



**Agenda of the Belton City Council  
Regular Meeting  
November 26, 2019 – 6:00 p.m.  
City Hall Annex  
520 Main Street, Belton, Missouri**

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

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

- A. **Motion approving the minutes of the November 12, 2019, City Council Work Session & Regular Meeting.**

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- B. **Motion authorizing the sale of surplus city inventory/personal property by Mayo Auction & Realty.**

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- C. **Motion approving the October 2019 Municipal Division Summary Report for Municipal Court.**

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- D. Motion approving Resolution R2019-101

**A resolution approving actions of the City Manager to engage Breit Construction, LLC for emergency sinkhole repairs located at 411-412 Hargis Lane and ratifying Task Agreement No. 2019-5 in the amount of \$67,456.12.**

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- E. Motion approving Resolution R2019-102

**A resolution approving Task Agreement No. 2020-4 with FTC Equipment, LLC to replace sludge pump #1 at the Wastewater Treatment Plant in a not-to-exceed amount of \$10,984.67.**

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V. PERSONAL APPEARANCES

VI. ORDINANCES

- A. Motion approving the final reading of Bill No. 2019-57

**An ordinance approving an amendment to the City's Zoning Map to authorize the creation of a Planned Unit Development in an existing R-2 (Single Family and Two Family Planned Unit Development) District, subject to plan documents and conditions herein specified, for Shady Lane, an existing two-family neighborhood located North of East North Avenue and East of Shady Lane, Belton, Cass County, Missouri.**

- B. Motion approving both readings of Bill No. 2019-58

**An ordinance approving a Development and Maintenance Agreement for Shady Lane, a Planned Unit Development in the City of Belton, Cass County, Missouri.**

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- C. Motion approving both readings of Bill No. 2019-59

**An ordinance approving the vacation of public streets and right of ways as part of a Final Development Plan for the Shady Lane Planned Unit Development, in the City of Belton, Cass County, Missouri.**

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- D. Motion approving the first reading of Bill No. 2019-60

**An ordinance of the City of Belton, Missouri approving the Agency Participation Agreement among the Mid-America Regional Council (MARC), Traffic Technology Services, Inc. (TTS), and the City of Belton, Missouri in conjunction with the Data Authorization Agreement between MARC and TTS to provide real time traffic data at \$0.00 cost to the city.**

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- E. Motion approving the first reading of Bill No. 2019-61

**An ordinance approving a Fire Protection Agreement between the City of Belton and the Mount Pleasant Fire Protection District.**

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- VII. RESOLUTIONS
- VIII. CITY COUNCIL LIAISON REPORTS
- IX. MAYOR'S COMMUNICATIONS
- X. CITY MANAGER'S REPORT

December 2019/January 2020 meetings

12/10 work session & regular meeting – 6:00 p.m.

12/24 work session & regular meeting – Canceled

01/14 work session & regular meeting – 6:00 p.m.

01/28 work session & regular meeting – 6:00 p.m.

- XI. OTHER BUSINESS
- XII. ADJOURN

**SECTION IV**  
**A**

**Minutes of the Belton City Council  
Work Session and Regular Meeting  
November 12, 2019  
City Hall Annex  
520 Main Street, Belton, Missouri**

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

Dave Clements, Director of Planning and Building, presented information to the Council about the proposed planned unit development (PUD) designation for the existing Shady Lane Duplexes. There is a new property owner who is creating a gated 55 and over community. The PUD is necessary to construct carports over the existing parking pads located in front of the units and to vacate the public streets making them private streets. The Planning Commission recommend approval at their October 21, 2019 meeting.

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

Councilmember Finn lead the Pledge of Allegiance to the Flag.

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

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

### **CONSENT AGENDA**

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

- approving the minutes of the October 22, 2019, City Council Work Session & Regular Meeting and November 5, 2019, Special Meeting.
- approving a bid from Top Coat KC to paint the Police Department building for the amount of \$9,999.00.
- approving Resolution R2019-100: **A resolution approving actions of the City Manager to engage Breit Construction, LLC for emergency repair of sinkhole located at 204 Hillcrest Drive and ratifying Task Agreement No. 2019-9 in the amount of \$11,500.03.**

Councilmember Lathrop seconded. All voted in favor. Consent agenda approved.

### **PERSONAL APPEARANCES**

Mayor Davis presented Dr. Andrew Underwood and Dr. Stacey Yurkovich with a proclamation congratulating the Belton School District for receiving the Ford Next Generation Learning (Ford NGL) designation.

Mayor Davis presented Mary Cummings and students with a proclamation declaring November 18, 2019, "Buckle Up, Phone Down" day in Belton in conjunction with MoDOT's Buckle Up challenge. Ms. Cummings also presented to the City two Buckle Up, Phone Down MoDOT signs to put up in town.

Mayor Davis said the City of Belton received the 7 Seals Award from Missouri Employer Support of the Guard & Reserve (MO ESGR).

Scott Swaggart, 1009 Colbern Drive – Mr. Swaggart has concerns about the rental inspection program. He believes ordinances are already available to remediate problems. The City needs to find better ways to enforce them.

Nathan Priest, 204 Main Street – Mr. Priest believes the rental inspection program will be treating the owners of rental-occupied dwellings differently than owner-occupied dwellings. There are already current codes to accomplish what the City wants.

John Watt, Attorney, Baker Sterchi Cowden & Rice, LLC, Kansas City, MO – the ordinance is unconstitutionally vague, as written.

## **ORDINANCES**

Andrea Cunningham, City Clerk, gave the final reading of Bill No. 2019-55: **An ordinance approving a Rental Inspection Program in the City of Belton, Missouri, by adding a new Article V to Chapter 10 of the Unified Development Code.**

Presented by Councilmember Peek, seconded by Councilmember Trutzel. Councilmember Lathrop read citizen comments against the program. Councilmember Davidson read a citizen comment in favor of the program and her own comment in favor of the program. Councilmember Finn said he spoke with several property owners in Belton and the vast majority are not in favor of this program. Councilmember VanWinkle said he doesn't agree with the way the ordinance is written. Councilmember Clark said he doesn't like how the ordinance will be administered. Vote on the final reading was recorded:

Ayes: 4 Trutzel, Peek, Davidson, Mayor Davis

Noes: 5 Lathrop, Savage, VanWinkle, Clark, Finn

Absent: 0

Bill No. 2019-55 failed.

There was an interruption from the crowd by Mr. Joe Cooper. Mr. Cooper stated he believed Councilmen who are landlords should not vote on this.

Ms. Cunningham read Bill No. 2019-57: **An ordinance approving an amendment to the City's Zoning Map to authorize the creation of a Planned Unit Development in an existing R-2 (Single Family and Two Family Planned Unit Development) District, subject to plan documents and conditions herein specified, for Shady Lane, an existing two-family neighborhood located North of East North Avenue and East of Shady Lane, Belton, Cass County, Missouri.**

Presented by Councilmember Trutzel, seconded by Councilmember Clark. Vote on the first reading was recorded with all voting in favor. First reading passed.

## **CITY COUNCIL LIAISON REPORTS**

Councilmember Davidson gave a Park report.

- Good turnout for the Veteran's Day parade
- November 23, Kids' Night Out, High Blue Wellness
- High Blue Wellness is hiring



- Basketball league signups at High Blue Wellness
- December 2, 5:30 p.m., Mayor’s Christmas Tree Lighting, Memorial Station

**MAYOR’S COMMUNICATIONS**

- Good turnout at HyVee for their Veteran’s Day breakfast
- There were 22 teams at the Turkey Bowl – fundraiser for Belton school district scholarships The Chamber of Commerce hosted the State of the City lunch today.

**CITY MANAGER’S REPORT**

November/December 2019 meetings

11/26 work session & regular meeting – 6:00 p.m.

12/10 work session & regular meeting – 6:00 p.m.

12/24 work session & regular meeting – Canceled

- Fire Chief, John Sapp, said there will be a retirement party on November 13 at 4 p.m. at Station 2 for Captain Robert Bellefy. On November 14 at 6 p.m. at Memorial Station there will be a badge pinning ceremony. The City Council is invited.
- Jay Kennedy, Golf Course Manager, said the new rain station is installed.

**OTHER BUSINESS**

Councilmember Clark asked if our ordinance on “smoking prohibited in enclosed public places” could be amended to include vaping. Padraic Corcoran, Attorney, said the code already addresses this. Councilmember Clark suggested we send a letter to business owners reminding them of this.

Councilmember Clark asked about revisiting the discussion of a possible recycling center.

At 7:13 p.m. Councilmember Trutzel moved to enter Executive Session to discuss matters pertaining to Legal Actions, according to Missouri Statute 610.021.1 and that the record be closed, and the meeting adjourn from there. Councilmember Savage seconded. The following vote was recorded.

Ayes: 9 VanWinkle, Lathrop, Clark, Savage, Finn, Mayor Davis, Peek, Trutzel, Davidson

Noes: 0

Absent: 0

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

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Andrea Cunningham, City Clerk

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Mayor Jeff Davis

**SECTION IV**  
**B**



**Mayo Auction**

11/26/2019

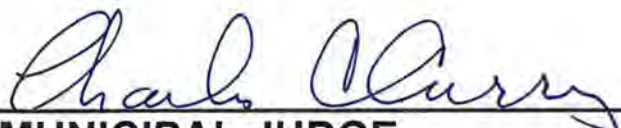
1	4.6L Romeo engine from a 1996-2004 Ford Crown Victoria
1	automotive lifts 8' 8" with lines for hydraulics
5	flat screen monitors
6	Lenovo i3 8gb ram computers (no hard drives)

# **SECTION IV**

## **C**

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

**COURT DATES: 10/2/19; 10/9/19; 10/16/19; 10/23/19;  
10/30/19**

  
\_\_\_\_\_  
**MUNICIPAL JUDGE** **11/6/19**  
**DATE**

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

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



# Payment Plan Reports - Collected

Belton Municipal Division  
Friday, November 1, 2019 4:34 PM

## Payment Detail Listing By Payment Plan Number From 10/01/2019 - 10/31/2019

PP#	Defendant Name	Trans. Date	Trans. Number	Receipt #	Citation#-Viol.	Amount Paid	C	A
PP0000380	SPITLER, LINDA LEE	10/29/2019	483685	R00054548	140789423-1	\$30.00 PY	✓	✓
<b>PP0000380 Totals:</b>						<b>\$30.00</b>		
PP0000631	BROWN, ANGELICA J	10/04/2019	481331	R00054156	140792198-1	\$10.00 PY	✓	✓
<b>PP0000631 Totals:</b>						<b>\$10.00</b>		
PP0000654	CAIN, JAMISON MATTHEW	10/25/2019	482557	R00054521	101900190-1	\$100.00 PY	✓	✓
<b>PP0000654 Totals:</b>						<b>\$100.00</b>		
PP0000726	BRUNNER, JESSICA D	10/19/2019	482143	R00054379	140798876-1	\$60.00 PY	✓	✓
<b>PP0000726 Totals:</b>						<b>\$60.00</b>		
PP0000803	PFLANZ, CHARLES DONAVAN	10/20/2019	482144	R00054380	160765925-1 160765926-1 160765927-1	\$300.00 PY	✓	✓
<b>PP0000803 Totals:</b>						<b>\$300.00</b>		
PP0000824	MCDERMOTT, JASON SCOTT	10/30/2019	483872		140794379-1	\$30.00 AB	✓	✓
		10/30/2019	483873		140794379-1	\$15.00 AB	✓	✓
<b>PP0000824 Totals:</b>						<b>\$45.00</b>		
PP0000826	JOHNSON, DUSTIN W	10/09/2019	481542	R00054224	140799160-1 160754103-1	\$50.00 PY	✓	✓
<b>PP0000826 Totals:</b>						<b>\$50.00</b>		
PP0000906	BLACK, BRANDON LLOYD	10/04/2019	481314	R00054140	121165665-1	\$60.00 PY	✓	✓
<b>PP0000906 Totals:</b>						<b>\$60.00</b>		
PP0000963	HEATER, ANTHONY JAMES	10/18/2019	482141	R00054377	140794442-1	\$200.00 PY	✓	
<b>PP0000963 Totals:</b>						<b>\$200.00</b>		
PP0001083	MADGE, BRIA DESHAI	10/06/2019	481348	R00054172	140801126-1	\$100.00 PY	✓	
<b>PP0001083 Totals:</b>						<b>\$100.00</b>		
PP0001110	CROSBY, JACOB NEIL	10/10/2019	481683	R00054274	121165604-1	\$15.00 PY	✓	✓
<b>PP0001110 Totals:</b>						<b>\$15.00</b>		
PP0001157	HOLLAND, TIFFANY NICOLE	10/04/2019	481335	R00054160	140802021-1	\$68.00 PY	✓	
<b>PP0001157 Totals:</b>						<b>\$68.00</b>		
PP0001317	BASINSKI, TAYLOR MATTHEW	10/11/2019	481777	R00054298	140804344-1	\$10.00 PY	✓	✓
<b>PP0001317 Totals:</b>						<b>\$10.00</b>		
PP0001333	COLEMAN, JEREMIAH	10/04/2019	481286	R00054138	140804608-1	\$20.00 PY	✓	✓
<b>PP0001333 Totals:</b>						<b>\$20.00</b>		
PP0001370	BOSCH, HEATHER MICHELLE	10/16/2019	481972		121166620-1	\$15.00 AB	✓	✓
<b>PP0001370 Totals:</b>						<b>\$15.00</b>		
PP0001400	TUCKER, GARY DON	10/15/2019	481891	R00054312	160753569-1	\$20.00 PY	✓	✓
<b>PP0001400 Totals:</b>						<b>\$20.00</b>		
PP0001457	CORBIN, SHYANNE C	10/15/2019	481904	R00054322	160753150-1	\$10.00 PY	✓	✓
<b>PP0001457 Totals:</b>						<b>\$10.00</b>		
PP0001486	WILLIAMS, EMARSIS C.D.	10/01/2019	481100		140801493-1	\$15.00 AB	✓	
		10/01/2019	481101	R00054074	140801493-1 160753159-1	\$169.00 PY	✓	
<b>PP0001486 Totals:</b>						<b>\$184.00</b>		
PP0001515	MEDINA, SCOTT	10/09/2019	481571	R00054243	140804835-1	\$15.00 PY	✓	✓
<b>PP0001515 Totals:</b>						<b>\$15.00</b>		
PP0001572	BARBER, CHRYSTAL LYNN	10/21/2019	482216	R00054390	160754895-1 160754896-1	\$15.00 PY	✓	✓
<b>PP0001572 Totals:</b>						<b>\$15.00</b>		

