission) on February 12, 2019 for funding the I-49 Outer Road, 155th Street to 163rd St., per Ordinance 2019-4492; and

WHEREAS, the Council believes it is beneficial to the citizens of Belton to execute the Missouri Highways and Transportation Commission Road Relinquishment Agreement with the Missouri Highways and Transportation Commission for the Belton I-49 Outer Road, 155th Street to 163rd Street Project that will allow drivers an additional route to I-49.

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

SECTION 1. That the Missouri Highways and Transportation Commission Road Relinquishment Agreement with the Missouri Highways and Transportation Commission, herein attached and incorporated as **Exhibit A**, is hereby approved.

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

READ FOR THE FIRST TIME:

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: June 25, 2019

DIVISION: Engineering

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

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

The City has partnered with the Missouri Department of Transportation (MoDOT) and NorthPoint (the developer for the Southview Commerce Center) to fund the design and construction of improvements for the I-49 Outer Road from 155th Street to 163rd Street. Once completed, the Outer Road will be connected from 155th Street to 163rd Street and will allow drivers an additional route to I-49.

The City has applied and received cost/share funds for this project from MoDOT in the amount of \$976,817. Prior to receiving MoDOT cost/share funds, the City is required to enter into a Missouri Highways and Transportation Commission Road Relinquishment Agreement. This Agreement states that the City will own and be responsible for all future maintenance of the Outer Road once improvements are completed.

IMPACT/ANALYSIS:

FINANCIAL IMPACT

Consultant:		Olsson
Amount of Request/Contract:	\$	\$254,299.54 (design)
Amount Budgeted:	\$	\$254,299.65 (design)
Funding Source:		MoDOT Cost/Share and NorthPoint Funds
Additional Funds:	\$	n/a
Funding Source:		n/a
Encumbered:	\$	n/a
Funds Remaining:	\$	n/a

STAFF RECOMMENDATION:

Approve a resolution approving the Missouri Highways and Transportation Commission Road Relinquishment Agreement with the Missouri Highways and Transportation Commission to relinquish the Belton I-49 Outer Road, 155th St. to 163rd St., to the City of Belton once improvements are completed.

LIST OF REFERENCE DOCUMENTS ATTACHED:

- Resolution
- Exhibit A – Road Relinquishment Agreement

CCO FORM: RW27
Approved: 6/97 (DPP)
Revised: 03/17 (AR)
Modified:

Cass County
City of Belton
J4S3399

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
ROAD RELINQUISHMENT AGREEMENT**

THIS AGREEMENT is entered into by the **Missouri Highways and Transportation Commission** ("Commission") and the **City of Belton** ("Agency").

WITNESSETH:

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

(1) PURPOSE: The purpose of this Agreement is to relinquish a portion of the state highway system to the agency.

(2) WORK BY COMMISSION: Prior to any relinquishment or conveyance of the herein state highway to the Agency, the Commission shall perform the following:

The Commission has agreed to provide funding to share in the costs of the Agency's I-49 East Outer Road project and for the Agency to take ownership of the I-49 East Outer Road after construction is complete. The details of the funding agreement are provided in the Cost Share Agreement #2019-01-47918.

(3) WORK BY AGENCY: Prior to any relinquishment or conveyance of the portion of herein state highway to the Agency, the Agency shall perform the following:

- (a) The Agency shall prepare a location survey and quit claim deed suitable for recording with the Cass County Recorder of Deeds. Agency shall provide two (2) printed copies of the location survey.
- (b) After establishment of new right of way boundaries the Agency shall direct the removal of relinquished right of way markers

(4) LOCATION: The general location of the highway to be conveyed is as follows:

I-49 East Outer Road from 155th Street to north of 162nd Street and
I-49 East Outer Road from 162nd St. to 163rd Street.

(5) RELINQUISHMENT: Upon completion of the Agency's roadway improvements occurring on the I-49 East Outer Road, running approximately from 155th Street to 163rd Street, the Commission shall convey to the Agency the portion of the State Highway which is the subject of this Agreement by a quitclaim deed releasing any and all interest the Commission has in the above-described property. The exact legal description of the highway shall appear in the quitclaim deed. The Agency agrees to accept the deed from the Commission. The deed shall be filed with the office of the recorder of deeds in the county where the highway is located.

(6) CLAUSES IN THE DEED: The following clauses will be included in the quitclaim deed from the Commission to the Agency, where in the Commission is referred to as "Grantor" and the Agency is referred to as "Grantee":

The Grantee, by acceptance of this conveyance, covenants and agrees for itself, its successors and assigns, to allow known or unknown utility facilities currently located on the property, whether of record or not, to remain on the property, and to grant the current and subsequent owners of those facilities the right to maintain, construct and reconstruct the facilities and their appurtenances over, under, and across the land herein conveyed, along with the right of ingress and egress across the land herein conveyed to and from those utilities.

By conveyance through this quitclaim deed, the Missouri Highways and Transportation Commission makes no claim to the resulting title of the above-described property and is merely releasing whatever interest it has to the Grantee.

(7) MAINTENANCE BY COMMISSION: Prior to conveyance of the highway, the Commission shall maintain the highway as part of the state highway system. Upon conveyance of the highway to the Agency, Commission's responsibility to maintain the highway shall cease and the highway will no longer be considered a part of the state highway system.

(8) MAINTENANCE BY AGENCY: Upon conveyance by the Commission as shown by the date on the quitclaim deed, Agency shall maintain the highway as part of Agency's system.

(9) FUTURE REPAIR: After conveyance of the highway to the Agency, the Commission may agree to perform future repair to the highway. Any future repair by the Commission shall only be by a separate written agreement between the Commission and the Agency. The cost of any future repairs by the Commission shall be identified by the separate agreement and shall be the responsibility of the Agency.

(10) COMMISSION REPRESENTATIVE: The Commission's district engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written

notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(11) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The Agency shall comply with all state and federal laws and regulations relating to the performance of this Agreement.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by Agency this _____ day of _____, 2019.

Executed by the Commission this _____ day of _____, 2019.

**MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION**

CITY OF BELTON

Title _____

By: _____
Title _____

ATTEST

ATTEST

Secretary to the Commission

By: _____
Title _____

Approved as to Form:

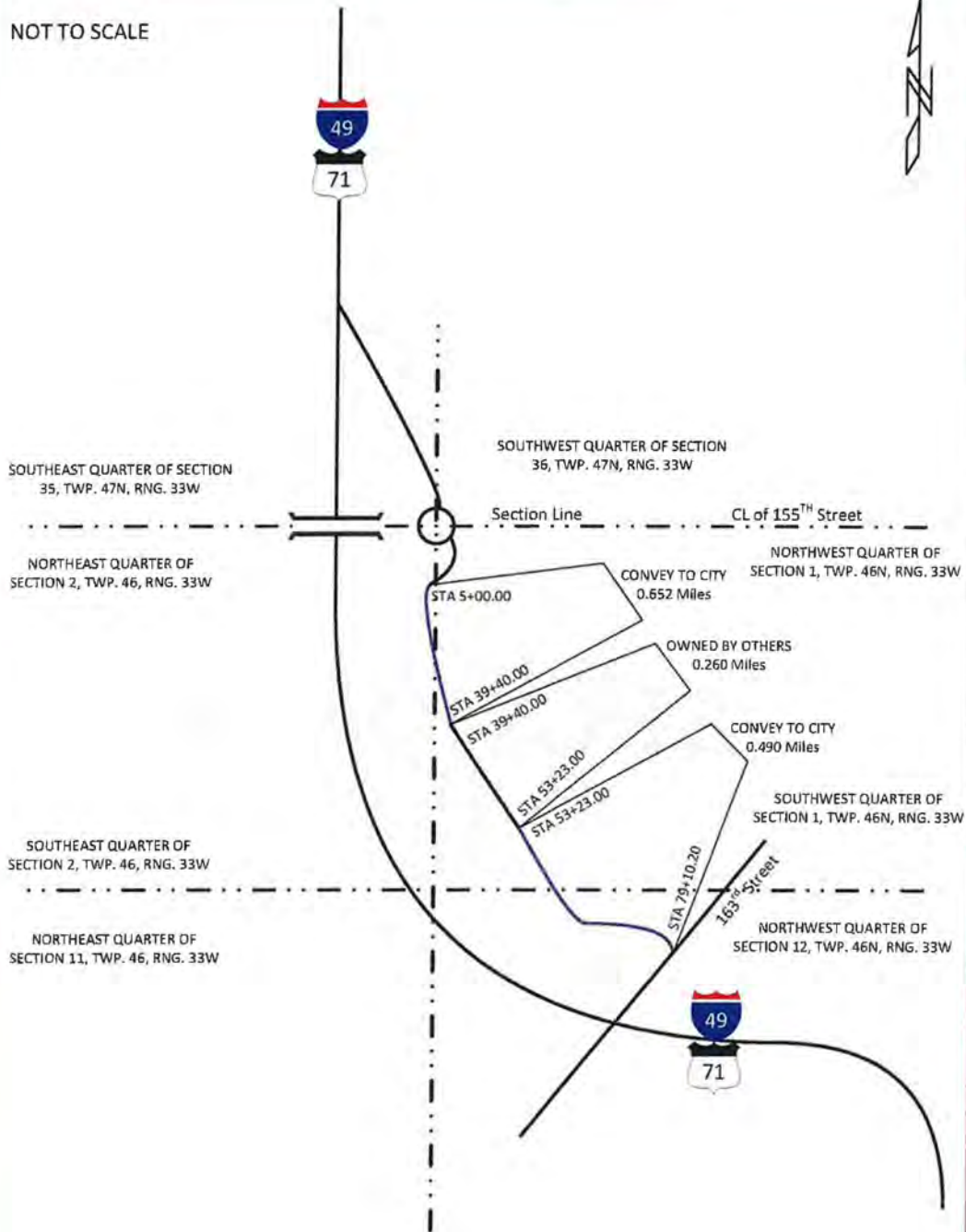
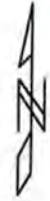
Approved as to Form:

Commission Counsel

Title _____

Ordinance No. _____

NOT TO SCALE



LEGEND	
	= CONVEY BY QUIT CLAIM DEED TO CITY

CITY OF BELTON

EXHIBIT A
 CONTRACT BETWEEN MISSOURI HIGHWAYS AND
 TRANSPORTATION COMMISSION
 -AND-
 CITY OF BELTON, CASS COUNTY, MISSOURI

SECTION IX

B

AN ORDINANCE OF THE CITY OF BELTON, MISSOURI AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH WCA OF MISSOURI, LLC FOR THE PROVISION OF WASTE DISPOSAL SERVICES FOR THE CITY OF BELTON, IN ACCORDANCE WITH THE REQUEST FOR PROPOSAL RFP 19-003.

WHEREAS, to ensure the provision of quality waste disposal service for the residents of the City of Belton, at an economically competitive rate, the City did issue RFP 19-003; and

WHEREAS, WCA of Missouri, LLC (“**WCA**”) submitted a completed and responsive proposal to RFP 19-003, and the City has determined WCA’s proposal will provide the desired quality customer service and economically competitive rates for solid waste services; and

WHEREAS, The City has determined that WCA is the lowest, best, and most responsive bidder under RFP 19-003; and

WHEREAS, City staff has negotiated the terms of a proposed contract with WCA, attached hereto as **Exhibit A**, which is specifically negotiated to ensure that the citizens of the City of Belton receive high quality customer service from a responsive waste collection services provider at rates significantly lower than those an individual citizens could receive; and

WHEREAS, the City Council finds that the provision of solid waste disposal services to the citizens of Belton is in the best interest of the public health, safety and welfare.

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

Section 1. The City Council hereby approves and authorizes the City Manager to execute in substantially similar form the contract attached hereto as **Exhibit “A”** for and on behalf of the City of Belton.

Section 2. The City Manager is authorized to approve payments, charges and billing services for the solid waste disposal services provided to the City of Belton and its citizens.

Section 3. The City Manager is authorized and directed to work with representatives of WCA of Missouri, LLC in transitioning to centralized solid waste disposal services in the months preceding the commencement of said services.

Section 4. Effective Date. This Ordinance shall take effect and be in full force from and after its passage and approval.

Section 5. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

READ FOR THE FIRST TIME:

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: June 25, 2019

DIVISION: ADMINISTRATION

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

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

ISSUE/RECOMMENDATION:

Award of Contract – Solid Waste Disposal – WCA, Harrisonville, Mo.

PROPOSED CITY COUNCIL MOTION:

Approve Ordinance awarding contract for Solid Waste Disposal, as outlined, to WCA

BACKGROUND/JUSTIFICATION:

On May 16, 2019 the City Council voted to cancel the current solid waste contract with Jim’s Disposal, effective July 19, 2019, and approved the issuance of Request for Proposals (RFP) #19-003, for a new solid waste vendor to commence the week of July 22, 2019.

In addition, on May 16, the City Council authorized the City Manager to purchase 96 Gallon Carts, One (1) for each resident currently eligible for trash services. Those carts, “Toter”, were ordered via competitively bid Sourcewell contract, from Wastequip, on May 17, 2019. Delivery began June 17, 2019 and will continue through June 28, 2019.

Six (6) companies responded to the RFP. Three (3) provided responsive proposals; Two (2) replied with “No Bid”; and one (1) of the six (6) was deemed to be "non-responsive" in that they did not follow the directions nor complete appropriate documents as required within the RFP.

Company	Solid Waste/Yard	Add'l Tip	Recycling: Separated by Commodity, City Staffed Center	Recycling: Curbside	Consider Future Curbside Recycling	Prior Municipal Experience
Constable Sanitation	\$13.45	\$2.00	No bid	\$4.30-\$7.69	Yes	No
WCA	\$13.81	\$4.00	\$295/Load (30 Yd)	Negotiable	Yes	Yes
Republic	\$19.55	\$5.00	\$205/Load (20 Yd)	\$9.00 Adjusted Qrtly	Yes	Yes
City Staffed Recycling Facility Cost			Estimated: \$1.50-\$2.50 per household			
<i>American Waste Mgmt</i>	No Bid					
<i>KC Disposal</i>	Non-Responsive					
<i>Waste Mgmt</i>	No Bid					

Staff interviewed two (2) of the RFP respondents and is recommending WCA based on the following elements of the proposal.

Customer Service

Proven capacity and resources to satisfactorily and effectively provide services to Municipal Operations.

Solid Waste:

Provide automated pick-up of City-provided 96 gallon carts (reduced sizes of 65 and 48 where requested) with negotiated rate of \$13.81 per month. (Original rate: \$14.26) **NOTE: All trash must fit into cart.** Should customers desire/need to add a cart there will be an additional tipping fee of \$4.00 (Original rate \$5.00)

Carts:

Each resident is provided with a standard 96 gallon solid waste Toter cart. Hardship customer(s) receive 48 gallon carts. 65 Gallon carts have been purchased (a minimal amount) for customers who wish to downsize their 96 gallon cart to 65 gallon, and may contact the City of Belton commencing the week of August 26, 2019 for a possible exchange.

There will be a monthly charge of \$1.80 included in the monthly solid waste fee each month for cart. (Once the carts have been paid, over 3 years, the fee will be reduced – a small amount will be recommended to remain for future maintenance and necessary cart purchases due to growth and replacement.)

Additional carts are available for .90 cart/month (with an additional tipping fee of \$4.00 as listed above).

Yard Waste:

Provide year-round weekly collection of up to ten (10) properly bagged/bundled yard waste (included in cost of Solid Waste above). Yard waste **MUST** be placed in recyclable paper bags. Bundled items are limbs not exceeding 3-feet in length and 18-inches in diameter. Yard waste will be picked up on the normal solid waste day for a resident. Dirt and rocks are not allowed as yard waste.

Additional Trash/Yard Waste:

Additional trash or yard waste is allowed with usage of tags. Additional tags (sheet of five (5) may be purchased from the City, at a pass-thru cost to citizens of five (5) tags for \$6.50 (they must be purchased by the sheet).

Recycling by City Staffed Center:

Due to the unsustainability of curbside recycling, it is the recommendation of staff for the City to no longer provide curbside service. However, should the Council choose to consider recycling, a city staffed recycling center could be established. This recycling center would separate items by commodity (aluminum, cardboard, plastic, tin, etc) so as to eliminate contamination and increase the quality of recycling to help facilitate acceptance at a designated recycling facility. Due to the volatility in the recycling industry, WCA would work closely with the City to provide current market information as to what commodities are accepted within the facility in order to guide the type of recycling accepted at the Center.

Comment: It is the recommendation of staff to suspend recycling services until January of 2020 to allow time for trash and yard waste contract implementation. In the meantime, the City will research and bring back to the Council the criteria needed to set-up a City staffed recycling center, (exact location yet to be determined). The cost for a city-staffed recycling center would add \$1.50--\$2.50 per month to each customer invoice (the cost is contingent upon location and set-up). This will allow for the tipping cost of \$295 per 30 yard recycling bin and one (1) additional staff person to man the center.

Bulky Items:

Residents will be allowed one (1) bulky item at the curb per month. The exact schedule for bulky items will be communicated to all customers when scheduled. Additional bulky (see: "Special Item Pick-Up" below) items can be scheduled for pick-up for a fee.

In addition, the City will continue to co-sponsor Household Hazardous Waste (HHW) day on an annual basis in conjunction with the City of Raymore. Note: In 2019, the HHW is Saturday, September 7th at Eagle Glen Intermediate School, 100 S. Foxridge Road, Raymore, Mo.

Special Item Pick-up:

Residents are eligible to have items picked-up on an as needed basis for an additional cost. The cost will be based on material and volume. The customer will contact WCA directly for quote to schedule service and they will be billed independently for this service. If an item is "scavenged" prior to pick-up, the resident will not be charged.

Hardships:

Provide personal service from home front to curb and back to home front.

Note: to be considered for hardship service, customer must show proof from doctor that they are unable to physically move trash cart.

Holidays:

WCA recognizes three (3) Holidays per Year: Thanksgiving Day, Christmas Day, and New Year's Day.

On the weeks where these days fall, the remaining week's trash days will move back one (1) day from when the holiday occurs.

Plan of Transition:

WCA and the City of Belton will work together to provide a complete plan to customers. It includes a custom webpage for the City of Belton via WCA website; introductory flier or post card to all customers detailing information on collection day, yard waste, additional waste tags, bulky info, holiday schedule and with information about WCA; information on City of Belton webpage; and an interactive map for customers to determine day of service.

Pick-up Days:

Residential pick-up in Belton will occur five (5) days/week: Monday through Friday, with WCA providing a route map (at the June 25, 2019 meeting) to the City.

Term:

Three (3) year contract commencing July 22, 2019

The contract allows for two (2), two-year extensions (total of 7 years) beyond the initial three (3) year period if both parties agree.

Annual Rate Adjustment:

After the initial contract year, the Consumer Price Index (CPI) will be used to determine any increases that would occur for the following year. The City shall be notified by March 1 each year of any increases that may occur effective on the initial service day of July 22. If not notified by said date, the price would hold for the next year.

Additional Information:

In May 2019, local haulers were contacted to provide a sampling of current market rates for a new customer. Below is a brief outline of rates/information:

Company	Trash	Recycling	Yard Waste	Environmental Service Charge %
American Waste	\$33.00	Add'l	Add'l	
KC Disposal	\$23.32	8.00	\$7.50	
Waste Management	\$27.00	Add'l	Add'l	\$5-\$10
WCA (call-in rate)	\$71.00 Qtrly	Add'	Add'l	

STAFF RECOMMENDATION:

Staff recommends award of contract to WCA

Company	Solid Waste/Yard	Cart Cost	Add'l Cart Cost	Add'l Tipping Fee for Extra Cart	Recycling: Separated by Commodity, City Staffed Center	Consider Future Curbside Recycling	Prior Municipal Experience
WCA	\$13.81	\$1.80	\$0.90	\$4.00	\$295/Load (30 Yd)	Yes	Yes

Price Breakdown

Trash & Yard Waste Only (1 Cart) \$15.61
Trash & Yard Waste Only (2 Carts) \$20.51

Trash, Yard Waste and Recycling Center (1 Cart) \$17.11 -- \$18.11
Trash, Yard Waste & Recycling Center (2 Carts) \$22.01 -- \$23.01

Additional Trash/Yard Waste Tags: \$6.50 (sheet of 5; interchangeable)

LIST OF REFERENCE DOCUMENTS:

Six (6) current customer references were provided and all were called. They include:

- City of Platte Woods, Missouri
- City of Smithville, Missouri
- Kansas City Regional Purchasing Cooperative (Fairway, Westwood, Roeland Park)
- City of Riverside, Missouri
- City of Lake Winnebago, Missouri
- City of Peculiar, Missouri

Here is a summary of comments provided by all reference contacts:

WCA has provided extremely positive service over the last two (2) years. All noted there was an issue when Town & Country sold and stopped providing service; however, they stated when WCA came in and established their own staff, customer service improved; stating there have been no problems beyond the occasional truck going down or unexpected driver illness. Noting when there is an issue of this nature WCA's communication with the City is immediate; further stating their customer service is very good and the interaction between their drivers and the community is positive.

On a scale of 1 to 10 (1 = low, 10 = high), All of the references ranked them at eight (8) or above.

EXHIBIT A

**CONTRACT FOR WASTE COLLECTION SERVICES
Residential Waste Collection**

This Contract for Waste Collection Services, hereafter referred to as the **Contract**, is made this ____ day of _____, 2019, between WCA of Missouri, LLC, an entity organized and existing under the laws of the State of Missouri, with its principal office located at _____, hereafter referred to as the **Contractor**, and The City of Belton, Missouri, a Charter City organized and existing under the laws of the State of Missouri, with its principal office located at 506 Main Street, Belton, Missouri, hereafter referred to as the **City**.

This contract and applicable attachments represent the entire understanding and agreement between the parties and no oral, implied, alterations or variations to the contract will be binding on the parties, except to the extent that they are in writing and signed by the parties hereto. This contract shall be binding upon the heirs, successors, administrators, executors and assigns of the parties hereto. In the event there are any inconsistencies in the provisions of this contract and those contained in the proposal they will be resolved in accordance with the terms of this contract.

This contract is effective as of _____ and coincidental with the City Manager's signature and attestation by the City Clerk and shall remain in effect as described within the attachments.