\* Indicates an overpayment was made on the Payment Plan

PP0001608	EKE, EMMA LORRAINE	10/30/2019	483844		160752188-1	\$15.00 AB ✓ ✓
<b>PP0001608 Totals:</b>						<b>\$15.00</b>
PP0001671	KELLEY, DOMINIQUE JANA E	10/16/2019	481994	R00054355	140804944-1	\$20.00 PY ✓ ✓
<b>PP0001671 Totals:</b>						<b>\$20.00</b>
PP0001718	CONNER, RICHARD WAYNE II	10/25/2019	482544	R00054516	160759835-1	\$98.00 PY ✓
<b>PP0001718 Totals:</b>						<b>\$98.00</b>
PP0001980	BERRY, LEIGHANN KATHRYN	10/08/2019	481465	R00054200	160757625-1 160759911-1	\$30.00 PY ✓ ✓
<b>PP0001980 Totals:</b>						<b>\$30.00</b>
PP0001987	LUCAS, JAMES A	10/21/2019	482195	R00054385	160754571-1 160761803-1	\$100.00 PY ✓ ✓
<b>PP0001987 Totals:</b>						<b>\$100.00</b>
PP0002041	LESTLIE, SAMARIA G. S.	10/21/2019	482212	R00054387	121183536-1	\$170.00 PY ✓
<b>PP0002041 Totals:</b>						<b>\$170.00</b>
PP0002052	BLUE, WILLIAM JASON	10/23/2019	482358	R00054449	160756103-1	\$85.00 PY ✓
<b>PP0002052 Totals:</b>						<b>\$85.00</b>
PP0002058	MCCLURE, TINA MARIE	10/23/2019	482388	R00054474	160755833-1	\$60.00 PY ✓ ✓
<b>PP0002058 Totals:</b>						<b>\$60.00</b>
PP0002062	CROSSLEY, DAKOTA BRADLY	10/11/2019	481733	R00054281	160755014-1 160755015-1	\$20.00 PY ✓ ✓
<b>PP0002062 Totals:</b>						<b>\$20.00</b>
PP0002072	BOLTON, RAHN NMI	10/16/2019	481944	R00054341	160754068-1	\$20.00 PY ✓ ✓
<b>PP0002072 Totals:</b>						<b>\$20.00</b>
PP0002136	BREECE, TRACY LYNN	10/07/2019	481440	R00054178	160757665-1	\$20.00 PY ✓ ✓
<b>PP0002136 Totals:</b>						<b>\$20.00</b>
PP0002222	MCCLUSKEY, JUSTIN RYAN	10/22/2019	482308	R00054436	160763719-1	\$68.00 PY ✓
<b>PP0002222 Totals:</b>						<b>\$68.00</b>
PP0002262	RADFORD, LARRY D	10/23/2019	482355	R00054446	160756729-1	\$105.00 PY ✓ ✓
<b>PP0002262 Totals:</b>						<b>\$105.00</b>
PP0002308	MCNEIGHT, MICHAEL JEAN	10/29/2019	483703	R00054561	160756055-1	\$25.00 PY ✓ ✓
<b>PP0002308 Totals:</b>						<b>\$25.00</b>
PP0002345	TERRONES, KIMBERLY T	10/02/2019	481132	R00054087	160758977-1 160758978-1	\$253.00 PY ✓
<b>PP0002345 Totals:</b>						<b>\$253.00</b>
PP0002374	GILKEY, ANDERSON (X)	10/21/2019	482269	R00054427	160762611-1	\$50.00 PY ✓ ✓
<b>PP0002374 Totals:</b>						<b>\$50.00</b>
PP0002428	ENGLAND, JEREMIAH	10/12/2019 10/26/2019	481783 483559	R00054303 R00054523	160766570-1 160766570-1	\$40.00 PY ✓ ✓ \$40.00 PY ✓ ✓
<b>PP0002428 Totals:</b>						<b>\$80.00</b>
PP0002446	UNDERWOOD, GEORGE EDWARD	10/04/2019	481327	R00054152	160764654-1	\$10.00 PY ✓ ✓
<b>PP0002446 Totals:</b>						<b>\$10.00</b>
PP0002457	MARTIN, REBEKAH M	10/09/2019	481640	R00054271	160758456-1	\$30.00 PY ✓ ✓
<b>PP0002457 Totals:</b>						<b>\$30.00</b>
PP0002488	HARBOUR, SYLVESTER JR JR	10/16/2019	481936	R00054336	160761459-1	\$20.00 PY ✓ ✓
<b>PP0002488 Totals:</b>						<b>\$20.00</b>
PP0002513	JOHNSON, HALLIE LEIGH	10/04/2019 10/20/2019	481329 482146	R00054154 R00054382	140803024-1 140803024-1	\$60.00 PY ✓ ✓ \$20.00 PY ✓ ✓
<b>PP0002513 Totals:</b>						<b>\$80.00</b>
PP0002542	WOOD, AUSTIN EUGENE	10/02/2019	481174	R00054112	140803775-1	\$100.00 PY ✓ ✓
<b>PP0002542 Totals:</b>						<b>\$100.00</b>
PP0002567	MILLER, ANTHONY P	10/10/2019	481729		160753192-1	\$15.00 AB ✓ ✓
<b>PP0002567 Totals:</b>						<b>\$15.00</b>
PP0002614	CARDWELL, ELLEN LYNN	10/24/2019	482513	R00054497	160760342-1	\$25.00 PY ✓ ✓
<b>PP0002614 Totals:</b>						<b>\$25.00</b>
PP0002650	SMITH, SHYHEIM WAYNE	10/10/2019	481730		160764119-1	\$15.00 AB ✓ ✓
<b>PP0002650 Totals:</b>						<b>\$15.00</b>

\* Indicates an overpayment was made on the Payment Plan

PP0002681	WELLS, COLE EVERET III	10/01/2019	481090	R00054066	160761583-1 160761584-1	\$100.00 PY ✓ ✓
<b>PP0002681 Totals:</b>						<b>\$100.00</b>
PP0002700	BESHORE, JENICE M	10/29/2019	483702	R00054560	160760412-1	\$25.00 PY ✓ ✓
<b>PP0002700 Totals:</b>						<b>\$25.00</b>
PP0002711	MCDONALD, IAN JEFFERY	10/09/2019	481562	R00054238	160763258-1 160763259-1	\$135.00 PY ✓
<b>PP0002711 Totals:</b>						<b>\$135.00</b>
PP0002725	KILGORE, KRYSTLE LYNNE	10/23/2019	482363	R00054455	160762497-1	\$98.00 PY ✓
<b>PP0002725 Totals:</b>						<b>\$98.00</b>
PP0002731	WADE, HEATHER LYNN	10/18/2019	482125	R00054365	160761811-1	\$125.00 PY ✓
<b>PP0002731 Totals:</b>						<b>\$125.00</b>
PP0002747	ELLISON, TAMMY JEANNE	10/11/2019	481764	R00054294	160764613-1	\$42.00 PY ✓
<b>PP0002747 Totals:</b>						<b>\$42.00</b>
PP0002783	DECKER, WILLIAM ALBERT	10/08/2019	481461	R00054197	170000003-1	\$50.00 PY ✓ ✓
<b>PP0002783 Totals:</b>						<b>\$50.00</b>
PP0002795	CALLEN, AUDRA LEA LARAE	10/07/2019	481419		160760456-1	\$15.00 AB ✓ ✓
<b>PP0002795 Totals:</b>						<b>\$15.00</b>
PP0002802	KIHN, LINDA ANN	10/16/2019	481926	R00054326	160765960-1	\$30.00 PY ✓ ✓
<b>PP0002802 Totals:</b>						<b>\$30.00</b>
PP0002808	SIMS, PATRICIA L	10/16/2019	482000	R00054357	160761565-1	\$20.00 PY ✓ ✓
<b>PP0002808 Totals:</b>						<b>\$20.00</b>
PP0002819	MURPHY, THURSTON RONALD RAYMOND	10/21/2019	482267	R00054425	160764302-1	\$20.00 PY ✓ ✓
<b>PP0002819 Totals:</b>						<b>\$20.00</b>
PP0002830	HAYNES, GARY DEAN	10/25/2019	482534	R00054506	160761552-1 160761553-1	\$200.00 PY ✓
<b>PP0002830 Totals:</b>						<b>\$200.00</b>
PP0002841	HERMON, CAROLE R	10/16/2019	481906	R00054324	160765658-1	\$40.00 PY ✓ ✓
<b>PP0002841 Totals:</b>						<b>\$40.00</b>
PP0002846	LASH, TARA MARIE	10/13/2019	481787	R00054307	160765348-1	\$20.00 PY ✓ ✓
<b>PP0002846 Totals:</b>						<b>\$20.00</b>
PP0002853	THOMAS, MATTHEW AARON	10/16/2019	481948	R00054345	160763758-1 160765776-1	\$146.00 PY ✓
		10/24/2019	482508	R00054494	160765776-1	\$100.00 PY ✓
<b>PP0002853 Totals:</b>						<b>\$246.00</b>
PP0002859	OSBORNE, NATHANIEL WALKER	10/23/2019	482316	R00054443	160765839-1	\$133.00 PY ✓
<b>PP0002859 Totals:</b>						<b>\$133.00</b>
PP0002886	GORDON, DEANDRE DEWAYNE	10/23/2019	482413	R00054485	160761875-1	\$60.00 PY ✓ ✓
<b>PP0002886 Totals:</b>						<b>\$60.00</b>
PP0002890	SIBLEY, TREY EUGENE	10/10/2019	481732	R00054280	160760450-1	\$20.00 PY ✓ ✓
<b>PP0002890 Totals:</b>						<b>\$20.00</b>
PP0002903	PRICE, MONTEL ODELL	10/30/2019	483818	R00054593	160764946-1	\$20.00 PY ✓ ✓
<b>PP0002903 Totals:</b>						<b>\$20.00</b>
PP0002926	BUTLER, MYKALIA C	10/03/2019	481223	R00054128	160766130-1	\$15.00 PY
		10/22/2019	482305	R00054433	160766130-1	\$25.00 PY
<b>PP0002926 Totals:</b>						<b>\$40.00</b>
PP0002931	WAKEFIELD, DARREN WADE	10/11/2019	481768		160763596-1	\$15.00 AB ✓ ✓
<b>PP0002931 Totals:</b>						<b>\$15.00</b>
PP0002940	NEUENSCHWANDER, DAVID K	10/16/2019	481951	R00054348	160765935-1	\$20.00 PY ✓ ✓
<b>PP0002940 Totals:</b>						<b>\$20.00</b>
PP0002945	MUTURI, TWILA SHEVENE	10/02/2019	481219	R00054124	160764318-1	\$20.00 PY ✓ ✓
<b>PP0002945 Totals:</b>						<b>\$20.00</b>
PP0002947	LARNED, BRIAN SCOTT	10/03/2019	481253	R00054130	160766502-1	\$50.00 PY ✓ ✓
<b>PP0002947 Totals:</b>						<b>\$50.00</b>
PP0002952	SAUCIER, AMANDA MARIE	10/07/2019	481439	R00054179	160766472-1	\$25.00 PY ✓
<b>PP0002952 Totals:</b>						<b>\$25.00</b>