**ARTICLE I
CONTRACTOR'S WORK**

Section 1.1. Contractor Performance. Contractor agrees to perform all work and provide all materials as specified in Request for Proposals RFP 19-003, the work as described in Appendix A of this Contract, and the General Terms and Conditions in Appendix C, commonly referred to as General Terms and Conditions and according to the Agreement set forth here (the documents referred to in this section may be referred to collectively as the "**Contract Documents**" all of said Contract Documents are attached hereto and incorporated as if fully set forth herein). Contractor agrees to provide all labor, materials, tools, permits, and/or professional services and to perform the contracted work in accordance with all specifications, terms and conditions as set forth within RFP 19-003, including insurance and termination clauses as needed or required. The work as specified in Appendix A may commence upon scheduling and approval of the City.

Section 1.2. Price. The awarded Contractor shall agree to offer the prices and the terms and conditions offered herein to the City of Belton, Missouri.

**ARTICLE II
TIME OF COMMENCEMENT AND COMPLETION**

Section 2.1. Effective Date. This contract is effective as of _____ and coincidental with the City Manager's signature and attestation by the City Clerk and shall remain in effect as

described within the attachments.

Section 2.2. Initial Term and Renewal Terms. The City desires to enter into a contract for three (3) years (“**Initial Term**”). After the Initial Term, the City Council of the City may approve two, two-year extensions (“**Renewal Terms**”) for a potential total term of seven (7) years. The work as specified under this Contract would begin _____, 2019, and continue through _____, 2022, unless cancelled by the City according to the provisions in **Article VII** of this agreement.

ARTICLE III CONTRACT SUM AND PAYMENT

Section 3.1. City Payment. In consideration of the Contractor’s agreement to perform all work described in the Contract Documents, the City agrees to pay the Contractor as outlined below.

Section 3.2. Payment subject to deductions. The City’s agreement to pay the Contractor as outlined below in **Article IV** and elsewhere in this Contract is subject to deductions provided for in **Article IV** and **Article VI**.

ARTICLE IV CONTRACT PAYMENT

Section 4.1. Payment for completed work. The City agrees to pay the Contractor for the completed work as follows:

- (a) The City will monthly provide a list of addresses where services are to be performed. The Contractor will bill the City monthly based on the service list as provided by the City.
- (b) The Contractor agrees that the City may withhold any and all payment for damage or destruction, blatant or otherwise, incurred to the City’s property caused by poor performance or defective equipment or materials or personnel employed or utilized by the Contractor. The City will be the sole judge as to the sufficiency of the work performed by Contractor.
- (c) The City shall pay the Contractor within 30 days of receipt of invoice.
- (d) After the initial year of the Initial Term and any years of a potential Renewal Term, increases in charges imposed by the Contractor for the next year shall be controlled by the Consumer Price Index calculated according to the provisions of Appendix B. The City shall be notified by July 1st each year of any increases that may occur pursuant to the Consumer Price Index. If not notified of any proposed change in price, along with the calculations produced by the Consumer Price Index, by said date the price will remain unchanged for the next year.
- (e) Payment shall be made upon receipt of invoices as outlined in Appendix C.
- (f) Third party payment agreements will not be accepted by the City.

Section 4.2. Penal for violation of Section 292.675, RSMo. In the event that the Missouri Department of Labor and Industrial Relations has determined that a violation of Section 292.675, RSMo, has occurred and that a penalty as described in **Section XII** shall be assessed, the City shall withhold and retain all sums and amounts due and owing to the Missouri Department of Labor and Industrial Relations when making payments to Contractor under this Contract.

ARTICLE V INSURANCE REQUIREMENTS

Section 5.1. Insurance requirements. Insurance shall be provided as outlined in the General Terms and Conditions Appendix C to the Contract.

ARTICLE VI DAMAGES/DELAYS/DEFECTS

Section 6.1. No monetary damage to the City. The City will not sustain monetary damage if the whole or any part of this Contract is delayed through the failure of the Contractor and/or his sureties to perform any part or the whole of this Contract. Thus, if at any time the Contractor refuses or neglects to supply sufficiently skilled workmen or proper materials, or fails in any respect to execute the Contract, including extras, with the utmost diligence, the City may take steps deemed advisable to promptly secure the necessary labor, tools, materials, equipment, services, etc., by contract or otherwise, to complete whatever portion of the contracted work which is causing delay or is not being performed in a workmanlike manner.

Section 6.2. Contractor and sureties liable. Contractor and/or their sureties will be liable to the City for any cost for labor, tools, materials, equipment, services, delays, or claims incurred by the City to finish the work.

Section 6.3. Storage and removal of materials and equipment. Contractor will store, contain, or remove all debris, materials, tools, equipment and vehicles at the end of each day so that no hazardous or dangerous situations are created by the Contractor within the City.

Section 6.4. Contractor's repair of damage. Contractor will promptly (and within 7 days of receiving notice thereof) repair all damage to public and private property caused by their agents or employees. Should damages not be promptly repaired (within 7 days of receiving notice thereof), the City will authorize the hiring of another Contractor or vendor with the necessary and applicable qualifications, to do the repairs. The original Contractor agrees to promptly pay for the services of any such Contractor or vendor hired to do such repairs within 10 days of completion of the repairs.

Section 6.5. Contractor's duty to report. Contractor shall immediately report, to the City, or a duly authorized representative, any accident whatsoever arising out of the performance of this contract, especially those resulting in death, serious injury or property damage. Contractor must

provide full details and statements from any witnesses.

ARTICLE VII RESPONSIBILITIES

Section 7.1. City's responsibility to provide information. The City shall provide all information or services under their control with reasonable promptness and designate the City Manager, or their designee (in writing) to render decisions on behalf of the City and on whose actions and approvals the Contractor may rely.

Section 7.2. Contractor's responsibility. The Contractor's responsibilities and obligations under this agreement are accepted subject to strikes, outside labor troubles (including strikes or labor troubles affecting vendors or suppliers of Contractor), accidents, transportation delays, floods, fires, or other acts of God, and any other causes of like or different character beyond the control of Contractor. Impossibility of performance (but not simply frustration of performance) by reason of any legislative, executive, or judicial act of any governmental authority shall excuse performance of, or delay in performance of this agreement. The City and the Contractor shall agree upon any delay or cancellation of performance and execute an agreement in writing documenting the excuse of performance or delay in performance of this agreement. In the event Contractor is unable to perform, the Contractor shall notify the City accordingly and shall cooperate with the City to establish alternative collection and disposal efforts, including but not limited to subcontractors or temporary assignment of this agreement.

Section 7.3. Contractor's duty to provide necessary materials and equipment. Contractor agrees to provide all materials, labor, tools, and equipment necessary to perform and complete the Contract as specified.

Section 7.4. Condition of equipment. All equipment will be of such a type and in such condition so as not to cause any damage to City property or the community at large. All equipment used within the jurisdictional boundaries of the City will meet the minimum requirements of OSHA (Occupational Safety Health Administration) and related federal, state, county, and city agencies and regulations, including but not limited to EPA (Environmental Protection Agency) and the NESHAPS (National Emission Standards for Hazardous Air Pollution). All material will be of a type and quality acceptable to the City, and which will not cause injury to property or persons.

Section 7.5. Contractor supervision. Contractor will supervise and direct the work performed, and shall be responsible for their employees. Contractor will also supervise and direct the work performed by subcontractors and their employees and be responsible for the work performed by subcontractors hired by the Contractor. Contractor shall not assign its responsibilities to any subcontractor without the prior written agreement of the City which may be granted at the sole discretion of the City.

Section 7.6. Contractor's duty to obtain licenses and permits. Contractor agrees to obtain and maintain, during the term of this contract, the necessary licenses and permits required by federal, state, county and municipal governments to perform the services as required by this contract. Contractor shall bear the cost of any permits which he is obligated to secure. Contractor will also

ensure any subcontractors hired will obtain the necessary licenses and permits as required.

Section 7.7. Contractor's duty to comply with laws and regulations. Contractor agrees to comply with all applicable Department of Transportation, federal, state, county, and municipal laws and regulations, including, but not limited to, affirmative action, equal employment, fair labor standards and all applicable provisions of the Occupational Safety and Health Act of 1970, as amended. Contractor agrees to ensure subcontractors and their employees comply with all applicable laws and regulations aforementioned.

Section 7.8. General compliance with all laws and regulations. Contractor also agrees to be, at all times, in full compliance with any and all applicable federal, state and local laws and regulations as they may change from time to time.

ARTICLE VIII CANCELLATION AND/OR TERMINATION OF AGREEMENT

Section 8.1. Termination with cause. If Contractor fails to perform his duties as specified in this Contract, the City through its appointed representative, shall notify the Contractor to correct any default(s) under the terms of this contract. Such notification may be made in writing, and delivered via certified mail, facsimile or e-mail. If the Contractor fails to correct any default(s) after notification of such default(s), the City shall have the right to immediately cancel and/or terminate this agreement by giving the Contractor ninety (90) days written notice, and delivered via certified mail, facsimile or e-mail. If the Contractor fails to correct any default(s) after notification of such default(s) and the default(s) are of such that they endanger the health, safety and/or welfare of the residents of Belton, City may terminate this contract immediately and retain the services of an alternative contractor to perform the solid waste disposal services contemplated under this contract for up to ninety (90) days, for which Contractor may be held liable for such costs. In the event this agreement is terminated with cause, the City may hold as retainer the amount needed to complete the work in accordance with bid specifications and/or apply any pending credits to the final invoice.

Section 8.2. Termination without cause. The City may cancel or terminate this agreement at any time without cause by providing ninety (90) days written notice, by certified mail, facsimile or e-mail to the Contractor. In the event that this agreement is terminated without cause, the City shall pay for all work completed through the effective date of cancellation.

Section 8.3. Cancellation notice not relieve Contractor. Any contract cancellation notice shall not relieve the Contractor of the obligation to delivery and/or perform on all outstanding requirements of this agreement and orders issued prior to the effective date of cancellation.

Section 8.4. Waiver. Waiver by the City of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any term, covenant or condition. No term, covenant, or condition of this Contract can be waived except by written consent of the City, and forbearance or indulgence by the City in any regard whatsoever shall not constitute a waiver of same to be performed by the Contractor of the term, covenant or condition, the city shall be entitled to invoke any remedy available to it under the Contract or by law despite any such

forbearance or indulgence.

Section 8.5. Payment not proof of satisfaction. No payment made under this Contract shall be proof of satisfactory performance of the Contract, either wholly or in part, and no payment shall be construed as acceptance of deficient or unsatisfactory services.

Section 8.6. Use of performance bond. If the Contractor fails to comply with or perform a material term of this Contract and has not corrected said non-compliance or failure to perform within any applicable timelines, the City may call upon and draw from the Contractor's performance bond required by this Contract.

ARTICLE IX DEFAULT AND REMEDIES

Section 9.1. Dispute resolution. In case of a dispute, the Contractor and the City may each agree to appoint a representative, who, together, shall select a third-party attorney in good standing and licensed to practice law in Missouri, to arbitrate the issue. Resolution of the issue will be binding upon both parties. The arbitrator may allocate damages, costs, and reasonable attorneys fees between the parties.