\* Indicates an overpayment was made on the Payment Plan



PP0002977	LEE, ADAM FORREST	10/09/2019	481572	R00054244	160768041-1	\$30.00	PY	✓	✓
<b>PP0002977 Totals:</b>						<b>\$30.00</b>			
PP0002978	COFFIN, ALEXANDER MAPUSUA FAITAU JR	10/02/2019	481149	R00054101	160764537-1	\$20.00	PY	✓	✓
		10/11/2019	481762	R00054292	160764537-1	\$20.00	PY	✓	✓
<b>PP0002978 Totals:</b>						<b>\$40.00</b>			
PP0003021	ALLMAN, CELINA MARIE	10/22/2019	482306	R00054434	160766740-1	\$20.00	PY	✓	✓
<b>PP0003021 Totals:</b>						<b>\$20.00</b>			
PP0003024	SEXTON, VINCENT E	10/21/2019	482227	R00054399	160764548-1	\$20.00	PY	✓	✓
<b>PP0003024 Totals:</b>						<b>\$20.00</b>			
PP0003029	BISHOP, ROBERT WESLEY III	10/23/2019	482391	R00054477	160765802-1	\$32.00	PY	✓	✓
<b>PP0003029 Totals:</b>						<b>\$32.00</b>			
PP0003030	JOHNSON, JAMES NEIL	10/04/2019	481315	R00054141	160764669-1	\$50.00	PY	✓	✓
<b>PP0003030 Totals:</b>						<b>\$50.00</b>			
PP0003053	FRIEND, MATTHEW AARON	10/21/2019	482217	R00054391	160764600-1	\$25.00	PY	✓	✓
<b>PP0003053 Totals:</b>						<b>\$25.00</b>			
PP0003084	MOUSSER, TYRA MICHELLE	10/30/2019	483850		160766700-1	\$15.00	AB	✓	
		10/30/2019	483851	R00054607	160766700-1	\$118.00	PY	✓	
<b>PP0003084 Totals:</b>						<b>\$133.00</b>			
PP0003085	SMITH, DAUNCY LAVELLE JR	10/08/2019	481468	R00054203	160765304-1	\$30.00	PY	✓	✓
<b>PP0003085 Totals:</b>						<b>\$30.00</b>			
PP0003096	LAMOTHE, NORMAN R JR	10/04/2019	481287	R00054139	160763061-1	\$25.00	PY	✓	✓
<b>PP0003096 Totals:</b>						<b>\$25.00</b>			
PP0003101	MCKINZY, CRISSA JONNE'	10/22/2019	482295	R00054428	160763907-1	\$25.00	PY	✓	✓
<b>PP0003101 Totals:</b>						<b>\$25.00</b>			
PP0003105	BARRIER, NICOLE LYNN	10/10/2019	481728		160763598-1	\$15.00	AB	✓	✓
<b>PP0003105 Totals:</b>						<b>\$15.00</b>			
PP0003107	WALKER, ALEXIS ANN	10/23/2019	482477	R00054492	160767090-1	\$50.00	PY	✓	✓
<b>PP0003107 Totals:</b>						<b>\$50.00</b>			
PP0003113	DAVIS, HANS G.L.	10/13/2019	481784	R00054304	160765010-1	\$50.00	PY	✓	✓
<b>PP0003113 Totals:</b>						<b>\$50.00</b>			
PP0003117	PROVOLT, JUSTIN R	10/01/2019	481080	R00054061	160767143-1	\$25.00	PY	✓	✓
<b>PP0003117 Totals:</b>						<b>\$25.00</b>			
PP0003118	SMITH, JONATHAN MICHAEL	10/25/2019	482549	R00054517	160763132-1	\$40.00	PY	✓	✓
<b>PP0003118 Totals:</b>						<b>\$40.00</b>			
PP0003121	JACKSON, MELVINA LATAYA	10/02/2019	481220	R00054125	160766909-1 160766910-1	\$100.00	PY	✓	✓
<b>PP0003121 Totals:</b>						<b>\$100.00</b>			
PP0003128	OWENS, THOMAS RAYMOND	10/03/2019	481259	R00054133	160767180-1	\$50.00	PY	✓	✓
<b>PP0003128 Totals:</b>						<b>\$50.00</b>			
PP0003137	UNDERWOOD, CHARLES RAYMOND	10/04/2019	481328	R00054153	160766375-1	\$20.00	PY	✓	✓
<b>PP0003137 Totals:</b>						<b>\$20.00</b>			
PP0003145	ERTER, JEFFERY LEE 2ND	10/21/2019	482260	R00054421	160766393-1	\$25.00	PY	✓	✓
<b>PP0003145 Totals:</b>						<b>\$25.00</b>			
PP0003153	MARTINEZ, ADAM J	10/21/2019	482213	R00054388	160767379-1	\$50.00	PY	✓	✓
<b>PP0003153 Totals:</b>						<b>\$50.00</b>			
PP0003164	MOSELEY, RICHARD W	10/29/2019	483686	R00054549	160766720-1	\$50.00	PY	✓	
<b>PP0003164 Totals:</b>						<b>\$50.00</b>			
PP0003171	JELLISON, ABIGAIL ANN	10/03/2019	481284	R00054136	160767946-1	\$30.00	PY	✓	✓
<b>PP0003171 Totals:</b>						<b>\$30.00</b>			
PP0003174	BIGGERSTAFF, JANICE G	10/01/2019	481093	R00054069	160768208-1	\$100.00	PY	✓	✓
<b>PP0003174 Totals:</b>						<b>\$100.00</b>			
PP0003179	MUHAMMAD, TALISHA FARIDAH	10/02/2019	481148	R00054100	160767139-1	\$40.00	PY	✓	✓
<b>PP0003179 Totals:</b>						<b>\$40.00</b>			

\* Indicates an overpayment was made on the Payment Plan



PP0003180	FISHER, ROBERT ORLANDO	10/04/2019	481325	R00054150	160766518-1 160766519-1	\$50.00 PY ✓ ✓
<b>PP0003180 Totals:</b>						<b>\$50.00</b>
PP0003185	EVANS, QUINTEN ANTHONY	10/10/2019	481731	R00054279	160765351-1 160765352-1	\$298.00 PY ✓
<b>PP0003185 Totals:</b>						<b>\$298.00</b>
PP0003187	CUNNINGHAM, GUNNAR R	10/10/2019	481684	R00054275	190282394-1	\$20.00 PY ✓ ✓
<b>PP0003187 Totals:</b>						<b>\$20.00</b>
PP0003193	BARNETT, JESSICA LEANN	10/21/2019	482265	R00054423	160765774-1	\$50.00 PY ✓ ✓
<b>PP0003193 Totals:</b>						<b>\$50.00</b>
PP0003201	RYAN, SONNY RAY	10/23/2019	482441	R00054488	160767504-1	\$50.00 PY ✓ ✓
<b>PP0003201 Totals:</b>						<b>\$50.00</b>
PP0003206	SYDNEY, NANCY LEIGH	10/01/2019	481091	R00054067	160767848-1	\$15.00 PY ✓ ✓
<b>PP0003206 Totals:</b>						<b>\$15.00</b>
PP0003208	LILE, ANGELA JEAN	10/01/2019	481095	R00054071	190282044-1	\$50.00 PY ✓ ✓
<b>PP0003208 Totals:</b>						<b>\$50.00</b>
PP0003209	LASH, JEFFERY D E	10/13/2019	481788	R00054308	160767388-1	\$40.00 PY ✓ ✓
<b>PP0003209 Totals:</b>						<b>\$40.00</b>
PP0003210	WILLIAMS, ALEE'HA SIMONE	10/04/2019 10/22/2019	481336 482297	R00054161 R00054430	140804252-1 140804253-1 140804252-1	\$20.00 PY \$20.00 PY ✓ ✓
<b>PP0003210 Totals:</b>						<b>\$40.00</b>
PP0003213	EKUKINAM, BIANCA LACHANN	10/23/2019	482360	R00054452	160767295-1	\$61.00 PY ✓
<b>PP0003213 Totals:</b>						<b>\$61.00</b>
PP0003215	JOHNSON, LENISE L	10/23/2019	482414	R00054486	160756839-1	\$30.00 PY ✓ ✓
<b>PP0003215 Totals:</b>						<b>\$30.00</b>
PP0003222	CLARK, KAY LAVERNE	10/07/2019	481450	R00054189	140795479-1 140795480-1	\$40.00 PY ✓ ✓
<b>PP0003222 Totals:</b>						<b>\$40.00</b>
PP0003230	SORRELL, TYLER JUSTIN	10/08/2019 10/25/2019	481470 482533	R00054205 R00054505	160761894-1 160761894-1	\$25.00 PY ✓ ✓ \$35.00 PY ✓ ✓
<b>PP0003230 Totals:</b>						<b>\$60.00</b>
PP0003240	AULT, JILL MARIE	10/28/2019	483637	R00054529	190282626-1	\$63.00 PY ✓
<b>PP0003240 Totals:</b>						<b>\$63.00</b>
PP0003243	PLUMB, ANGELA LYNNE	10/23/2019	482379	R00054450	160768174-1	\$20.00 PY ✓ ✓
<b>PP0003243 Totals:</b>						<b>\$20.00</b>
PP0003257	BERYMON, LATANYA RENA	10/29/2019 10/30/2019	483701 483774	R00054559 R00054581	190282488-1 190282488-1	\$50.00 PY ✓ \$100.00 PY ✓
<b>PP0003257 Totals:</b>						<b>\$150.00</b>
PP0003261	SUTTON, DAVID L	10/25/2019	482535	R00054507	160766710-1	\$25.00 PY ✓ ✓
<b>PP0003261 Totals:</b>						<b>\$25.00</b>
PP0003262	FORD, NICOLE	10/23/2019	482364	R00054456	160768502-1	\$80.00 PY ✓ ✓
<b>PP0003262 Totals:</b>						<b>\$80.00</b>
PP0003265	REYES, ANGELA DAWN	10/22/2019	482307	R00054435	160768389-1 160768390-1	\$100.00 PY ✓ ✓
<b>PP0003265 Totals:</b>						<b>\$100.00</b>
PP0003266	JOHNSON, JOSHUA	10/15/2019	481892	R00054313	160767999-1	\$23.00 PY ✓
<b>PP0003266 Totals:</b>						<b>\$23.00</b>
PP0003272	FLYNN, SHAWN M	10/17/2019	482053	R00054361	160767720-1	\$30.00 PY ✓ ✓
<b>PP0003272 Totals:</b>						<b>\$30.00</b>
PP0003273	PETERSON, WILLIAM D	10/07/2019	481454	R00054191	160767607-1	\$40.00 PY ✓ ✓
<b>PP0003273 Totals:</b>						<b>\$40.00</b>
PP0003283	FOULK, TRISTA ANITA	10/03/2019	481221	R00054126	190282194-1	\$40.00 PY ✓ ✓
<b>PP0003283 Totals:</b>						<b>\$40.00</b>

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PP0003289	JOHNSON, SHAFTT FITZGARRETT	10/21/2019	482221	R00054395	160768070-1 160768071-1 160768072-1	\$450.00 PY ✓ ✓
<b>PP0003289 Totals:</b>						<b>\$450.00</b>
PP0003291	BIONDO, TONI LYNNE	10/22/2019	482310	R00054438	190282475-1	\$150.00 PY ✓ ✓
<b>PP0003291 Totals:</b>						<b>\$150.00</b>
PP0003292	BEHRMAN, TERESA K	10/03/2019	481282	R00054134	160768169-1 160768170-1	\$50.00 PY ✓ ✓
<b>PP0003292 Totals:</b>						<b>\$50.00</b>
PP0003295	MYNATT, GEORGE DAVID	10/21/2019	482268	R00054426	190283817-1	\$100.00 PY ✓ ✓
<b>PP0003295 Totals:</b>						<b>\$100.00</b>
PP0003302	STEWART, LISA JOANNE	10/01/2019	481048	R00054057	160768104-1	\$40.00 PY ✓
		10/25/2019	482537	R00054509	160768104-1	\$53.00 PY ✓
<b>PP0003302 Totals:</b>						<b>\$93.00</b>
PP0003306	LING, KAYLA ERIN	10/02/2019	481125	R00054082	190282705-1	\$50.00 PY ✓ ✓
		10/26/2019	483558	R00054522	190282705-1	\$50.00 PY ✓ ✓
<b>PP0003306 Totals:</b>						<b>\$100.00</b>
PP0003311	SCHWERDTFEGER, PAUL S	10/07/2019	481456	R00054193	160766092-1 160767637-1	\$50.00 PY ✓ ✓
<b>PP0003311 Totals:</b>						<b>\$50.00</b>
PP0003313	GREEN, TREYVON S	10/12/2019	481782	R00054302	190282932-1	\$73.00 PY ✓
<b>PP0003313 Totals:</b>						<b>\$73.00</b>
PP0003314	WEBB, BRETT D	10/11/2019	481759	R00054289	190282559-1	\$25.00 PY ✓ ✓
<b>PP0003314 Totals:</b>						<b>\$25.00</b>
PP0003315	CONKLING, PATRICIA A	10/22/2019	482309	R00054437	190282472-1 190282473-1	\$248.00 PY ✓
<b>PP0003315 Totals:</b>						<b>\$248.00</b>
PP0003316	CLARK, PATRICK WILLIAM	10/23/2019	482359	R00054451	160768553-1	\$150.00 PY ✓ ✓
<b>PP0003316 Totals:</b>						<b>\$150.00</b>
PP0003319	GOODELL, LASZLO DALE SR	10/07/2019	481453	R00054190	190282564-1	\$25.00 PY ✓ ✓
<b>PP0003319 Totals:</b>						<b>\$25.00</b>
PP0003324	BREWER, MARY FRANCES	10/07/2019	481350	R00054174	190283041-1	\$30.00 PY ✓ ✓
<b>PP0003324 Totals:</b>						<b>\$30.00</b>
PP0003332	PATTISON, MICAH SHANE	10/02/2019	481124	R00054081	160763927-1	\$20.00 PY ✓ ✓
<b>PP0003332 Totals:</b>						<b>\$20.00</b>
PP0003334	SCHASTEEN, GUY WAYLAN	10/25/2019	482550	R00054518	190283535-1	\$20.00 PY ✓ ✓
<b>PP0003334 Totals:</b>						<b>\$20.00</b>
PP0003337	SEURA, DAVID	10/21/2019	482214	R00054389	190282210-1	\$25.00 PY ✓ ✓
<b>PP0003337 Totals:</b>						<b>\$25.00</b>
PP0003338	BLACKSHER, SANDRA JUNE	10/15/2019	481897	R00054318	160765451-1	\$20.00 PY ✓ ✓
<b>PP0003338 Totals:</b>						<b>\$20.00</b>
PP0003339	WILLIAMS, MARK ANDREW JR	10/12/2019	481779	R00054299	190282188-1 190283556-1	\$50.00 PY ✓ ✓
<b>PP0003339 Totals:</b>						<b>\$50.00</b>
PP0003342	BROWNE, KRYSTAL JOYCE	10/23/2019	482409	R00054484	160767990-1	\$40.00 PY ✓ ✓
<b>PP0003342 Totals:</b>						<b>\$40.00</b>
PP0003346	SHERWOOD, RANDY RUSSELL	10/25/2019	482551	R00054519	160768545-1 160768546-1 160768547-1 160768548-1	\$200.00 PY ✓ ✓
<b>PP0003346 Totals:</b>						<b>\$200.00</b>
PP0003347	SIMPSON, KIMBERLEY ALANE	10/11/2019	481775	R00054297	190283314-1	\$50.00 PY ✓ ✓
<b>PP0003347 Totals:</b>						<b>\$50.00</b>
PP0003351	BURRESS, ALEC ELIAS	10/04/2019	481334	R00054159	160767301-1 160767302-1	\$52.50 PY ✓
<b>PP0003351 Totals:</b>						<b>\$52.50</b>

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PP0003352	WOOLAM, STEPHANIE DAWN	10/18/2019	482140	R00054376	160768384-1	\$40.00 PY ✓ ✓
<b>PP0003352 Totals:</b>						<b>\$40.00</b>
PP0003354	SHEPHERD, KEIRSTAN KAY	10/09/2019	481646	R00054273	160761668-1	\$20.00 PY ✓ ✓
		10/20/2019	482147	R00054383	160761668-1	\$20.00 PY ✓ ✓
<b>PP0003354 Totals:</b>						<b>\$40.00</b>
PP0003355	HALE, LISA A	10/09/2019	481594	R00054256	190282534-1	\$50.00 PY ✓ ✓
<b>PP0003355 Totals:</b>						<b>\$50.00</b>
PP0003356	COX, STEPHANIE NICHOLE	10/02/2019	481151	R00054103	160766755-1	\$148.00 PY ✓
					160766756-1	
<b>PP0003356 Totals:</b>						<b>\$148.00</b>
PP0003360	NELSON, PENION D	10/09/2019	481540	R00054222	190282286-1	\$20.00 PY ✓ ✓
<b>PP0003360 Totals:</b>						<b>\$20.00</b>
PP0003361	MCCANN, MATHEW RUSSEL	10/15/2019	481896	R00054317	190282591-1	\$80.00 PY ✓
<b>PP0003361 Totals:</b>						<b>\$80.00</b>
PP0003362	GARGUS, ANTHONY J	10/03/2019	481283	R00054135	190283208-1	\$25.00 PY ✓ ✓
		10/17/2019	482061	R00054364	190283208-1	\$25.00 PY ✓ ✓
<b>PP0003362 Totals:</b>						<b>\$50.00</b>
PP0003364	CLUTTER, MARCUS GENE	10/01/2019	481083	R00054062	190283679-1	\$20.00 PY ✓ ✓
<b>PP0003364 Totals:</b>						<b>\$20.00</b>
PP0003365	RUDOLPH, TYLER JACOB FRETWELL	10/04/2019	481337	R00054162	190282506-1	\$100.00 PY ✓ ✓
					190282507-1	
<b>PP0003365 Totals:</b>						<b>\$100.00</b>
PP0003367	JONES, TAJALA RENEE	10/04/2019	481324	R00054149	190282572-1	\$75.00 PY ✓
<b>PP0003367 Totals:</b>						<b>\$75.00</b>
PP0003368	DAY, JULIANN	10/19/2019	482142	R00054378	190283502-1	\$40.00 PY ✓
<b>PP0003368 Totals:</b>						<b>\$40.00</b>
PP0003369	GERSTNER, ANDREW THOMAS	10/01/2019	481094	R00054070	190283714-1	\$104.50 PY ✓
<b>PP0003369 Totals:</b>						<b>\$104.50</b>
PP0003370	BEAL, CASSANDRA LEA	10/21/2019	482218	R00054392	160761379-1	\$20.00 PY ✓ ✓
<b>PP0003370 Totals:</b>						<b>\$20.00</b>
PP0003371	BURGIN, BRIAN E JR	10/24/2019	482511	R00054495	160764449-1	\$25.00 PY ✓ ✓
<b>PP0003371 Totals:</b>						<b>\$25.00</b>
PP0003373	SCHOFIELD, DARRYL WAYNE	10/04/2019	481316	R00054142	190283536-1	\$10.00 PY ✓ ✓
<b>PP0003373 Totals:</b>						<b>\$10.00</b>
PP0003376	ZAKKA, OMAR HASSAN	10/15/2019	481895	R00054316	190283690-1	\$40.00 PY ✓
<b>PP0003376 Totals:</b>						<b>\$40.00</b>
PP0003377	GASTON, CHRISTOPHER D	10/04/2019	481326	R00054151	160768234-1	\$50.00 PY ✓ ✓
<b>PP0003377 Totals:</b>						<b>\$50.00</b>
PP0003381	WOLFE, DIANE LYNN	10/01/2019	481087	R00054065	190283436-1	\$20.00 PY ✓ ✓
<b>PP0003381 Totals:</b>						<b>\$20.00</b>
PP0003383	RODRIGUEZ, YESENIA ISABEL	10/30/2019	483890	R00054611	190283701-1	\$30.00 PY ✓ ✓
					190283702-1	
<b>PP0003383 Totals:</b>						<b>\$30.00</b>
PP0003387	DAVIDSON, STEVEN C.	10/08/2019	481514	R00054215	190283568-1	\$85.00 PY ✓
		10/18/2019	482128	R00054367	190283568-1	\$115.00 PY ✓
<b>PP0003387 Totals:</b>						<b>\$200.00</b>
PP0003391	CARTER, TERESA ANN	10/08/2019	481462	R00054198	190282562-1	\$50.00 PY ✓ ✓
<b>PP0003391 Totals:</b>						<b>\$50.00</b>
PP0003396	REYNA, LLOLANDA (X)	10/16/2019	481925	R00054325	190282490-1	\$50.00 PY ✓
		10/30/2019	483726	R00054569	190282490-1	\$50.00 PY ✓
<b>PP0003396 Totals:</b>						<b>\$100.00</b>
PP0003397	WEBSTER, RAVEN S	10/04/2019	481333	R00054158	190282905-1	\$20.00 PY ✓ ✓
		10/31/2019	483936	R00054619	190282905-1	\$40.00 PY ✓ ✓
<b>PP0003397 Totals:</b>						<b>\$60.00</b>
PP0003398	JONES, KYRI MICHAEL	10/04/2019	481340	R00054165	190283836-1	\$100.00 PY ✓
<b>PP0003398 Totals:</b>						<b>\$100.00</b>

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PP0003403	LOUTHAN, DANA MARIE	10/18/2019	482133	R00054372	160767833-1	\$40.00 PY ✓ ✓
<b>PP0003403 Totals:</b>						<b>\$40.00</b>
PP0003405	JONES, CHARLETTA LORRANE	10/04/2019	481319	R00054144	190282741-1	\$40.00 PY ✓ ✓
<b>PP0003405 Totals:</b>						<b>\$40.00</b>
PP0003410	SMITH, MASHAWN L.	10/08/2019	481466	R00054201	190283567-1	\$20.00 PY ✓ ✓
<b>PP0003410 Totals:</b>						<b>\$20.00</b>
PP0003411	GARRETT, JOE DAVID	10/14/2019	481809	R00054309	190283289-1	\$20.00 PY ✓
		10/22/2019	482296	R00054429	190283289-1	\$5.00 PY ✓
<b>PP0003411 Totals:</b>						<b>\$25.00</b>
PP0003414	TESTERMAN, JOEY EUGENE	10/22/2019	482304	R00054432	160755825-1 160755826-1	\$200.00 PY ✓ ✓
<b>PP0003414 Totals:</b>						<b>\$200.00</b>
PP0003416	FURRELL, CASSIE J	10/02/2019	481196	R00054118	160762808-1	\$50.00 PY ✓ ✓
<b>PP0003416 Totals:</b>						<b>\$50.00</b>
PP0003417	MCCRANEY, THOMAS MICHAEL	10/11/2019	481761	R00054291	190283393-1 190283394-1	\$205.00 PY ✓
<b>PP0003417 Totals:</b>						<b>\$205.00</b>
PP0003418	RODRIGUEZ, MICHAEL H.R.	10/18/2019	482134	R00054373	190283423-1	\$25.00 PY ✓ ✓
<b>PP0003418 Totals:</b>						<b>\$25.00</b>
PP0003420	CAMPBELL, JAMES HILARYMORGAN	10/18/2019	482130	R00054369	190284390-1	\$225.00 PY ✓
<b>PP0003420 Totals:</b>						<b>\$225.00</b>
PP0003421	HAAS, TERRY MICHAEL	10/04/2019	481330	R00054155	160768263-1	\$25.00 PY ✓ ✓
<b>PP0003421 Totals:</b>						<b>\$25.00</b>
PP0003422	KISSICK, CHEYANNE RAE	10/15/2019	481893	R00054314	190284455-1	\$150.00 PY ✓
<b>PP0003422 Totals:</b>						<b>\$150.00</b>
PP0003426	HENDERSON, FALCIN CREE	10/15/2019	481890	R00054311	160752369-1	\$30.00 PY ✓ ✓
<b>PP0003426 Totals:</b>						<b>\$30.00</b>
PP0003429	ROMERO, GLORIA GARCIA	10/09/2019	481603	R00054260	190284130-1	\$120.00 PY ✓
		10/17/2019	482060	R00054363	190284130-1	\$105.00 PY ✓
<b>PP0003429 Totals:</b>						<b>\$225.00</b>
PP0003431	MALLOW, WILLIAM D	10/09/2019	481609	R00054263	190283001-1	\$100.00 PY ✓ ✓
<b>PP0003431 Totals:</b>						<b>\$100.00</b>
PP0003432	GIGUERE, AVIAN M.	10/09/2019	481611	R00054264	190282199-1	\$100.00 PY ✓
		10/18/2019	482135	R00054374	190282199-1	\$100.00 PY ✓
<b>PP0003432 Totals:</b>						<b>\$200.00</b>
PP0003433	STRICKLAND, MEGAN RENEE	10/18/2019	482129	R00054368	190284299-1	\$125.00 PY ✓
<b>PP0003433 Totals:</b>						<b>\$125.00</b>
PP0003436	SANDERS, WINFRED OLIVER	10/18/2019	482127	R00054366	190284395-1	\$40.00 PY
<b>PP0003436 Totals:</b>						<b>\$40.00</b>
PP0003437	WILLIAMS, AMANDA RENEE	10/16/2019	481953	R00054350	190283499-1	\$25.00 PY ✓ ✓
<b>PP0003437 Totals:</b>						<b>\$25.00</b>
PP0003443	HAYES, AU'MIER JAEVON	10/31/2019	483905	R00054617	160762446-1	\$100.00 PY ✓ ✓
<b>PP0003443 Totals:</b>						<b>\$100.00</b>
PP0003447	BLANCHARD, TREY FARRAR	10/25/2019	482556	R00054520	190283858-1	\$100.00 PY ✓ ✓
<b>PP0003447 Totals:</b>						<b>\$100.00</b>
PP0003457	HAYDEN, SANDRA FAY	10/16/2019	482012	R00054358	160755908-1	\$100.00 PY ✓ ✓
<b>PP0003457 Totals:</b>						<b>\$100.00</b>
PP0003459	FINLEY, HAETHER J	10/23/2019	482435	R00054487	190283731-1	\$150.00 PY ✓
<b>PP0003459 Totals:</b>						<b>\$150.00</b>
PP0003463	BROWNING, AMBER C	10/23/2019	482454	R00054489	190283614-1	\$40.00 PY ✓ ✓
<b>PP0003463 Totals:</b>						<b>\$40.00</b>
PP0003467	KRUBALLY, MUSA X	10/23/2019	482471	R00054491	190283561-1	\$50.00 PY ✓ ✓
<b>PP0003467 Totals:</b>						<b>\$50.00</b>
PP0003479	MCCASLIN, JUSTIN D	10/30/2019	483842	R00054605	190283699-1	\$75.00 PY ✓ ✓
<b>PP0003479 Totals:</b>						<b>\$75.00</b>
<b>Report Totals</b>						<b>\$12,719.00</b>