- (a) If Contractor shall be in material default or breach of any material provision of this agreement, City may terminate this agreement pursuant to **Article VIII**, suspend City's performance, withhold payment or invoke any other legal or equitable remedy after giving Contractor ninety (90) days written notice and opportunity to cure such default or breach.
- (b) If City shall be in material default or breach of any material provision of this Contract, Contractor may terminate this contract or suspend Contractor's performance after giving City ninety (90) days written notice and opportunity to cure such default or breach.

ARTICLE X WARRANTY

Section 10.1 Workmanship. Contractor warrants that all workmanship shall be of good quality, in conformance with bid specifications.

Section 10.2 Contractor's customer service. Contractor shall comply with the "Customer Service Standards" as established by Appendix A item 17 of this Contract. In addition, the Contractor shall designate individuals as the "Belton Customer Representatives" who shall have the primary duty and responsibility to answer Belton citizens customer service complaints received by the Contractor from residents of the City.

ARTICLE XI AFFIDAVIT of WORK AUTHORIZATION

Section 11.1. Worker Authorization. Pursuant to 285.530 RSMo, the Contractor must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by:

(a) submitting the attached AFFIDAVIT OF WORK AUTHORIZATION
and

(b) providing documentation affirming the bidder’s enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.

E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of the following two pages of the E-Verify Memorandum of Understanding (MOU): 1) a valid, completed copy of the first page identifying the bidder and 2) a valid copy of the signature page completed and signed by the bidder, the Social Security Administration, and the Department of Homeland Security – Verification Division.

**ARTICLE XII
ENTIRE AGREEMENT**

Section 12.1 Entire agreement. The parties agree that this constitutes the entire agreement and there are no further items or provisions, either oral or otherwise.

IN WITNESS WHEREOF, the parties hereunto have executed two (2) counterparts of this agreement the day and year first written above.

THE CITY OF BELTON, MISSOURI

By: _____
Alexa Barton, City Manager

Attest: _____
Andrea Cunningham, City Clerk

(SEAL)

WCA OF MISSOURI, LLC

By: _____
Title: _____

Attest: _____

**APPENDIX A
SCOPE OF SERVICES AND SPECIAL PROVISIONS**

Residential Waste Collection

CITY OF BELTON, MISSOURI

RFP 19-003

The solid waste collection service shall conform to all City of Belton ordinances regarding solid waste, yard waste, and recyclables and the following specifications or better.

1. **Residential Dwelling Unit** – Residential Dwelling Unit - is defined as any single home, two family unit, four family unit, all condominiums/town homes up to four (4) units per building, and all apartment complexes up to four (4) units per building serviced with individual carts.
2. **Excluded Residential Dwelling Units** - Any residential dwelling unit within a community that has private streets, private street lights, total maintenance provided including street maintenance, cleaning, snow removal, yard maintenance, home exterior maintenance including painting and roof replacement, and sidewalk snow removal shall be excluded from this contract. At this time the City has identified the following communities/subdivisions which shall be considered Excluded Residential Dwelling Units; however, this list may not be complete; therefore, it should be considered as including but not limited to the following communities:

Manufactured Home Communities including:

Crown Communities, 1325 E. Cambridge
Lazy Acres, 401 Leisure Lane
Oakhill, 1501 N. Scott Avenue
Peaceful Homes, 533 N. Scott
Plaza Acres, 803 Plaza Acres
Southfork, 1301 N. Scott
Springdale Lake Estates, 5 Springdale Dr.
Tuscany Village, 305½ N. Scott

The Cottages
Greenleaf Estates
Holiday Drive
Twin Oaks Duplexes, N Oak/Sunny Dr/Sunny Cir/Hargis/Shady Ln

An exact list of those addresses within these communities/subdivisions which shall be excluded will be agreed upon by the City and the Contractor prior to the beginning of services as outlined in this contract. This list may be expanded by ten (10) days written notice provided to Contractor by the City.

3. **Curb Collection** – The Contractor shall provide:
 - a. Solid waste and yard waste, collection and disposal service to all residential dwellings (including condominiums) within the corporate limits of the City,

except as to the Excluded Residential Dwelling Units. There shall be once-a-week, year-round collection of solid waste and yard waste from the curb of the premises. On collection days all refuse carts shall be placed at a designated collection point, at curb/edge of road. Refuse carts shall be returned to the original point of placement. City shall work with Contractor to provide information and educational materials through City wide mailings and postings on social media as to the proper placement of refuse carts and acceptable forms of containers for solid waste and yard waste. The Contractor will not be required to collect refuse from the inside of the buildings. As listed above, the City has twelve (12) communities that shall be excluded from these services and shall not have charges assessed against the units within them. Contractor will have no responsibility for pickup within them.

b. Agreement to provide alternate recycling proposals as outlined:

i. Recycling bins to a City of Belton Centralized, Secure, and Manned Recycling Location with delivery of segregated recyclables to a qualified recycling center. Contractor will provide information and educational assistance to City staff as to appropriate segregated recycling and assist with postings on social media as to the proper sorting of recycling; and

ii. Alternate: agree to provide year-round recyclable collection and disposal at a qualified recycling center on a subscription basis to any resident who has signed up for the service at the start-up of the contract or as agreed to in Contractors transition period. On collection days all recycling carts shall be placed at a designated collection point. City shall work with Contractor to provide information and educational materials through City wide mailings and postings on social media as to the proper placement of recycling carts and allowed recyclables. The Contractor will not be required to collect recycling from the inside of the buildings.

iii. Alternate: agree to provide year-round recyclable collection and disposal at a qualified recycling center on a subscription basis to any resident who has signed up for the service **at such time as both Contractor and City agree recycling has stabilized**. Should this occur, on collection days all recycling containers shall be placed at a designated collection point. City shall work with Contractor to provide information and educational materials through City wide mailings and postings on social media as to the proper placement of recycling containers and allowed recyclables. The Contractor will not be required to collect recycling from the inside of the buildings.

4. **House line Service to Hardship Customers** - Hardship Customers shall be defined as medically disabled or elderly residential customers as approved by the City; currently the count is 48. A list of Hardship Customers shall be provided by the City to the Contractor and updated at least monthly with notice to the Contractor as provided herein:

a. The Contractor shall collect once weekly from each Hardship Customer the solid waste and yard waste placed in front of the Hardship Customer's residence, anywhere between the residence and the street.

b. In accordance with Appendix A (3) (b) (ii & iii) of this document, listed above, if a Hardship Customer has subscribed to the additional recycling service, the

Contractor shall collect once weekly from each Hardship Customer the recycling placed in front of the Hardship Customer's residence, anywhere between the residence and the street.

C. Cart(s) of Hardship Customers shall be returned to the original point of placement in front of the Hardship Customer's residence by Contractor.

5. **Collection Vehicles** – Contractor and - if used - subcontractors shall furnish the necessary vehicles for the collection of solid waste, yard waste, and recyclables in non-leakable vehicles provided with tops or coverings to guard against spillage, and shall conceal said contents from view; said vehicles to be kept covered or closed at all times except when being loaded or unloaded.
6. **Collection Guarantee** - Contractor shall utilize GPS technology to monitor truck location and vehicle stops on collection routes. Contractor shall supply the City with online access to the GPS service for monitoring. In addition, Contractor shall ensure each truck will be equipped with a video camera to document pickup.
7. **Serial Number Tracking** – City of Belton is purchasing carts with imbedded serial numbers. Serial numbers with addresses are available to awarded Contractor upon request.
8. **Definitions** – Whenever the terms “solid waste,” “yard waste,” or “recyclables” is used in these specifications, it shall be construed as follows:

Solid Waste: All semi-solid and solid waste derived from and used during the procurement, storage, processing, cooking and consumption of food materials of animals, vegetable or synthetic origin which are intended for and are used by residents, for the refreshment or sustenance of human beings or animals. For those declining recycling services, items listed as recycling below may also be considered solid waste. Solid waste shall not include household hazardous waste such as wet paint, pesticides, strong cleaning agents, tires, auto batteries, and combustibles of all kinds. Solid waste shall not include ashes stored in ash pits, parts of trees, bushes and soil, mortar, plaster, concrete, bricks, stone, gravel, sand and all waste or leftover materials resulting from grading, excavation, construction, alteration, repair or wrecking of buildings, structures, walls, roofs, roads, streets, walks or other facilities and such items of rubbish whose weight, size, dimension, and shape require more than one able-bodied person for removal.

Potential Recyclables means the following –

Containers:

- Aluminum and metal food cans
- Aluminum trays and foil
- Aseptic packaging and gable top containers (milk and juice cartons)
- Steel cans and tins

Plastics:

- PET soda, milk, water, and flavored beverage bottles (#1 clear and green plastic resin)
- HDPE detergent and fabric softener containers (#2 colored plastic resin)
- PVC narrow neck containers only (#3 plastic resin); examples include health and beauty aid products, household cleaners
- LDPE grocery containers (#4 plastic resin); examples include margarine tubs, frozen dessert cups, six and twelve pack rings)
- PP grocery containers (#5 plastic resin); examples include yogurt cups, narrow neck syrup and ketchup bottles
- #7 plastic resin grocery – narrow neck containers only

Paper:

- Newspaper, including inserts (remove plastic sleeve)
- Magazines, catalogues and telephone books
- Kraft (brown paper) bags
- Office, computer, notebook and gift wrap paper
- Chipboard (cereal, cake and food mix boxes, gift boxes, etc.)
- Carrier stock (soda and beer can carrying cases)
- Junk mail and envelopes
- Paper back books (does not include hard cover books)
- Cardboard (no waxed cardboard)
- Telephone Books

The vendor is to list actual recyclables they will provide recycling containers for pickup for on the Proposal Form E.

Yard waste: Yard waste includes grass clippings, leaves, vines, hedges and shrub trimmings, tree trimmings, and tree limbs. Residents may bundle limbs with twine or rope (bundle dimensions must not exceed 3-feet in length and 18-inches in diameter.) Yard waste does not include dirt or rocks.

Large Household Items: Contractor will provide collection and disposal of one Large Household Item per residential unit per month free of charge (**date to be defined by the contractor**). Residents shall contact the Contractor 48-hours in advance of the pick-up day to notify the Contractor of the Large Household Item pick-up. Any additional Large Household Items placed at the curb will be subject to an additional fee as outlined in the RFP and will be billed directly to the resident by the Contractor. Large household items mean those items other than normal household trash including, but not limited to: appliances, furniture, and any other items which cannot be safely and conveniently loaded into a solid waste transportation vehicle. Specifically excluded are concrete and bricks, vehicle parts, tires, abandoned cars and car parts, whole trees, pianos, lawn mowers and construction materials.

9. **Special Pick-Ups** – shall be defined as large household items as defined above and any other items that cannot be disposed of at landfills, **not including hazardous waste.**

Property owner must schedule the pick-up with the Contractor with at least 48-hour's notice, prior to pick-up. Contractor shall provide a contact name, phone number and email address. This information will be placed on the City website for residents to contact regarding said pick-ups. Each pick-up of this type will be billed to the resident directly by the Contractor. Construction materials generated by building contractors or residents are not a part of this pick-up. Building contractors or residents would be expected to secure roll-off service independent of this contract for pick-up of construction materials.