\* Indicates an overpayment was made on the Payment Plan





# My Filed Or Closed Cases Listing

Belton Municipal Division

11/6/2019 1:22:14 PM

Totals For Filed Date From 10/01/2019 To 10/31/2019

Posted Fee Totals For Posted Date From 10/01/2019 To 10/31/2019

## Violations By Filed Date

City Ordinance	160
IPMC CODE	17
MOVING TRAFFIC	301
Parking	3
Traffic	146
UNIFIED DEVELOPMENT CODE	2
<b>Total Violations Filed:</b>	<b>629</b>

## Violations Completed-Paid Fines By Filed Date

### CL-CLOSED FOUND GUILTY

MOVING TRAFFIC	75
Parking	4
Traffic	82
<b>CL</b>	<b>161</b>
<b>Total Violations Completed-Paid Fines:</b>	<b>161</b>

## Violations Completed-Before Judge By Filed Date

### CL-CLOSED FOUND GUILTY

City Ordinance	64
IPMC CODE	1
MOVING TRAFFIC	67
Traffic	125
<b>CL</b>	<b>257</b>

### DC-Dismissed by Complainant

City Ordinance	10
<b>DC</b>	<b>10</b>

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# My Filed Or Closed Cases Listing

Belton Municipal Division

11/6/2019 1:22:14 PM

Totals For Filed Date From 10/01/2019 To 10/31/2019

Posted Fee Totals For Posted Date From 10/01/2019 To 10/31/2019

## Violations Completed-Before Judge By Filed Date

### DI-CLOSED BY SIS

MOVING TRAFFIC	12	
DI		12

### DJ-Dismissed by Judge

City Ordinance	1	
DJ		1

### DP-Dismissed by Prosecutor

City Ordinance	11	
MOVING TRAFFIC	26	
Traffic	5	
DP		42

### DW-DISMISSED NO WITNESS

City Ordinance	3	
MOVING TRAFFIC	1	
Traffic	1	
DW		5

### DX-FOUND NOT GUILTY AT TRIAL

City Ordinance	1	
IPMC CODE	1	
MOVING TRAFFIC	32	
Traffic	4	
DX		38

<b>Total Violations Completed-Before Judge:</b>		<b>365</b>
---	--	------------

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# My Filed Or Closed Cases Listing

Belton Municipal Division

11/6/2019 1:22:14 PM

Totals For Filed Date From 10/01/2019 To 10/31/2019

Posted Fee Totals For Posted Date From 10/01/2019 To 10/31/2019

## Violations Completed-Other By Filed Date

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

City Ordinance	5	
D\$		5

### DO-DISMISSED BY OFFICER

City Ordinance	2	
IPMC CODE	2	
MOVING TRAFFIC	1	
DO		5

<b>Total Violations Completed-Paid Fines:</b>		<b>10</b>
---	--	-----------

Total Violations Completed-Paid Fines:	161
Total Violations Completed-Before Judge:	365
Total Violations Completed-Before Jury:	0
Total Violations Completed-Before Teen Court:	0
Total Violations Completed-Other:	10
<b>Total Violations Completed:</b>	<b>536</b>
<b>Total Violations Filed:</b>	<b>629</b>
<b>Net Difference Filed - Completed:</b>	<b>93</b>

## Warrants Issued

City Ordinance	184
IPMC CODE	3
MOVING TRAFFIC	98
Parking	1





# My Filed Or Closed Cases Listing

Belton Municipal Division

11/6/2019 1:22:14 PM

Totals For Filed Date From 10/01/2019 To 10/31/2019

Posted Fee Totals For Posted Date From 10/01/2019 To 10/31/2019

Traffic	107		
Total Warrants Issued:	393	Total Violations:	393

## Warrants Cleared

City Ordinance	168		
IPMC CODE	2		
MOVING TRAFFIC	119		
Traffic	82		
Total Warrants Cleared:	371	Total Violations:	371
Total Warrants Issued:	393		
Total Warrants Cleared:	371		
Net Difference:	22		

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## Violations Completed-Other Paid By Filed Date

### AJ-SUSPENDED IMPOSITION OF SENTEN

MOVING TRAFFIC	8		
AJ		8	

### CC-CONTEMPT OF COURT ISSUED

City Ordinance	3		
Traffic	1		
CC		4	

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

MOVING TRAFFIC	4		
CD		4	



# My Filed Or Closed Cases Listing

Belton Municipal Division

11/6/2019 1:22:14 PM

Totals For Filed Date From 10/01/2019 To 10/31/2019

Posted Fee Totals For Posted Date From 10/01/2019 To 10/31/2019

## Violations Completed-Other Paid By Filed Date

### CL-CLOSED FOUND GUILTY

City Ordinance	1	
MOVING TRAFFIC	4	
Traffic	1	
CL		6

### CN-Continued Arraignment

City Ordinance	5	
MOVING TRAFFIC	2	
Traffic	1	
CN		8

### IA-Initial Arraignment

MOVING TRAFFIC	1	
Traffic	1	
IA		2

### PP-Payment plan

City Ordinance	60	
IPMC CODE	2	
MOVING TRAFFIC	48	
Traffic	27	
UNIFIED DEVELOPMENT CODE	1	
UNUSED	1	
PP		139

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# My Filed Or Closed Cases Listing

Belton Municipal Division

11/6/2019 1:22:14 PM

Totals For Filed Date From 10/01/2019 To 10/31/2019

Posted Fee Totals For Posted Date From 10/01/2019 To 10/31/2019

## Violations Completed-Other Paid By Filed Date

### RS-RESTITUTION DUE

City Ordinance	1	
RS		1

### WI-Warrant Issued

City Ordinance	30	
MOVING TRAFFIC	26	
Traffic	12	
WI		68

<b>Total Violations Completed-Other Paid:</b>		<b>240</b>
---	--	------------

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# My Filed Or Closed Cases Listing

Belton Municipal Division

11/6/2019 1:22:14 PM

Posted Fee Totals For Posted Date From 10/01/2019 To 10/31/2019

Fee Code	Fee Description	Paid
BF (84)	BOND FORFEITURE	\$3,970.00
CC (76)	COURT COSTS	\$4,098.03
CN (CA)	COURT NOTIFCATION AUTOMATION	\$718.87
CVC2 (74)	CRIME VICTIMS CITY	\$136.53
CVS2 (CV)	CRIME VICTIMS STATE	\$2,865.74
DM (82)	DOMESTIC VIOLENCE	\$743.50
DWI (77)	DWI RECOVERY COST	\$400.00
FINE (76)	FINE	\$42,105.90
ILFC (83)	ILF- CITY	\$374.00
IS (IS)	INMATE SECURITY FUND	\$748.30
RST (RS)	RESTITUTION	\$250.00
SBF (84)	SURETY BOND FORFEITURE	\$450.00
SR (SR)	SHERIFF RETIREMENT	\$1,205.74
TFC (78)	TRAINING FUND CITY	\$737.00
TFS (81)	TRAINING FUND STATE	\$401.89

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**Report Totals:** **\$59,205.50**

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**MUNICIPAL DIVISION SUMMARY REPORTING FORM**

<b>COURT INFORMATION</b>	Municipality: Belton	Reporting Period: 10/2019
--------------------------	----------------------	---------------------------

<b>V. DISBURSEMENTS</b>			
<b>Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)</b>		<b>Other Disbursements cont.</b>	
Fines - Excess Revenue	\$26,993.39		
Clerk Fee - Excess Revenue	\$3,414.38		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$104.34		
Bond forfeitures (paid to city) - Excess Revenue	\$1,645.00		
<b>Total Excess Revenue</b>	<b>\$32,157.11</b>		
<b>Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)</b>			
Fines - Other	\$15,831.38		
Clerk Fee - Other	\$1,057.65		
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	\$401.89		
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$2,865.74		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$32.19		
Law Enforcement Training (LET) Fund surcharge	\$737.00		
Domestic Violence Shelter surcharge	\$743.50		
Inmate Prisoner Detainee Security Fund surcharge	\$748.30		
Sheriffs' Retirement Fund (SRF) surcharge	\$1,205.74		
Restitution	\$250.00		
Parking ticket revenue (including penalties)	\$0.00		
Bond forfeitures (paid to city) - Other	\$2,775.00		
<b>Total Revenue Other</b>	<b>\$26,648.39</b>		
<b>Other Disbursements:</b> Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs, witness fees, and board bill/jail costs.		<b>Total Other Disbursements</b>	\$400.00
		<b>Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited</b>	\$59,205.50
DWI RECOVERY COST	\$400.00	<b>Bond Refunds</b>	\$0.00
		<b>Total Disbursements</b>	<b>\$59,205.50</b>

## MUNICIPAL DIVISION SUMMARY REPORTING FORM

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

<b>I. COURT INFORMATION</b>		Contact information same as last report <input checked="" type="checkbox"/>	
Municipality:	Belton	Reporting Period: 10/2019	
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	Judge is Attorney	<input type="checkbox"/>
		Prosecuting Attorney: WILLIAM N MARSHALL III	
<b>II. MONTHLY CASELOAD INFORMATION</b>		Alcohol and Drug Related Traffic	Other Traffic
			Non-Traffic Ordinance
A. cases (citations / informations) pending at start of month		116	3,502
B. cases (citations / informations) filed		7	441
C. cases (citations / informations) disposed			
1. jury trial (Springfield, Jefferson County, and St. Louis County only)			
2. court / bench trial - GUILTY		0	6
3. court / bench trial - NOT GUILTY		0	36
4. plea of GUILTY in court		6	234
5. Violations Bureau Citations (i.e., written plea of guilty) and bond forfeitures by court order (as payment of fines / costs)		0	159
6. dismissed by court		0	2
7. <i>nolle prosequi</i>		0	32
8. certified for jury trial (not heard in the Municipal Division)		0	0
<b>9. TOTAL CASE DISPOSITIONS</b>		<b>6</b>	<b>469</b>
D. cases (citations / informations) pending at end of month [pending caseload = (A + B) – C9]		117	3,474
E. Trial de Novo and / or appeal applications filed		0	0
		1	
<b>III. WARRANT INFORMATION (Pre and Post Disposition)</b>		<b>IV. PARKING TICKETS</b>	
1. # issued during reporting period	393	# issued during period	0
2. # served/withdrawn during reporting period	371	<input checked="" type="checkbox"/> Court staff does not process parking tickets	
3. # outstanding at end of reporting period	3,683		



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# Municipal Division Summary Reporting

[◀ Select A Different Action](#)

## 17th Judicial Circuit - Cass County - Belton Municipal Division

79			Cass
17th			
MDSR	11	Cass	17th
Belton Municipal Divisic	79	new	new
0	Select		

Add November Report +

Show 10 entries

Search:

### Reporting Period Year

### Reporting Period Month

2019	October	Resubmit	
2019	September	Resubmit	
2019	August	Resubmit	
2019	July	Resubmit	
2019	June	Resubmit	
2019	May	Resubmit	
2019	April	Resubmit	
2019	March	Resubmit	
2019	February	Resubmit	
2019	January	Resubmit	

Showing 1 to 10 of 22 entries

- [Previous](#)
- [1](#)
- [2](#)
- [3](#)
- [Next](#)

Are you the Principal/Chief Judge?

Yes	No
-----	----



# **SECTION IV**

## **D**

**R2019-101**

**A RESOLUTION APPROVING ACTIONS OF THE CITY MANAGER TO ENGAGE BREIT CONSTRUCTION, LLC FOR EMERGENCY SINKHOLE REPAIRS LOCATED AT 411-412 HARGIS LANE AND RATIFYING TASK AGREEMENT NO. 2019-5 IN THE AMOUNT OF \$67,456.12.**

**WHEREAS**, on August 1, 2019, a sinkhole was discovered in a grassy area behind a curb inlet and edge of pavement at 412 Hargis Lane. Based upon the Transportation Division's inspection, it was determined that the sinkhole was due to a collapsed portion of wall within Stormwater Curb Inlet No. 428. The 42-inch corrugated metal pipe (CMP) from Curb Inlet No. 427 to Curb Inlet No. 428 was in bad condition and is a part of the City's stormwater conveyance system. The Transportation Division immediately placed barricades around the sinkhole area for public safety concerns; and

**WHEREAS**, the City Manager, in conference with the Director of Public Works and Transportation Superintendent, subsequently determined that emergency repairs were necessary and authorized immediate commencement of the repair work to resolve the emergency issue; and

**WHEREAS**, using On-Call Water, Wastewater, and Stormwater Services Agreement (approved by R2019-32 on April 9, 2019), Breit Construction, LLC (Breit) was contacted for emergency repair services. Breit removed 32' of the damaged 42-inch CMP and replaced it with a 42-inch reinforced concrete pipe (RCP). The scope of work also included replacing two curb inlets, remove and replace 12' of 8" clay tile sanitary sewer pipe with ductile iron pipe, 45' of concrete curb, 49 square yards of surface asphalt and yard restoration at a total cost of \$67,456.12; and

**WHEREAS**, the City Council believes that Task Agreement 2019-5 with Breit accurately reflects the work performed to repair sinkhole located at 411-412 Avenue on an emergency basis in the amount of \$67,456.12.

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

**SECTION 1.** That the action of the City Manager to engage Breit Construction, LLC on an emergency basis is hereby authorized and ratified.

**SECTION 2.** That Task Agreement No. 2019-5, herein attached and incorporated as **Exhibit A** to this Resolution, in the amount of \$67,456.12 is hereby authorized and ratified.

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

Duly read and passed this \_\_\_\_ day of \_\_\_\_\_, 2019.

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

ATTEST:

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

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

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

AYES:            COUNCILMEN:

NOES:           COUNCILMEN:

ABSENT:        COUNCILMEN:

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



## CITY OF BELTON CITY COUNCIL INFORMATION FORM

**AGENDA DATE:** November 26, 2019

**DIVISION:** Public Works/Transportation

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

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

**ISSUE/RECOMMENDATION:**

On August 1, 2019, a sinkhole was discovered in a grassy area behind a curb inlet and edge of pavement at 412 Hargis Lane. Based upon the Transportation Division's inspection, it was determined that the sinkhole was due to a collapsed portion of wall within Stormwater Curb Inlet No. 428. The 42-inch corrugated metal pipe (CMP) from Curb Inlet No. 427 to Curb Inlet No. 428 was in bad condition and is a part of the City's stormwater conveyance system. The Transportation Division immediately placed barricades around the sinkhole area for public safety concerns.

The City Manager, in conference with the Director of Public Works and Transportation Superintendent, subsequently determined that emergency repairs were necessary and authorized immediate commencement of the repair work to resolve the emergency issue.

Using On-Call Water, Wastewater, and Stormwater Services Agreement (approved by R2019-32 on April 9, 2019), Breit Construction, LLC (Breit) was contacted for emergency repair services. Breit removed 32' of the damaged 42-inch CMP and replaced it with a 42-inch reinforced concrete pipe (RCP). The scope of work also included replacing two curb inlets, remove and replace 12' of 8" clay tile sanitary sewer pipe with ductile iron pipe, 45' of concrete curb, 49 square yards of surface asphalt and yard restoration at a total cost of \$67,456.12.

**IMPACT/ANALYSIS:**

**FINANCIAL IMPACT**

Contractor:	Breit Construction, LLC	
Amount of Request/Contract:	\$	67,456.12
Amount Budgeted:	\$	N/A
Funding Source:	225-0000-400-4027	
Additional Funds:	\$	N/A
Funding Source:	N/A	
Encumbered:	\$	N/A
Funds Remaining:	\$	N/A

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

Approve a resolution approving actions of the City Manager to engage Breit Construction, LLC for emergency sinkhole repairs located at 411-412 Hargis Lane and ratifying Task Agreement No. 2019-5 in the amount of \$67,456.12.

**LIST OF REFERENCE DOCUMENTS ATTACHED:**

- Resolution
- Task Agreement #2019-5 and Scope of Work



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

Contract: R2019-32 4/9/19

Ordinance or Resolution:	Task Agreement No: 2019-5	Funding Amount: \$ 67,456.12 Date of Schedule of Hourly Rates and Expenses: Purchase Order No:
--------------------------	---------------------------	--

Project Title: **411-412 Hargis – Storm Water Repair**

Contractor/Consultant (including subs): Breit Construction, LLC	Division and Staff Project Manager: Monte Johnson – Transportation Superintendent
---	--

Project Management Manual reviewed:	Attachments (Gantt Chart, etc.): Quote
-------------------------------------	--

PROJECT Scope (can be in the form of an attachment):  
 Quote for emergency repair of storm water pipe and curb inlet failure.

Staff Signatures		Partner Signatures	
<i>Interim</i> Director of Public Works: <del>Gelia Duran</del> <b>Michael Christopher</b>	City Manager: Alexa Barton	Project Manager: <i>Andrew Breit - GM</i>	Company Principal (if different):
Signature: <i>[Signature]</i> Date: <i>11/14/19</i>	Signature: _____ Date: _____	Signature: <i>[Signature]</i> Date: <i>11/14/2019</i>	Signature: _____ Date: _____

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

Report(s) Received:

Work on File:

This Task Agreement is subject to all the provisions included in the On-Call Water, Wastewater and Storm Water Services Agreement.  
 Approved 4/9/2019, R2019-32

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



### **Scope of Work: 411-412 Hargis Lane**

Please provide a "Itemized Bid" to perform the following scope of work including a start to completion schedule. A Traffic Control plan will be required 72 hours prior to starting date regarding roadway closure to install the new 42" RCP under Hargis Lane. Door Hanger's need to be delivered to all residents 48 hours prior to the start date (410, 411, 412 & 413 Hargis Lane). All work must be performed within the R-O-W.

From Curb Inlet No. 427 (411 Hargis Lane) to Curb Inlet No. 428 (412 Hargis Lane) remove existing 42" CMP, install approximately 32' of new 42" RCP using the existing pipe alignment.

411 Hargis Lane - Replace existing Curb Inlet (NO. 427) to receive new 42" RCP, existing 42" CMP from the south and 24" CMP from the west. Curb replacement will be from the transition joint to transition joint of the curb inlet.

412 Hargis Lane - Replace existing Curb Inlet (NO. 428) to receive new 42" RCP and existing 42" CMP from the north. Curb replacement will be from the transition joint to transition joint plus approximately 7 LF to the east.

Asphalt replacement

2" Mill and Overlay with surface asphalt approximately 49SY.

Seed and straw mat all affected areas due to construction repairs.

Ensure all materials are removed and disposed of from the project site daily. Contractor can deliver all old pipe, spoil piles and concrete debris to the Transportation Division facility at 1201 Street Barn Lane from the project site. Contact Monte Johnson at (816) 564-9307 for drop-off locations within our facility.

Ensure the City of Belton, Design and Construction Manual is followed throughout your scope of work for this project.

Thank you,

Monte Johnson  
Transportation Superintendent  
City of Belton  
(816) 331-9455 office  
(816) 564-9307 cell



PO Box 551 Raymore, MO 64083

**Hargis Ln Emergency Storm Repair – Invoice #11149 Itemization**  
To: City of Belton, MO  
Attn: Monte Johnson

**Hargis Ln Emergency Storm Repair –**

9/9/2019-11/6/2019: Labor, materials, equipment, & supervision for removal and replacement of 2 ea 6'x4' curb inlet storm structures, removal and replacement of 32 lf of damaged storm pipe with new 42" RCP storm sewer in street crossing, and removal and replacement of 12 lf of 8" clay tile sanitary sewer pipe with 401 lined class 50 ductile iron pipe. Remove and replace approx. 45 lf of curb, 2 storm box throats, mill and overlay 49 SY of asphalt, yard grading and restoration.

**Labor:**

Foreman (Regular Time) – 40 hrs @ \$110/hr	<u>Sub-Total: \$4,400</u>
Operator (Regular Time) – 69.5 hrs @ \$95/hr	<u>Sub-Total: \$6,602.50</u>
Operator (Overtime) – 14 hrs @ \$130/hr	<u>Sub-Total: \$1,820</u>
Laborer (Regular Time) – 100.5 hrs @ \$85/hr	<u>Sub-Total: \$8,542.50</u>
Laborer (Overtime) – 25 hrs @ \$120/hr	<u>Sub-Total: \$3,000</u>

**Labor Sub-Total:** \$24,365

**Materials:**

32 lf: 42" RCP Storm pipe @ \$71.20/lf	<u>Sub-Total: \$2,278.40</u>
24" HDPE coupling: 1 ea @ \$179.40	<u>Sub-Total: \$179.40</u>
24" HDPE 22.5 deg bend: 1 ea @ \$305.44	<u>Sub-Total: \$305.44</u>
24" HDPE split coupling: 2 ea @ \$47.05 ea	<u>Sub-Total: \$94.10</u>
8" Clay/DI Fernco: 2 ea @ \$50.22 ea	<u>Sub-Total: \$100.44</u>
7'x5' Curb inlet lid – 2 ea @ \$1,089.05/ea	<u>Sub-Total: \$2,178.10</u>
Aggregate: ½" clean rock – 30.14 tons @ \$18.98/ton (mat'l + haul)	<u>Sub-Total: \$572.06</u>
KCMMB4K Concrete – 27 cu yds @ \$143.95/cu yd	<u>Sub-Total: \$3,886.65</u>
Excavatable flow fill – 30 cu yds @ \$119.03/cu yd	<u>Sub-Total: \$3,570.90</u>
Straw wattles – 2 ea @ \$21.56/ea	<u>Sub-Total: \$43.12</u>
Seed/straw mat/sod staples – 1 ea @ lump sum	<u>Sub-Total: \$104.08</u>
Fuel surcharge – Volvo 145: 8 days @ \$96/day	<u>Sub-Total: \$768</u>
Fuel surcharge – Case 580: 5 days @ \$72/day	<u>Sub-Total: \$360</u>
Fuel surcharge – Trucks: 10 days @ \$30/day	<u>Sub-Total: \$300</u>

**Materials Sub-Total:** \$14,740.69

**Equipment:**

Volvo 145 Excavator – 8 days @ \$536.90/day	<u>Sub-Total: \$4,295.20</u>
Case 580 Backhoe – 5 days @ \$335/day	<u>Sub-Total: \$1,675</u>
Dump truck – 6 days @ \$285/day	<u>Sub-Total: \$1,710</u>
Tool trucks/tools – 10 days @ \$80/day	<u>Sub-Total: \$800</u>

**Equipment Sub-Total:** \$8,480.20



**Subcontractors:**

Cast in place storm boxes: 6'x4'x9'- 2 ea @ \$4,312.50/ea	<u>Sub-Total: \$8,625</u>
CG-2 Curb w/ 2 ea storm box throats, KCMMB4K - 45 lf @ \$76.67/lf	<u>Sub-Total: \$3,450.15</u>
Asphalt mill & overlay - 49 sy @ \$63.37/sy	<u>Sub-Total: \$3,105.13</u>
<b>Subcontractor Sub-Total:</b>	<b><u>\$15,180.28</u></b>

**Miscellaneous:**

Saw cutting @ lump sum	<u>Sub-Total: \$287.50</u>
Traffic Control - 1 ea @ lump sum	<u>Sub-Total: \$615.25</u>
145 Excavator freight - 2 ea @ \$287.50/ea	<u>Sub-Total: \$575</u>
<b>Miscellaneous Sub-Total:</b>	<b><u>\$1,477.75</u></b>

<b>Invoice Sub-Total -</b>	<b><u>\$64,243.92</u></b>
<b>Insurance/Bonding @ 5% of Invoice Sub-Total -</b>	<b><u>\$3,212.20</u></b>
<b>Invoice Total -</b>	<b><u>\$67,456.12</u></b>

**Contact:**

Andy Breit - General Manager  
[andy.breit@breitconstructionllc.com](mailto:andy.breit@breitconstructionllc.com)  
Office: (816) 348-9461  
Cell: (913) 485-8008  
Fax: (816) 322-1241

- All rates per 2019 Rate Sheet provided to the City of Belton for the 2019 Belton Emergency Services contract. -

**Thanks for your business, Breit Construction LLC is a union company.**

# **SECTION IV**

## **E**

R2019-102

**A RESOLUTION APPROVING TASK AGREEMENT NO. 2020-4 WITH FTC EQUIPMENT, LLC TO REPLACE SLUDGE PUMP #1 AT THE WASTEWATER TREATMENT PLANT IN A NOT-TO-EXCEED AMOUNT OF \$10,984.67.**

**WHEREAS**, there are currently two sludge pumps that supply sludge to the press machines at the Waste Water Treatment Plant (WWTP). These pumps are extremely crucial to the solid processing of sludge and essential to daily operations; and

**WHEREAS**, Sludge Pump # 1 at the WWTP is out of service and requires replacement. Repair to this pump was attempted to save cost, but it was found to have too many issues that require replacement. This pump was installed in 2015 and runs about 2,000 hours per year. Staff recommends replacing this pump and installing the new pump as soon as possible to keep sludge processing at a normal level.

Bids were requested from the City's On-Call Pump Maintenance contractors. Each On-Call contractor responded to the request for bids for cost of replacement - Fluid Equipment (Cogent) \$12,035.00; FTC Equipment LLC - not to exceed \$10,984.67; and JCI was unable to provide quote. Staff recommends approving the purchase of a replacement sludge pump from FTC Equipment, LLC, which had the best and lowest bid; and

**WHEREAS**, the City Council believes approving Task Agreement No. 2020-4 with FTC Equipment, LLC in a not-to-exceed amount of \$10,984.67 to replace Sludge Pump #1 at the WWTP is beneficial to the citizens of Belton and the wastewater treatment system.

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

**SECTION 1.** That Task Agreement No. 2020-4 with FTC Equipment, LLC for replacement of Sludge Pump #1 at the Wastewater Treatment Plant, herein attached and incorporated to this Resolution as **Exhibit A**, is approved.