10. **Christmas Tree Disposal** – The Contractor will be required to pick up non-artificial Christmas trees at the curb during the month of January on resident's regular yard waste collection day.
11. **Holiday Schedule** – The Contractor shall provide to the City a list of the Contractor's recognized holidays. No collections shall be required on those recognized holidays. Contractor will provide an annual alternative collection plan for those recognized holidays.
12. **Collection Routes** – The Contractor shall establish routes for the collection of solid waste, yard waste, and recyclables (when applicable). The Contractor's collection schedule and collection routes shall be filed with the City Manager, or their designee as provided in writing.
13. **Collection Times** – No collection shall be made before 7:00 a.m. or after 7:00 p.m., except by express authorization of the designee of the City. No regular collections shall be made from any types of premises on weekends. Saturdays may be permitted for special pickup events and missed pickups from the regular pickup day.
14. **Residential Carts** - The City is providing Toter Brand Carts to the residents. Color of the Cart bodies is #279 Brownstone. Color of the Lids is 200 Black.
 - a. The City will provide all residential units with one 96-gallon solid waste cart (or an alternative 65-gallon or 48-gallon cart if requested). All solid waste will be required to fit in the cart for collection and disposal. Residents may purchase additional City-supplied carts for solid waste disposal and the Contractor will be required to collect and dispose of solid waste in those additional carts, at an additional tipping fee of \$4.00.
 - b. If curbside recycling should occur and a resident chooses to participate in the recycling program, all recyclable shall be stored in a container supplied by the City, most likely a 65-gallon cart. NOTE: should this service return to the City of Belton, Residents may purchase additional City-supplied containers for recycling and the Contractor will be required to collect and dispose of recyclables in those additional containers.
 - c. Yard waste shall be stored in biodegradable paper bags supplied by the resident or bundled with twine or rope. Residents will be limited to 10 bags/bundles or any combination thereof per week.

15. **Cleanliness** – In the collection of solid waste, yard waste, and recyclables, the Contractor and its employees shall not place the same upon or suffer the same to be placed, or scattered upon any public place, or private street, alley, or drive, and agrees to replace any receptacle, can or lid damaged within 10 days of notification by it or its employees. The City will retain stock for use; however, the Contractor is required to reimburse City for cost of repair/replaced item. The cost of repairs and replacements will be deducted from monthly invoice. Furthermore, upon collection, Contractor shall leave the premises in a neat and clean condition. Contractor will not be allowed to transfer solid waste, recyclables, or yard waste from truck to truck in residential areas except where small pickup trucks are utilized in certain areas of the City and need to dispose their loads into a larger vehicle. Any locations within the City where Contractor intends to transfer solid waste, recyclables or yard waste from small pickup trucks to larger vehicles must be pre-approved by the City, in writing. In addition, the Contractor will not be allowed to store containers of any kind in common areas or in the City right-of-way. If an unsightly or unsanitary condition results from an action of the Contractor, the Contractor shall respond within four (4) hours of receipt to the satisfaction of the City. If the Contractor does not respond and remedy the unsanitary condition within the time frame provided, the City may assess a penalty of \$150.00 per unsanitary condition resulting from an action of the Contractor and not adequately remedied within four (4) hours.
16. **Contractor Report Daily** – The Contractor shall designate a supervisor for collection crews working within the City to assure the duties of such crews are completed per the contract between the City and the Contractor. On days of collection, at least once daily in the a.m. and a second time in the p.m., a responsible representative of the Contractor shall make a written report to the City designee to receive any complaints regarding said collection service. In addition, the supervisor must be accessible via a cell phone between the hours of 7:00 a.m. and 7:00 p.m. on days when collections are made in the City. The cellphone number shall be available to the City designee of the City for direct contact but not for use by the general public.
17. **Customer Service Standards** – All complaints received by the Contractor or the City before noon shall be resolved by 7:00 p.m. on the day the complaint was received by Contractor. All complaints received by Contractor after noon shall be resolved by noon the following day. If a pickup is missed and confirmed by the City, and the Contractor fails to resolve the complaint within the timeframes allowed, a penalty of \$150.00, for each service missed, will be assessed and deducted from the Contractor's billing. Should the Contractor fail to resolve the complaint after being notified by the City after the timeframes allowed and set forth above, the City may assess an additional penalty of \$150.00 in addition to the initial \$150.00 penalty. The Contractor shall maintain a daily log of all complaints received and the time that the complaint was resolved. The Contractor shall provide a monthly report to the City, which will include copies of the daily reports of complaints and resolutions for the prior month.

a. The City will be the sole judge as to the sufficiency of the work performed by Contractor.

b. In the event of an emergency or failure by the Contractor to be able to adequately perform residential waste collection services, the Contractor shall immediately contact the City designee of the City. If a live voice-to-voice conversation is not possible, the Contractor shall contact the Belton Police Department. The Contractor shall follow the instructions of the City to ensure the public health, safety and welfare of the City.

18. **Customer Service Center** – The Contractor will operate a Customer Service Center with the following minimum standards; 1) open between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday., 2) during all other times, calls to the Customer Service Center will be received by an answering service or machine; 3) the Contractor shall implement procedures approved by the City whereby inquiries can be received via e-mail and website. Written confirmation of receipt or resolution will be provided to the resident by the close of business the same day or by noon the following business day.

19. **Insurance** – The Contractor shall provide a certificate of insurance which shall indemnify and hold harmless the City from any liability, claim, damage or cause of action which may be sustained by or asserted against the City, directly or indirectly, or in any manner arising out of the performance or failure or performance on the part of the Contractor, and shall cover each vehicle used in the work covered by this agreement. The General Terms and Conditions section in Appendix C of this contract outline the specifics of the coverage to be provided. The insurance shall be maintained in force during the term of this contract. Said insurance shall be carried in a firm or corporation satisfactory by the City and duly licensed or permitted to carry on such business in the State of Missouri and the City. Such insurance policy or policies shall be filed with the City together with the certificate of the insurer that the policy or policies are in full force and effect and that same will not be altered, amended, or terminated without sixty (60) days prior written notice having been given the City. All certificates of insurance shall specifically list the City as an additional insured with respect to the policies related to the specifications and this contract.

20. **Laws** – The Contractor will be required to obtain all licenses and permits and comply with all ordinances provided in the City of Belton Code of Ordinances. The Contractor shall at all times comply with all ordinances and regulations of Cass County, and any rules and regulations issued by the State of Missouri.

21. **Volume Report** – Prior to the fifteenth of each month, the Contractor shall complete the trash/recycling/yard waste monthly volume report for the prior month. No payment shall be sent to the Contractor where the City pays the bill unless the volume report is current and submitted in the format used on the attached Proposal Form G.

22. **Administration and Billing** - Pricing should assume that the City will be responsible for the billing component to the residents of the City. The Contractor will send a single monthly bill to the City that shall be paid within 30 days of the receipt of such bill,

if all requirements are met. Base charge billing will be handled by City staff. Special pickups priced separately from the base pricing will be billed by the Contractor directly to the residential customer. The City will grant the successful bidder the exclusive franchise for a period of at least three years to provide these services to the City residents.

23. **Excess Solid Waste Collection.** The Contractor agrees to provide five (5) times a year a forty-five (45) yard roll-off dumpster for residents of the City to bring solid waste to for collection. Determination of the times, dates, and locations of the roll-off dumpsters is in the absolute discretion of the City as long as the City provides Contractor with thirty (30) day advanced, written notice. The Contractor shall further provide to the City, at the City's request, extra excess waste tags at the cost of \$6.50 per one (1) sheet of five (5) excess waste tags.

REQUIRED SERVICES TO BE PROVIDED

The Contractor shall have the responsibility to collect, haul and dispose of all household trash, yard waste, and recycling, if curbside recycling is reinstated, between 7:00 a.m. and 7:00 p.m and haul to and dispose of the household trash, yard waste, and potential recycling at the appropriate facility for each. These items will be collected in properly identified trucks. ("Properly identified trucks" means the name, address, and phone number of the Contractor and designation of the type of material being collected must be displayed on the truck.) All these services, vehicles, equipment, and collected materials, as described below, are to comply with Missouri Solid Waste Law and local City and County regulations.

- a) Solid waste is to be picked up once a week in City-supplied carts placed at the curb line from residential dwelling units (as defined on page 16). Hardship customers, as defined by the City, shall be picked up once a week in City-supplied carts placed in front of the hardship customer's residence.
- b) Recyclable scenarios are as follows:
 - i. Recycling Center: Large Recycling containers, provided by Contractor, are to be tipped a minimum of once a week or as needed/called-in by City;
 - ii. Curbside Recycling, as defined and provided at the onset of Contract. City-supplied carts from the curb line of residents who have subscribed for recycling services (when applicable). Refer to recyclables definition as defined in the RFP for those items that are defined recyclable. Contractor to indicate which items are recycled in their program on the Proposal Form E.
 - iii. Curbside Recycling, at a later date when recycling industry has stabilized and when agreed to by both parties: City-supplied carts from the curb line of residents who have subscribed for recycling services. Refer to recyclables definition as defined in the RFP for those items that are defined recyclable. Contractor to indicate which items are recycled in their program on the Proposal Form E.
- c) Yard waste is to be picked up once a week in biodegradable paper bags. Limbs can be bundled and placed at the curb for pick-up. Limbs/bushes will be securely bundled in less than 18 inches diameter. Maximum length is to be less than 36 inches and not more than

forty (40) pounds in weight. Non-artificial Christmas tree pickup available in January each year. Christmas trees may be left whole and not required to be cut in half unless the length is more than 8 feet. All tinsel, lights and ornaments must be removed from Christmas trees.

- d) A single large household item is to be collected at the curb line of the residential dwelling once a month at a date set by the Contractor. Additional Large Household Items can be collected on an on-call basis. The resident will need to call or email the Contractor with his/her address so the Contractor can schedule a pick-up 48- hours in advance. Charges for the service will be billed directly to the resident by the Contractor.

APPENDIX B
CONSUMER PRICE INDEX

The Contract shall use the "Consumer Price Index" for Garbage and Trash Collection ID CUUR00000SEHG02 12-month average to calculate the proposed renewal rate for solid waste and yard waste collection and disposal

If the City and the Contractor agree to single-stream commingled recycling services, the Contractor will use the same index to calculate the proposed renewal rate for single-stream commingled recycling services.

APPENDIX C
GENERAL TERMS AND CONDITIONS

A. Procedures

The extent and character of the services to be performed by the Contractor shall be subject to the general control and approval of the City designee or their authorized representative(s). The Contractor shall not comply with requests and/or orders issued by any other person. The City designee will designate authorized representatives in writing. Both the City of Belton and the Contractor must approve any changes to the contract in writing.

B. Contract Period

Award of this contract is anticipated prior to June 20, 2019. The City desires to enter into a contract for three (3) years with a Council-approved extension for an additional two (2), two (2) year periods, totaling (7) seven years. The awarded Contractor shall agree to offer the prices and the terms and conditions offered herein to the City.

C. Insurance

The Bidder/Contractor shall procure, maintain, and provide proof of insurance coverage for injuries to persons and/or property damage as may arise from or in conjunction with, the work performed on behalf of the City by the Bidder/Contractor, its agents, representatives, employees or subcontractors. The City shall be named as an additional insured under such insurance contracts (except for Worker's Compensation coverage). A Certificate of Insurance will be required within ten (10) calendar days from the date of receipt of the Notice of Award. Claims made on policies must be enforced or that coverage purchased for three (3) years after contract completion date.

General Liability: Coverage shall be as broad as: Comprehensive General Liability endorsed to include Broad Form, Commercial General Liability forms including Product/Completed Operations.

Minimum Limits

General Liability:

\$1,000,000 Each Occurrence Limit
\$ 100,000 Damage to Rented Premises
\$ 5,000 Medical Expense Limit
\$1,000,000 Personal and Advertising Injury
\$2,000,000 General Aggregate Limit
\$1,000,000 Products & Completed Operations

\$ 50,000 Fire Damage Limit

Excess/Umbrella Liability

\$5,000,000 Each Occurrence

\$5,000,000 Aggregate

Automobile Liability: Coverage sufficient to cover all vehicles owned, used, or hired by the Bidder/Contractor, its agents, representatives, employees or subcontractors.

Minimum Limits

Automobile Liability:

\$1,000,000 Combined Single Limit

\$1,000,000 Each Occurrence Limit

\$5,000 Medical Expense Limit

Workers' Compensation: Limit as required by the Workers' Compensation Act of Missouri, Employers Liability:

\$1,000,000 from a single carrier.

D. Hold Harmless Clause

The Bidder/Contractor shall, during the term of the agreement including any warranty period, indemnify, defend, and hold harmless the City, its officials, employees, agents, residents and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property in consequence of any neglect in safeguarding contract work or on account of any act or omission by the Contractor or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. Contractor agrees that this clause shall include claims involving infringement of patent or copyright.

E. Exemption from Taxes

The City is exempt from state sales tax and federal excise tax. Tax exemption certificates indicating this tax-exempt status will be furnished on request, and therefore the City shall not be charged taxes for materials or labor.

F. Employment Discrimination by Contractors Prohibited/Wages/ Information

During the performance of a contract, the Contractor shall agree that it will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disabilities, or sexual orientation except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor; that it will post in conspicuous places, available to employees and applicants for employment, notices setting forth nondiscrimination practices, and that it will state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that it

is an equal opportunity employer. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.

The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order so that the provisions will be binding upon each subcontractor or vendor used by the Contractor.

G. Invoicing

The Contractor shall submit invoices to the City for services outlined above in Appendix A on a monthly basis.

H. Notice

Except as may be otherwise specifically required herein, all notices to be given according to this agreement shall be in writing and may be given, served or made by delivery in person to the addressee, and email, or by depositing the same in the United States mail addressed to the party to be notified, postpaid and registered or certified with return receipt requested, or by hand-delivery provided by a bonded and insured courier operating in the Kansas City Metropolitan Area. Notice deposited in the mail in accordance with the provisions hereof shall be effective unless otherwise stated in such notice or in this agreement from and after the second day next following the date postmarked on the envelope containing such notice. Notice given in any other manner shall be effective only if and when received by the party to be notified. All notices shall be sent to the following addresses:

If to City: City of Belton,
 Attn: City Manager
 506 Main Street
 Belton MO 64012

If to Contractor: WCA

I. Educational Materials

Contractor shall provide and cooperate with City in the delivery of any educational or information materials regarding the costs, charges, provision of services, scheduling of pickups for regular, bulk, recyclable, or yard waste and any other services provided by Contractor under the terms of this contract. City may utilize postings on social media, mass mailing via U.S. Postal Service, inclusion of materials in the monthly billing statements to customers, door hangers or posting on the City web-site to complete the delivery of educational or information materials and may utilize any one or more of the foregoing options at its sole discretion.

J. Severability

In the event that any provision of this contract shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

K. Applicable Laws

This contract shall be governed in all respects by federal law and the laws of the State of Missouri. All work performed shall be in compliance with all applicable City codes.

L. Drug/Crime Free Workplace

Contractor acknowledges and certifies that it understands that the following acts by the Contractor, its employees, and/or agents performing services on City property are prohibited:

1. The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs; and
2. Any impairment or incapacitation from the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes).
3. Any crimes committed while on City property.

Contractor further acknowledges and certifies that it understands that a violation of these prohibitions constitutes a breach of contract and may result in default action being taken by the City in addition to any criminal penalties that may result from such conduct.

M. Escalation of Fees

After the initial contract year, the Consumer Price Index may be used to determine any increases that would occur for the following years. The City shall be notified by March 1 each year of any increases that may occur and shall be provided with that amount, which will be effective on the service date anniversary date of July 22nd. If not notified by said date the price would hold for the next year.

N. Permits

Contractor shall be responsible for obtaining all permits, and for incurring all expenses associated with those permits, prior to proceeding with the scope of work and services described in this RFP. Included in these permits will be the "Occupational License and/or Business License" required of all contractors doing business within the City limits. This permit can be obtained from the office of the City Clerk located at: 506 Main Street, Belton, Missouri.

O. Rejection of Bids

The City reserves the right to reject any or all proposals and to waive informalities or deficiencies therein. The City further reserves the right to negotiate with any and all bidders or others for more favorable terms or prices , and to award the contract to other than the bidder submitting the lowest cost bid proposal, with or without negotiation and to determine which is the lowest, best and most responsive bid, and to select the bid deemed most advantageous to the City.

P. Release of Information

Pursuant to 610.021 RSMo, all documents within a request for proposal will become open record to the public upon a negotiated contract being executed. All documents within a request for bid become open record as soon as the bid is opened. Bidders and proposers should be aware that all documents within a submittal will become open records.

Q. Bid Bond

A bid bond or certified check from a surety or bank, acceptable to the City Clerk of Belton, in the amount of \$5,000.00 must accompany each proposal. An unacceptable bid security may be cause for rejection of the proposal by the City of Belton. No bidder may withdraw his bid for a period of sixty (60) days after the date of opening of bids.

R. Performance Bond

The Contractor shall within ten (10) days after the receipt of the notice of award furnish the City with a Performance Bond in penal sum equal to the amount of \$200,000, conditioned upon the performance by the Contractor of all undertakings, covenants, terms, conditions and agreements of the contract documents for a period of sixty (60) days, and upon the prompt payment by the Contractor to all persons supplying labor and materials in the prosecution of the work provided by the contract documents. Such bond shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the State of Missouri. The expense of this bond shall be borne by the Contractor. If at any time a surety on any such bond is declared as bankrupt or loses its right to do business in the State of Missouri, the Contractor shall within ten (10) days after notice from the City to do so, substitute an acceptable bond in such form and sum and signed by such other surety or sureties as may be satisfactory to the City. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to the City.

S. Payment Bond

The Contractor shall within ten (10) days after the receipt of the notice of award furnish the City with a Payment Bond in penal sum equal to the amount of \$300,000, conditioned upon the prompt payment by the Contractor to all persons supplying labor and materials in the prosecution of the work provided by the contract documents for a period of ninety (90) days.

Such bond shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the State of Missouri. The expense of this bond shall be borne by the Contractor. If any time a surety on any such bond is declared as bankrupt or loses its right to do business in the State of Missouri, the Contractor shall within ten (10) days after notice from the City to do so, substitute an acceptable bond in such form and sum and signed by such other surety or sureties as may be satisfactory to the City. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to the City.

T. Affidavit of Work Authorization and Documentation:

Pursuant to Section 285.530 RSMo, the bidder must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by

- * submitting the attached AFFIDAVIT OF WORK AUTHORIZATION, and
- * providing documentation affirming the bidder's enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.

E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of the following two pages of the E-Verify Memorandum of Understanding (MOU): 1) a valid, completed copy of the first page identifying the bidder and 2) a valid copy of the signature page completed and signed by the bidder, the Social Security Administration, and the Department of Homeland Security – Verification Division.

E - VERIFY AFFIDAVIT

(as required by Section 285.530 ,RSMo)

As used in this Affidavit, the following terms shall have the following meanings:

EMPLOYEE: Any person performing work or service of any kind or character for hire within the State of Missouri.

FEDERAL WORK AUTHORIZATION PROGRAM: Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

KNOWINGLY: A person acts knowingly or with knowledge,

- (a) with respect to the person’s conduct or to attendant circumstances when the person is aware of the nature of the person’s conduct or that those circumstances exist; or
- (b) with respect to a result of the person’s conduct when the person is aware that the person’s conduct is practically certain to cause that result.

UNAUTHORIZED ALIEN: An alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. 1324a(h)(3).

BEFORE ME, the undersigned authority personally appeared _____, who, being duly sworn, states on his oath or affirmation as follows:

Name/Contractor: _____

Company: _____

Address: _____

1 I am of sound mind and capable of making this Affidavit, and am personally acquainted with the facts stated herein.

2 Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and the City: Project # 19-003.

3 Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

4 Attached hereto is documentation affirming Contractor’s enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

SECTION X

A

R2019-55

A RESOLUTION OF THE CITY OF BELTON, MISSOURI APPROVING A COOPERATIVE AGREEMENT FOR THE CITY OF BELTON WITH SUPERIOR BOWEN ASPHALT COMPANY, LLC FOR THE 2019 STREET PRESERVATION PROJECT IN THE AMOUNT OF \$3,491,424.00.

WHEREAS, the citizens of Belton, Missouri recently approved a \$13.50 million dollar street bond to improve and maintain City streets. Staff developed a list of streets for street preservation to be completed in 2019 and over the next two to three years that is prioritized based on pavement condition information developed by StanTec Consulting Services, Inc. (Resolution R2019-08); and

WHEREAS, the City contracted with Superior Bowen Asphalt Company, LLC (Superior Bowen) for previous street preservation work through a Cooperative Agreement executed through the City of Peculiar. The Cooperative Agreement allows for several cities in the region to receive bids on work each has a need for collectively while individually benefiting from cost savings associated with the use of economies of scale. The Belton City Council approved the Cooperative Agreement on August 8, 2017 (Ordinance 2017-4374) and an extension on March 27, 2018 (Ordinance No. 2018-4420) with an addendum for curb repair and replacement; and

WHEREAS, Superior Bowen is willing to extend these same unit prices for street preservation for the City's 2019 Street Preservation Project. Staff believes that these prices are very competitive and recommends that the City enter into a new Cooperative Agreement with Superior Bowen with the option for two one-year extensions; and

WHEREAS, the City Council believes to ensure that all road repairs for the City of Belton's 2019 Street Preservation are completed for the best price currently available that the Cooperative Agreement with Superior Bowen Asphalt Company, LLC for the 2019 Street Preservation 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 the Cooperative Agreement awarded to Superior Bowen Asphalt Company LLC for the 2019 Street Preservation Project, herein attached and incorporated as **Exhibit A**, is hereby approved.

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
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 on 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: June 25, 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

ISSUE/RECOMMENDATION:

The citizens of Belton, Missouri recently approved a \$13.50 million dollar street bond to improve and maintain City streets. Staff developed a list of streets for street preservation to be completed in 2019 and over the next two to three years that is prioritized based on pavement condition information developed by StanTec Consulting Services, Inc. (Resolution R2019-08).

The City contracted with Superior Bowen Asphalt Company, LLC (Superior Bowen) for previous street preservation work through a Cooperative Agreement executed through the City of Peculiar. The Cooperative Agreement allows for several cities in the region to receive bids on work each has a need for collectively while individually benefiting from cost savings associated with the use of economies of scale. The Belton City Council approved the Cooperative Agreement on August 8, 2017 (Ordinance 2017-4374) and an extension on March 27, 2018 (Ordinance No. 2018-4420) with an addendum for curb repair and replacement.