**SECTION 2.** The City Manager and Director of Public Works are authorized and directed to execute the Task Agreement on behalf of the City.

**SECTION 3.** This resolution shall take effect and be in full force from and after its passage and approval by the City of Belton.

Duly read and passed this \_\_\_\_ day of \_\_\_\_\_, 2019.

---

Mayor Jeff Davis

ATTEST:

---

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

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

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton, Missouri, and that the foregoing Resolution was regularly introduced at a regular meeting of the City Council held on the \_\_\_\_ day of \_\_\_\_\_, 2020, and adopted at a regular meeting of the City Council held the \_\_\_\_ day of \_\_\_\_\_, 2020 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:** November 26, 2019

**DIVISION:** Public Works/Water Services

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

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

**ISSUE/RECOMMENDATION:**

There are currently two sludge pumps that supply sludge to the press machines at the Waste Water Treatment Plant (WWTP). These pumps are extremely crucial to the solid processing of sludge and essential to daily operations.

Sludge Pump # 1 at the WWTP is out of service and requires replacement. Repair to this pump was attempted to save cost, but it was found to have too many issues that require replacement. This pump was installed in 2015 and runs about 2,000 hours per year. Staff recommends replacing this pump and installing the new pump as soon as possible to keep sludge processing at a normal level.

Bids were requested from the City's On-Call Pump Maintenance contractors. Each On-Call contractor responded to the request for bids for cost of replacement - Fluid Equipment (Cogent) \$12,035.00; FTC Equipment LLC - not to exceed \$10,984.67; and JCI was unable to provide quote. Staff recommends approving the purchase of a replacement sludge pump from FTC Equipment, LLC, which had the best and lowest bid.

**IMPACT/ANALYSIS:**

**FINANCIAL IMPACT**

Contractor:	FTC Equipment, LLC		
Amount of Request/Contract:	\$	Not to exceed \$	10,984.67
Amount Budgeted:	\$		110,000.00
Funding Source:	660-0000-400-2020 Plant Maintenance		
Additional Funds:	\$		n/a
Funding Source:	n/a		
Encumbered:	\$		n/a
Funds Remaining:	\$		99,015.33

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

Approve a resolution for Task Agreement No. 2020-4 with FTC Equipment, LLC to replace Sludge Pump # 1 at the Waste Water Treatment Plant in a not-to-exceed amount of \$10,984.67.

**LIST OF REFERENCE DOCUMENTS ATTACHED:**

- Resolution
- Sludge Pump # 1 Quotes Summary
- FTC Equipment, LLC Task Agreement No. 2020-4 and Scope of Work

Quotes for repairing sludge pump #1 were solicited from the three companies on the Pump Maintenance contract. After receiving the quotes and beginning repairs it was discovered that there were more problems with the pump than was found in the original inspection. The cost of the additional parts raised the cost to a point where it is more feasible to replace the pump. The plant has approached the need for having 2 pumps available to remove and process sludge. Since the time to have this pump in and available is critical quotes for replacement were requested to have expedited shipping. Normal lead time can be 4 to 6 weeks or more. This is well into the season requiring 2 pumps to process sludge.

<u>Company</u>	<u>Quote for Replacement and Expedited Shipping</u>
FTC	\$10,984.67 4 to 5 days
Fluid Equipment (Cogent)	\$12,035.00 1 to 2 Weeks
JCI	Not Able to offer a quote





## City of Belton – Public Works Task Agreement

Contract: Water and Wastewater Pumping System Service Contract- COOP with KCMO

Ordinance or Resolution: N/A	Task Agreement No: TA2020-4	Funding Amount: n/a Purchase Order No :n/a
------------------------------	-----------------------------	---

Project Title: Replace Sludge Pump 1

Contractor/Consultant (including subs): FTC	Division and Staff Project Manager: Water Services- Rex Olinger
---	---

Project Management Manual reviewed: N/A	Attachments (Gantt Chart, etc.): Quote
---	--

PROJECT Scope (can be in the form of an attachment): Quote attached. Not to Exceed \$10,984.67

Staff Signatures		Partner Signatures	
<i>Interim</i> Director of Public Works: Michael Christopher	City Manager: Alexa Barton	Project Manager <i>Tim Haer</i> <i>FTC</i>	Company Principal (if different):
Signature: <i>[Signature]</i> Date: <i>11/13/19</i>	Signature: _____ Date: _____	Signature: <i>[Signature]</i> Date: <i>11-14-19</i>	Signature: _____ Date: _____

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

Report(s) Received: \_\_\_\_\_  
 Work on File: \_\_\_\_\_

This Task Agreement is subject to all the provisions included in the Agreement, Water and Wastewater Pumping System Service Contract, R2018-6. Executed 01/09/2018.

Attach scope of work, budget, and other supporting material

# **SECTION VI**

## **B**

**AN ORDINANCE APPROVING A DEVELOPMENT AND MAINTENANCE AGREEMENT FOR SHADY LANE, A PLANNED UNIT DEVELOPMENT IN THE CITY OF BELTON, CASS COUNTY, MISSOURI.**

**WHEREAS**, on October 21, 2019, the Planning Commission recommended approval of a Final Development Plan for a Planned Unit Development for Shady Lane, located north of north of East North Avenue along Shady Lane, and as shown on the final development plan; and

**WHEREAS**, the applicant and developer of Shady Lane, IDC Ventures, LLC., has prepared a Development and Maintenance Agreement providing responsibilities and requirements for vacation of public streets, utility maintenance and access and elements related to the implementation of the Final Development Plan of the PUD; and

**WHEREAS**, City staff has reviewed the Development and Maintenance Agreement and determined that it makes adequate provisions for vacation of public streets and rights-of-way, utility maintenance and dedication of easements and private improvements for the Planned Unit Development for Shady Lane as required in the Unified Development Code; and

**WHEREAS**, the City Council believes this Development and Maintenance Agreement meets the intent of the Unified Development Code and is in the best interest of the City to approve.

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

- Section 1.** That a Development and Maintenance Agreement for Shady Lane herein attached and incorporated into this Ordinance as **Exhibit A**, is hereby accepted and approved and that the appropriate city officials are hereby authorized to execute same.
- Section 2.** That this Ordinance and Agreement affects the property legally described as Lots 1-44, inclusive, Twin Oaks, a subdivision in Belton, Cass County, Missouri.
- Section 3.** That this ordinance shall take effect and be in full force from and after its passage and approval.
- Section 4.** That all ordinances or parts of ordinances in the conflict with this ordinance are hereby repealed.

READ FOR THE FIRST TIME: November 26, 2019

READ FOR THE SECOND TIME AND PASSED:

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

Approved this \_\_\_\_ day of \_\_\_\_\_, 2019.

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

ATTEST:

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

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

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the \_\_\_\_ 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:** November 26, 2019

**DIVISION:** Planning and Building Department

**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

**ITEM FOR CONSIDERATION:** Consideration of an Ordinance approving a Development and Maintenance Agreement between the City of Belton and IDC Ventures, LLC, pertaining to the vacation of public streets and future maintenance of private streets, and other provisions of a Final Plan approved with a Planned Unit Development classification for Shady Lane.

**PROPOSED CITY COUNCIL MOTION:** Authorize approval of the Development and Maintenance Agreement.

**BACKGROUND:** IDC Ventures is currently doing interior and exterior renovations at Shady Lane to create an active adult community for seniors looking for facilities that allow for an independent lifestyle. The property owner will provide onsite management and maintenance seven days per week, as well as lawn care, snow removal, overnight security and social programs and activities.

The Project will include 88 one and two-bedroom duplex units, and will include amenities such as a rear patio, updated kitchen and appliances, full-sized washers and dryers, privacy fencing and assigned covered parking. The Project will also include walking paths, a community garden, and a clubhouse with a gym and kitchen. The plan also includes the closure of public streets, security gates for residents and covered parking.

Staff has reviewed the Development and Maintenance Agreement and found that it adequately addresses the requirements of the Final Development Plan.

**STAFF RECOMMENDATION, ACTION, AND DATE:** Staff recommends approval of the attached Development and Maintenance Agreement and Ordinance.

**LIST OF REFERENCE DOCUMENTS ATTACHED:** Ordinance and Development and Maintenance Agreement for Shady Lane.

## DEVELOPMENT AND MAINTENANCE AGREEMENT

### Exhibit A

This DEVELOPMENT AND MAINTENANCE AGREEMENT (this “**Agreement**”) is made and entered into as of the \_\_\_\_\_ day of November, 2019 by and between THE CITY OF BELTON, MISSOURI (the “**City**”) and IDC VENTURES, LLC (“**Developer**”). The City and Developer may be referred to collectively as the “**Parties**” and individually as the “**Party**”.

**WHEREAS**, Developer is the owner of certain real property described on **Exhibit A**, attached hereto (the “**Property**”); and

**WHEREAS**, Developer intends to redevelop the Property in accordance with the Code of Ordinances, City of Belton, Missouri (the “**City Code**”) and Unified Development Code of the City of Belton, Missouri (the “**UDC**”); and

**WHEREAS**, Developer proposes to redevelop the existing Shady Lane Duplexes, 88 one and two-bedroom duplex units, into a gated community that will service Belton residents aged 55-and-older (the “**Project**”).

**WHEREAS**, in order to ensure that the Project is a quality development, the Project shall include amenities such as a walking trail and landscape areas that will require re-occurring maintenance and a sustainable financial commitment from the Developer.

**NOW THEREFORE**, in consideration of the terms, covenants and conditions herein set forth, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

#### **Article I**

##### **Developer’s Responsibilities**

**Section 1.1. Vacation and Maintenance of Streets and Right-of-Way.** The Developer shall file with the City, in accordance with all applicable laws, for the vacation of public streets and right-of-way situated within the Property (the “**Vacated Right-of-Way**”). Developer understands that following the vacation of the Vacated Right-of-Way, the Developer will be responsible for all maintenance and snow removal on the Vacated Right-of-Way. Any filing for vacation of public streets or right-of-way shall be accompanied by a letter or some form of acknowledgement from all private utility companies evidencing their review of the vacation. Simultaneous with the vacation described in this section, the Developer shall execute easements in favor of the City granting the City an easement over certain portions of the Property where the City has constructed, installed, and maintained utilities.

**Section 1.2. Replatting of Vacated Right-of-Way.** The Developer will file a plat with the City, in accordance with all applicable laws, for the platting of any Vacated Right-of-Way that the Developer desires to construct a structure on. The required plat shall be submitted prior to the Developer’s filing of any building permits for the construction of a structure on the Vacated Right-of-Way.



**Section 1.3. Construction of Security Gates.** Developer shall construct and maintain security gates, located upon a portion of the Vacated Right-of-Way, at the entrance to the Property and as said entrances and security gates are set forth in the approved Development Plan. The Police, Fire, and Public Works departments of the City shall have the ability to gain access to the Property through the security gate located at the eastern entrance to the Property. The manner of access, either through a knock box or other means, shall be jointly agreed upon by the City, through its Police and Fire chiefs, and the Developer.

**Section 1.4. Location and Construction of Carports.** The Developer shall construct, reconstruct, and maintain all carports, or other similar structures, constructed or reconstructed as part of the Project in manner that ensures the City will have reasonable access to all utilities and associated facilities, currently or to be constructed and installed on the Property. The Developer shall not locate any vertical supports constructed and installed in conjunction with the construction of the carports on any City easement, whether said easement was granted to the City previously or pursuant to **Section 1.1**. Should access to any utility facilities be obstructed by the construction, reconstruction, or maintenance of a carport, or other similar structure, the Developer agrees to take all commercially reasonable steps necessary to grant the City access to the utility facilities within ten (10) days of receipt of notice from the City. If the commercially reasonable steps taken by Developer do not grant the City reasonable access to the utilities the City may remove or caused to be removed the carports with the Developer to bear the costs for the reconstruction of the same. In the case of emergency, which such determination shall be the sole discretion of the City, the City may immediately remove or caused to be removed the carports without providing the Developer the ten (10) day notice described in this section.

**Section 1.5. Construction and Maintenance of Trail.** Prior to the issuance of the final certificate of occupancy, the Developer shall construct a walking trail on the Property for use by residents of the Project. The Developer agrees and understands that it is responsible for the design, construction, and maintenance of the walking trail.

**Section 1.6. Maintenance of Common Areas.** The Developer shall maintain all common areas, as said areas are designated on the approved Development Plan, in accordance with the City Code, UDC, and applicable law. In the event the Developer, its successors and/or assigns, fails to maintain the common areas and amenities as designated on the approved Development Plan in good working condition, the City will notify Developer, its successors and/or assigns, of deficiencies by letter and in accordance with applicable law.

## **Article II**

### **General Provisions**

**Section 2.1. No Agency or Partnership.** This Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association as between the City and Developer, or any officer, employee, contractor or representative of Developer. No joint employment is intended or created by this Agreement for any purpose.