Superior Bowen is willing to extend these same unit prices for street preservation for the City's 2019 Street Preservation project. Staff believes that these prices are very competitive and recommends that the City enter into a new Cooperative Agreement with Superior Bowen with the option for two one-year extensions.

Staff is currently working on finalizing all data for curb conditions within the City and may consider bringing a change order for the City Council to consider for curb replacement to be completed this summer at a later date.

IMPACT/ANALYSIS:

FINANCIAL IMPACT

Contractor:	Superior Bowen Asphalt Company, LLC	
Amount of Request/Contract:	\$	3,491,424.00
Amount Budgeted:	\$	\$13.5 million (minus bond issuance fees to be determined)
Funding Source:	Street Bond Funds	
Additional Funds:	\$	N/A
Funding Source:	N/A	
Encumbered:	\$	N/A
Funds Remaining:	\$	\$10,008,576

STAFF RECOMMENDATION, ACTION, AND DATE:

Approve a resolution of the City of Belton, Missouri, approving a Cooperative Agreement for the City of Belton with Superior Bowen Asphalt Company LLC for the 2019 Street Preservation Project in the amount of \$3,491,424.00.

LIST OF REFERENCE DOCUMENTS ATTACHED:

Resolution

Exhibit A - Cooperative Agreement with Superior Bowen



AGREEMENT

Contract Number 19-003/225-0000-495-7300

Project Title 2019 Street Preservation Project

THIS AGREEMENT is made and entered into on this date _____
between Superior Bowen Asphalt Company, LLC,
(CONTRACTOR) as principal, and BELTON, MISSOURI, a Charter City in the State of Missouri,
(OWNER).

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

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

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

2019 Street Preservation Project

- Certification Page
- Table of Contents
- List of Drawings

Bidding Requirements

- Bidder's Affidavit
- Invitation to Bid
- Instructions to Bidders
- Quality Assurance Plan Specification
- Bid Form and Unit Prices
- Bid Bond

Contracting Requirements

- Agreement
- Performance and Maintenance Bond
- Payment Bond
- Insurance Certificate
- Affidavit of Enrollment in Federal Work Authorization Program and E-Verify
- Certificate of Owner's Attorney
- General Contract Conditions
- Supplementary Conditions
- Missouri Prevailing Wage Info and Forms
- Annual Wage Order No. 23
- Missouri Revised Statutes and Code of State Regulations
- Missouri Project Exemption Certificate

Request for Interpretation
Change Order

**Notice to Proceed
Notice of Award**

Technical Specifications

Technical Specifications

Appendix

All documents contained in the 2017 Street Preservation Project/Overlay bid documents, excluding the portion identified as AGREEMENT and any other documents that may be in conflict with other, above-referenced Contract Documents.

Sec. 3. OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount equal to the sum of the amounts determined below (the Contract Price) Three million, four hundred and ninety one thousand, four hundred and twenty four dollars
(\$ 3,491,424.00).

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

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

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

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

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

CONTRACTOR, and as necessary and appropriate it's Surety, shall well and faithfully perform each and all the terms and agreements in the Contract Documents.

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

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

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

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

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

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

Sec. 15. The term of this AGREEMENT shall be for one (1) year, but the OWNER may, at its absolute discretion, extend this AGREEMENT for two (2) additional one (1) year terms.

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

CONTRACTOR

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

Superior Bowen Asphalt Company, LLC

2501 Manchester Trafficway

Kansas City, Missouri 64129

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

By: Matthew Bowen
Printed Name: Matthew Bowen
Title: Vice President

Attested By: Michael J. Mazzisa
Printed Name: Michael J. Mazzisa
Title: Project Manager

(Attach corporate seal if applicable)

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

By: _____
Printed Name: Jeff Davis
Title: Mayor

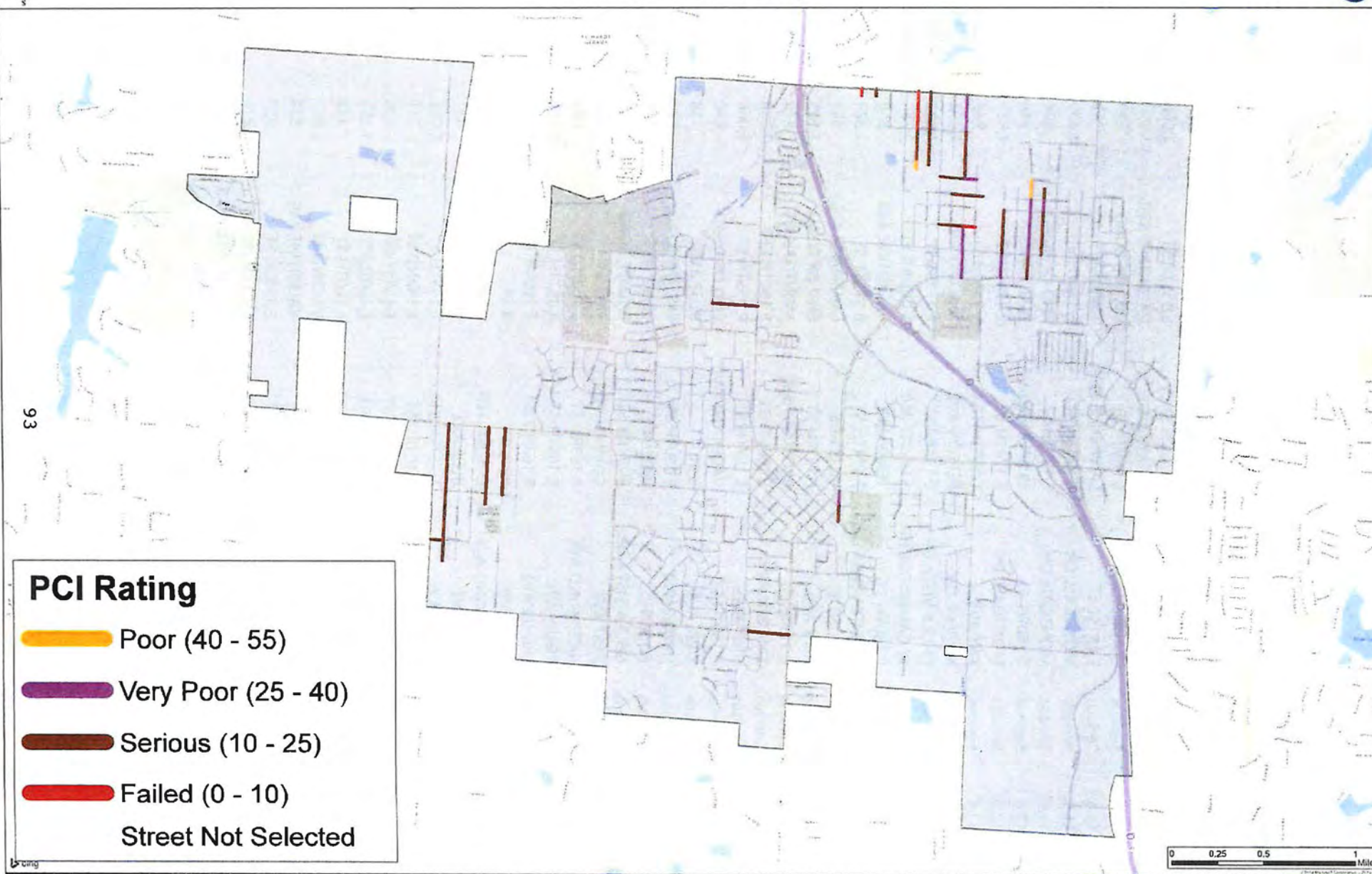
Attested By: _____
Printed Name: Andrea Cunningham
Title: City Clerk

(Attach Seal)

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

By: _____
Printed Name: Sheila Erzen
Title: Finance Director, City of Belton, MO

Year 1 Street PCI Map



Based from Pavement Condition Index (PCI) Rate ONLY starting with lowest PCI

PCI Rate	PCR Rate	Street	Start	End	Asphalt FT	Asphalt SY
6.3	Failed	VALLEY RD	E 155TH ST	END OF ROAD	219	511
7	Failed	KAY AVE	E 157TH ST	E 155TH ST	1,066	2,843
9.3	Failed	E 161ST ST	TERRY AVE	VALENTINE AVE	350	933
11.1	Serious	STARTIMES DR	E 155TH ST	END OF ROAD	208	485
11.4	Serious	E 161ST ST	LAWRENCE AVE	TERRY AVE	349	931
11.5	Serious	MONTGALL DR	E 176TH ST	E 174TH ST	1,439	3,358
11.9	Serious	MONTGALL DR	E 176TH ST	END OF ROAD	602	1,405
12.6	Serious	E 160TH ST	LAWRENCE AVE	TERRY AVE	344	917
12.6	Serious	MONTGALL DR	E 174TH ST	E 171ST ST	1,931	4,506
13.8	Serious	KAY AVE	E 158TH TER	E 157TH ST	949	2,531
14.5	Serious	MYRON AVE	BELTON AVE	N SCOTT AVE	1,292	3,158
15.1	Serious	CHULA VISTA DR	E 174TH ST	E 171ST ST	1,922	4,485
15.9	Serious	W CAMBRIDGE RD	S SCOTT AVE	S CEDAR ST	1,150	3,833
16	Serious	E 160TH ST	TERRY AVE	VALENTINE AVE	356	949
16.3	Serious	MONTE VERDE DR	E 174TH ST	E 171ST ST	1,923	4,487
16.7	Serious	E 161ST ST	VICIE AVE	LAWRENCE AVE	351	936
17.4	Serious	ANN AVE	E 157TH ST	END OF ROAD	1,025	2,733
17.6	Serious	E 176TH ST	PROSPECT AVE	MONTGALL DR	370	863
18.6	Serious	EASTERN AVE	E 162ND ST	E 160TH TER	1,258	3,075
19.6	Serious	ANN AVE	E 157TH ST	E 155TH ST	1,066	2,843
19.6	Serious	E 160TH ST	VALENTINE AVE	END OF ROAD	190	507
21.1	Serious	EAST AVE	B ST	BLUE AVE	16	46
22.1	Serious	HINKLE AVE	E 160TH ST	END OF ROAD	321	856
22.6	Serious	E 159TH ST	VICIE AVE	TERRY AVE	708	1,888
22.9	Serious	CHULA VISTA DR	E 174TH ST	END OF ROAD	310	723
22.9	Serious	EAST AVE	COMMERCIAL ST	PINE ST	394	1,138
23.6	Serious	RICHMOND AVE	E 163RD ST	E 162ND ST	694	1,851
23.6	Serious	TERRY AVE	E 159TH ST	E 157TH ST	1,350	3,600
23.7	Serious	HINKLE AVE	E 162ND ST	E 160TH TER	1,258	3,355
24.6	Serious	EAST AVE	PINE ST	B ST	57	165
25.9	Very Poor	RICHMOND AVE	E 160TH TER	E 160TH ST	345	920
26.1	Very Poor	EAST AVE	BLUE AVE	MINNIE AVE	431	1,245
28.6	Very Poor	TERRY AVE	E 157TH ST	E 155TH ST	1,065	2,840
29.9	Very Poor	EASTERN AVE	E 163RD ST	E 162ND ST	717	1,912
30.3	Very Poor	TERRY AVE	E 162ND ST	E 161ST ST	700	1,867
33	Very Poor	RICHMOND AVE	E 162ND ST	E 160TH TER	1,259	3,357
35.7	Very Poor	HINKLE AVE	E 160TH TER	E 160TH ST	347	925
35.9	Very Poor	TERRY AVE	E 163RD ST	E 162ND ST	803	2,141
36	Very Poor	E 159TH ST	TERRY AVE	VALENTINE AVE	339	904
42.9	Poor	RICHMOND AVE	E 160TH ST	E 158TH ST	550	1,467
54	Poor	KAY AVE	E 158TH TER	END OF ROAD	214	571
TOTALS					30,238	78,060

Cost Estimate

Project Name: **2019 Asphalt Street Overlay Program**
 Owner: **City of Belton, Missouri**
 Contract No. **Task Agreement One**
 Contactor: **Superior Bowen Asphalt Co., LLC**

SCHEDULE OF VALUES

	Item	Unit	Qty.	Unit Price	Total Amount
1	6" Asphalt Removal and 4" Replace with (APWA Type 1-01)	SY	74,226	\$ 25.00	\$ 1,855,655.56
2	8" Asphalt Removal and 6" Replace with (APWA Type 1-01)	SY	3,833	\$ 50.00	\$ 191,666.67
3	2" Asphalt Surface (Type 3-01)	SY	78,060	\$ 9.50	\$ 741,565.78
4	Asphalt Base Repair (10%)	SY	7,806	\$ 45.00	\$ 351,268.00
5	Contingency (10%)	LS	1	\$ -	\$ 351,268.00
					\$ 3,491,424.00



BRUSH CREEK PARTNERS

Insurance • Risk Management • Construction • Surety

520 West Pennway, Suite LL
Kansas City, MO 64108

AUTHORIZATION TO INSERT DATE OF CONTRACT ON BONDS AND POWER OF ATTORNEY

DATE: June 5, 2019

To: City of Belton, MO

Contractor: Superior Bowen Asphalt Company, LLC

Bond # 107095690

Project: 2019 Asphalt Street Overlay Program/Task Agreement

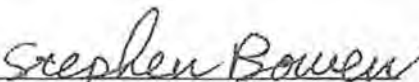
No: 2019-1

Dear Sir or Madam:

The undersigned is an authorized representative of Travelers Casualty and Surety Company of America, the surety for Superior Bowen Asphalt Company, LLC, contractor for and during the entire period of construction of the project described above.

Authorization is hereby given by the surety to: **City of Belton, MO** to insert the date of the execution of the contract on the bonds and the power of attorney.

Travelers Casualty and Surety Company of America


Stephen Bowen, Attorney-in-Fact

phone: (816) 523-2323
fax: (816) 523-2225

PERFORMANCE BOND

Travelers Casualty and Surety Company of America
Hartford, CT 06183

Bond No.: 107095690

CONTRACTOR:

(Name, legal status and address)

Superior Bowen Asphalt Company, LLC
520 W. Pennway, Suite #300
Kansas City, MO 64108

SURETY:

(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

OWNER:

(Name, legal status and address)

City of Belton, MO
506 Main Street
Belton, MO 64102

CONSTRUCTION CONTRACT

Date:

Amount: Three Million Four Hundred Ninety One Thousand Four Hundred Twenty Four and 00/100 Dollars (\$3,491,424.00)

Description:

(Name and location)

2019 Street Preservation Project/Task Agreement No: 2019-1

City of Belton, MO

BOND

Date:

(Not earlier than Construction Contract Date)


Amount: Three Million Four Hundred Ninety One Thousand Four Hundred Twenty Four and 00/100 Dollars (\$3,491,424.00)

Modifications to this Bond: None See Section 16

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*

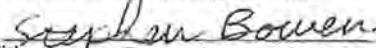
Superior Bowen Asphalt Company, LLC

Signature: 
Name and Title: MATTHEW J. BOWEN, V.P.

SURETY

Company: *(Corporate Seal)*

Travelers Casualty and Surety Company of America

Signature: 
Name and Title: Stephen Bowen, Attorney-In-Fact

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Brush Creek, LLC
520 W. Penaway, Suite #LL
Kansas City, MO 64108
(816)523-2323

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party):

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after
1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the

The Company executing this bond vouches that this document conforms to American Institute of Architects Document A312, 2010 edition

1

Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails

The Company executing this bond vouches that this document conforms to American Institute of Architects Document A312, 2010 edition

2

to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company:

(Corporate Seal)

Company:

(Corporate Seal)

Signature: _____

Signature: _____

Name and Title: _____

Name and Title: _____

Address: _____

Address: _____

PAYMENT BOND

**Travelers Casualty and Surety Company of America
Hartford, CT 06183**

Bond No.: 107095690

CONTRACTOR:

(Name, legal status and address)

**Superior Bowen Asphalt Company, LLC
520 W. Pennway, Suite #300
Kansas City, MO 64108**

SURETY:

(Name, legal status and principal place of business)

**Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183**

OWNER:

(Name, legal status and address)

**City of Belton, MO
506 Main Street
Belton, MO 64012**

CONSTRUCTION CONTRACT

Date:

Amount: **Three Million Four Hundred Ninety One Thousand Four Hundred Twenty Four and 00/100 Dollars (\$3,491,424.00)**

Description:

(Name and location)

**2019 Street Preservation Project/Task Agreement No: 2019-1
Belton, MO**

BOND

Date:

(Not earlier than Construction Contract Date)

Amount: **Three Million Four Hundred Ninety One Thousand Four Hundred Twenty Four and 00/100 Dollars (\$3,491,424.00)**

Modifications to this Bond: None See Section 18

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*

Superior Bowen Asphalt Company, LLC

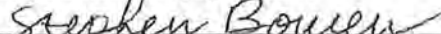
Signature: 

Name and Title: **MATTHEW S. BOWEN, J.P.**

SURETY

Company: *(Corporate Seal)*

Travelers Casualty and Surety Company of America

Signature: 

Name and Title: **Stephen Bowen, Attorney-In-Fact**

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

**Brush Creek, LLC
520 W. Pennway, Suite #LL
Kansas City, MO 64108
(816)523-2323**

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party):

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment

The Company executing this bond vouches that this document conforms to American Institute of Architects Document A312, 2010 edition

furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor; materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____
(Corporate Seal)

SURETY

Company: _____
(Corporate Seal)

Signature: _____
Name and Title: _____
Address: _____

Signature: _____
Name and Title: _____
Address: _____

**MAINTENANCE
BOND**

**Travelers Casualty and Surety Company of America
Hartford, CT 06183**

Bond No.: 107095690

KNOWN ALL BY THESE PRESENTS: That we Superior Bowen Asphalt Company, LLC, as Principal, and Travelers Casualty and Surety Company of America, a corporation organized and existing under the Laws of the State of Connecticut, as Surety, are held and firmly bound unto City of Belton, MO, as Obligee, in the total sum of Three Million Four Hundred Ninety One Thousand Four Hundred Twenty Four and 00/100 Dollars U.S. Dollars (\$3,491,424.00) for the payment whereof said Principal and Surety bind themselves, jointly and severally, as provided herein.

WHEREAS, the Principal entered into a contract with the Obligee dated _____ for 2019 Street Preservation Project/Task Agreement No: 2019-1 ("Work").

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall maintain and remedy said Work free from defects in materials and workmanship for a period of 2 year(s) commencing on the date of project acceptance (the "Maintenance Period"), then this obligation shall be void; otherwise it shall remain in full force and effect.

PROVIDED, HOWEVER, that any suit under this bond shall be commenced no later than one (1) year from the expiration date of the Maintenance Period; provided, however, that if this limitation is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law, and said period of limitation shall be deemed to have accrued and shall commence to run on the expiration date of the Maintenance Period.

SIGNED this _____ day of _____, _____.

**Superior Bowen Asphalt Company, LLC
(Principal)**

By: [Signature]

Travelers Casualty and Surety Company of America
By: [Signature]
Stephen Bowen, Attorney-in-Fact



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Stephen Bowen** of **Kansas City, Kansas**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.



State of Connecticut

City of Hartford ss.

By: Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



Marie C. Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her, and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this _____ day of _____,



Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.



SUPEBOW-01

NATALIE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/23/2019

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

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

PRODUCER Brush Creek Partners 520 Pennway, Suite LL Kansas City, MO 64108	CONTACT NAME: PHONE (A/C, No, Ext): (816) 523-2323 FAX (A/C, No): (913) 800-8249 E-MAIL ADDRESS: info@brushkc.com														
INSURER(S) AFFORDING COVERAGE															
INSURED Superior Bowen Asphalt Company, LLC 520 W Pennway St. Suite 300 Kansas City, MO 64108	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A : American Contractors Insurance Company RRG</td> <td>12300</td> </tr> <tr> <td>INSURER B : XL Specialty Insurance Company</td> <td>37885</td> </tr> <tr> <td>INSURER C : ACIG Insurance Company</td> <td>19984</td> </tr> <tr> <td>INSURER D : Steadfast Insurance Company</td> <td>26387</td> </tr> <tr> <td>INSURER E : Travelers Property Casualty Company Of America</td> <td>25674</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER	NAIC #	INSURER A : American Contractors Insurance Company RRG	12300	INSURER B : XL Specialty Insurance Company	37885	INSURER C : ACIG Insurance Company	19984	INSURER D : Steadfast Insurance Company	26387	INSURER E : Travelers Property Casualty Company Of America	25674	INSURER F :	
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INSURER D : Steadfast Insurance Company	26387														
INSURER E : Travelers Property Casualty Company Of America	25674														
INSURER F :															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			GL18A00048 ⁺	6/1/2019	6/1/2020	EACH OCCURRENCE \$ 10,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 10,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 10,000,000 STOP GAP \$ 10,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			AL18000015	6/1/2019	6/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			US00084656L19A	6/1/2019	6/1/2020	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WCA000012019	6/1/2019	6/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Pollution			EOC3999305-12	6/1/2019	6/1/2020	Ea Claim/Aggregate* 10,000,000
E	Equipment Floater			6305K196395	12/1/2018	12/1/2019	Any One Item 1,000,000

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

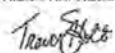
*Policy #GL17B00048/GL17C00048 GL XS

Professional/Pollution Aggregate* Limit is total insurance available for all claims presented within the policy period for operations of insured. Limit will be reduced by payments of indemnity and/or expenses

CITY OF BELTON, MO IS AN ADDITIONAL INSURED TO THE ABOVE REFERENCED COVERAGES INCLUDING PRODUCTS/COMPLETED OPERATIONS EXCEPT WORKERS' COMPENSATION AS ALLOWED BY STATUTE AND IF REQUIRED BY WRITTEN CONTRACT. COVERAGE IS PRIMARY/NONCONTRIBUTORY. WAIVER OF SUBROGATION IS APPLICABLE WHERE ALLOWED BY STATUTE AND IF REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

CANCELLATION

City of Belton, MO 506 Main Street Belton, MO 64012	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ACORD 25 (2016/03)

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