**Section 2.2. Indemnification.** Developer agrees to indemnify, defend, and hold harmless the City, its respective employees, officials, agents, representatives and volunteers from and against any and

all liabilities, damages, injuries (including death), property damage (including loss of use), claims, liens, judgments, costs, expenses, suits, actions or proceedings and reasonable attorney's fees, and actual damages of any kind or nature, arising out of the gross negligence or willful misconduct of Developer, its employees, agents, officers, contractors or subcontractors, or Developer's performance or failure to perform under the terms and conditions of this Agreement. Such indemnification hold harmless and defense obligation shall exclude liability arising out of acts, omissions, or the negligence or willful misconduct of the City its employees, agents, officers, contractors or subcontractors. The indemnification and defense obligations set forth herein shall survive the termination of this Agreement.

**Section 2.3. Governing Law.** This Agreement shall be construed under the laws of the state of Missouri.

**Section 2.4. Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto, and supersedes any and all prior agreements, arrangements and understandings between the parties.

**Section 2.5. Notices.** All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested, addressed as follows:

CITY:  
City of Belton  
City Manager  
506 Main Street  
Belton, Mo 64012

DEVELOPER:  
IDC Ventures, LLC  
Attn: Amin Rezvani  
4741 Central Street, Ste. 2300  
Kansas City, MO 64112

**Section 2.6. Counterparts.** This Agreement may be executed in any number of identical counterparts, each of which for all purposes shall be deemed an original, and all of which shall constitute collectively one agreement.

**Section 2.7. Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

**Section 2.8. Severability.** The provisions of this Agreement shall be deemed severable. If any part of this Agreement shall be held invalid, illegal or unenforceable, the remainder shall remain in full force and effect, and such invalid, illegal or unenforceable provision shall be reformed by such court so as to give maximum legal effect to the intention of the parties as expressed therein.

**Section 2.9. Recording.** This Agreement shall be recorded among the land records of Cass County, Missouri by the Developer and shall constitute a covenant running with the land, and shall be binding on the Developer, its administrators, executors, assigns, heirs and any other successors in interest, including any homeowner's and/or subdivision association. This agreement shall be recorded with the record plat of any development of the Property.

**Section 2.10. Amendments.** This Agreement shall not be amended or modified in any way without the prior written approval of the City and that approval must be indicated on the face of any subsequently recorded document amending or modifying this Agreement.

**IN WITNESS WHEREOF**, the Parties hereunto have executed this Agreement on the day and year first written above.

DEVELOPER

CITY OF BELTON, MISSOURI

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

**Exhibit A**  
**Legal Descriptions of the Property**

**Tract 1**

Lots 1-44, Inclusive, Twin Oaks, a subdivision in Belton, Cass County, Missouri.

**Tract 2**

All such portions of North Oak Drive, Sunny Drive, Sunny Circle, and Hargis Street, lying within Twin Oaks, a subdivision of land in the City of Belton, Cass County, Missouri being more particularly described as follows;

All that part of North Oak Drive within said Twin Oaks subdivision lying West of the following described line;

Beginning at the Northeast Corner of Lot 22, Twin Oaks subdivision;

Thence North along the northerly prolongation of the East line of said Lot 22, a distance of 50 feet, more or less, to the Southeast Corner of Lot 23, Twin Oaks subdivision;  
And;

All of Sunny Drive lying within said Twin Oaks subdivision; And;

All of Sunny Circle lying within said Twin Oaks subdivision; And;

All that part of Hargis Street within said Twin Oaks subdivision lying East of the following described line;

Beginning at the Northwest Corner of Lot 4, Twin Oaks subdivision; Thence North along the northerly prolongation of the West line of said Lot 4, a distance of 50 feet, more or less, to a point on the South line of Lot 44, Twin Oaks subdivision.

# **SECTION VI**

## **C**

**AN ORDINANCE APPROVING THE VACATION OF PUBLIC STREETS AND RIGHT OF WAYS AS PART OF A FINAL DEVELOPMENT PLAN FOR THE SHADY LANE PLANNED UNIT DEVELOPMENT, IN THE CITY OF BELTON, CASS COUNTY, MISSOURI.**

**WHEREAS**, the vacation of public streets and right of ways was requested as part of a Planned Unit Development application for Shady Lane, as described herein. The legal description of the streets and right-of-ways to be vacated is attached as **Exhibit A**; and the location of the streets and right-of-ways to be vacated is attached as **Exhibit B**.

**WHEREAS**, notice of the proposed vacations was sent to appropriate utility providers requesting comments on the vacations; and

**WHEREAS**, the Belton Planning Commission held a public hearing on the proposed vacation of public streets and right of ways in Shady Lane at a regular meeting on October 21, 2019. There was no public comments; and

**WHEREAS**, the Belton Planning Commission voted 5-0 by those present to recommend approval of the request to vacate public streets in Shady Lane as part of a Final Plan in a Planned Unit Development; and

**WHEREAS**, the City Council finds that no private rights will be unreasonably injured or endangered by this vacation and that the public will suffer no unreasonable loss or inconvenience thereby.

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

- Section 1.** That the streets and right-of-ways legally described in **Exhibit A** are hereby attached to and incorporated in the ordinance as approved.
- Section 2.** That the City Clerk is hereby instructed to record the vacation ordinance, vacation exhibit and legal description with the Cass County Recorder of Deeds.
- Section 3.** That this Ordinance shall be in full force and effect from and after the date of its passage and approval.
- Section 4.** All ordinances or parts of ordinances in conflict with the provisions are hereby repealed.

PUBLIC HEARING AT PLANNING AND ZONING: October 21, 2019

READ FOR THE FIRST TIME: November 26, 2019

READ FOR THE SECOND TIME AND PASSED:

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

Approved this \_\_\_\_ day of \_\_\_\_\_, 2019.



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

ATTEST:

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

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

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the 26<sup>th</sup> of November, 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

**EXHIBIT A**

Vacation of Public Streets/Right-of-Way

Shady Lane Planned Unit Development

*All such portions of North Oak Drive, Sunny Drive, Sunny Circle, and Hargis Street, lying within Twin Oaks, a subdivision of land in the City of Belton, Cass County, Missouri being more particularly described as follows;*

*All that part of North Oak Drive within said Twin Oaks subdivision lying West of the following described line;*

*Beginning at the Northeast Corner of Lot 22, Twin Oaks subdivision;*

*Thence North along the northerly prolongation of the East line of said Lot 22, a distance of 50 feet, more or less, to the Southeast Corner of Lot 23, Twin Oaks subdivision; And;*

*All of Sunny Drive lying within said Twin Oaks subdivision; And;*

*All of Sunny Circle lying within said Twin Oaks subdivision; And;*

*All that part of Hargis Street within said Twin Oaks subdivision lying East of the following described line;*

*Beginning at the Northwest Corner of Lot 4, Twin Oaks subdivision; Thence North along the northerly prolongation of the West line of said Lot 4, a distance of 50 feet, more or less, to a point on the South line of Lot 44, Twin Oaks subdivision.*



# **SECTION VI**

## **D**

**AN ORDINANCE OF THE CITY OF BELTON, MISSOURI APPROVING THE AGENCY PARTICIPATION AGREEMENT AMONG THE MID-AMERICA REGIONAL COUNCIL (MARC), TRAFFIC TECHNOLOGY SERVICES, INC. (TTS), AND THE CITY OF BELTON, MISSOURI IN CONJUNCTION WITH THE DATA AUTHORIZATION AGREEMENT BETWEEN MARC AND TTS TO PROVIDE REAL TIME TRAFFIC DATA AT \$0.00 COST TO THE CITY.**

**WHEREAS**, the City of Belton entered into a Cooperative Agreement for Funding Operations of Operation Green Light Traffic Control System with Mid-American Regional Council (MARC) as part of a regional arterial traffic coordination system known as Operation Green Light (OGL) per Ordinance No. 2018-4478 in December 2018. In August 2019, MARC and Traffic Technology Services, Inc. (TTS) entered into a Data Authorization Agreement to provide TTS with Real Time Traffic Data (signal status and states, demand status and states, and other information available from the traffic signal controller or system or the advanced applicable traffic management system) for those of its Member Agencies that enter into Agency Participation Agreements. The City of Belton is a Member Agency. TTS desires to use the data to produce Product for use by TTS customers and other interested parties for connected vehicle applications and analytics to improve the vehicle performance or efficiency, improve ride comfort for driver or operator and passengers, provide information to the driver or operator, monitor driving behaviors, monitor infrastructure operations, or apply to automated operations or features; and

**WHEREAS**, the Council believes that the Data Authorization Agreement as a Participating Agency with \$0.00 cost to the City is beneficial to the citizens of Belton.

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

- Section 1.** That the Agency Participation Agreement, herein attached and incorporated as **Exhibit A** to the Data Authorization Agreement providing Real Time Traffic Data at \$0.00 cost to the City, is hereby approved.
  
- Section 2.** That this ordinance shall be in full force and effect from and after the date of its passage and approval.
  
- Section 3.** That all ordinances or parts of ordinances in conflict with the provisions hereof are hereby repealed.

READ FOR THE FIRST TIME: November 26, 2019

READ FOR THE SECOND TIME AND PASSED:

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

Approved this \_\_\_\_ day of \_\_\_\_\_, 2019.

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

ATTEST:

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

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

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

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

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





## CITY OF BELTON CITY COUNCIL INFORMATION FORM

**AGENDA DATE:** November 26, 2019

**DIVISION:** Public Works/Transportation

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

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

**ISSUE/RECOMMENDATION:**

The City of Belton entered into a Cooperative Agreement for Funding Operations of Operation Green Light Traffic Control System with Mid-American Regional Council (MARC) as part of a regional arterial traffic coordination system known as Operation Green Light (OGL) per Ordinance No. 2018-4478 in December 2018. In August 2019, MARC and Traffic Technology Services, Inc. (TTS) entered into a Data Authorization Agreement to provide TTS with Real Time Traffic Data (signal status and states, demand status and states, and other information available from the traffic signal controller or system or the advanced applicable traffic management system) for those of its Member Agencies that enter into Agency Participation Agreements. The City of Belton is a Member Agency. TTS desires to use the data to produce Product for use by TTS customers and other interested parties for connected vehicle applications and analytics to improve the vehicle performance or efficiency, improve ride comfort for driver or operator and passengers, provide information to the driver or operator, monitor driving behaviors, monitor infrastructure operations, or apply to automated operations or features.

Staff recommends the City of Belton join the Data Authorization Agreement as a Participating Agency by signing the Agency Participation Agreement (Exhibit A) at \$0.00 cost to the City.

**IMPACT/ANALYSIS:**

**FINANCIAL IMPACT**

Contractor:	MARC	
Amount of Request/Contract:	\$	0.00
Amount Budgeted:	\$	0.00
Funding Source:	n/a	
Additional Funds:	\$	n/a
Funding Source:	n/a	
Encumbered:	\$	n/a
Funds Remaining:	\$	n/a

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

Approve an Ordinance of the City of Belton, Missouri for the Agency Participation Agreement as a Participating Agency between the Mid-America Regional Council and Traffic Technology Services, Inc. Data Authorization Agreement to provide Real Time Traffic Data at \$0.00 cost to the City.

**LIST OF REFERENCE DOCUMENTS ATTACHED:**

- Ordinance
- Data Authorization Agreement Agency Participation Agreement



## DATA AUTHORIZATION AGREEMENT

This is an agreement between the Mid-America Regional Council ("MARC") and Traffic Technology Services, Inc. ("TTS"). Both the MARC and TTS are each sometimes referred in the agreement as "Party" and both the MARC and TTS are sometimes referred in this Agreement together as "Parties".

### RECITALS

**Whereas**, TTS is in the business of developing technologies, strategies, and systems for use in maximizing the efficiency of transportation end users and thus the overall capacity of existing transportation networks; and

**Whereas**, MARC serves the nine-county Kansas City metropolitan area, which includes 119 separate city governmental agencies (each herein an "Agency") on a wide range of projects and initiatives; and

**Whereas**, MARC facilitates a regional arterial traffic signal coordination system for the Kansas City Urban Area known as "Operation Green Light" for those Agencies that have entered into funding and/or operating agreements with MARC for such purpose (herein the "Member Agencies"); and

**Whereas**, MARC, pursuant to those certain agreements with TransCore ITS, LLC ("TransCore"), including the Consulting Services Agreement dated September 20th, 2010, and the Software Licensing Agreement dated on or about October 24, 2003 attached thereto (collectively the "TransCore Agreement"), operates the TransCore TransSuite software products (the "TransCore System") for and on behalf the Member Agencies; and

**Whereas**, the operation of the TransCore TransSuite software products for and on behalf of the Member Agencies results in the collection of Real Time Traffic Signal Data (defined below); and

**Whereas**, TTS has a significant business interest to access Real Time Traffic Signal Data as the input into its proprietary and patented processes; and

**Whereas**, TTS desires permission to obtain access to the Real Time Traffic Signal Data pertaining to the Member Agencies for use in conjunction with its business; and

**Whereas**, TTS agrees to provide related inventories, signal performance metrics, and other formatted data products in exchange for access to these Real Time Traffic Signal Data; and

**Whereas**, subject to the consent and approval of TransCore, MARC agrees to provide TTS with Real Time Traffic Data for those of its Member Agencies that have entered into Participation Agreements hereunder in the form of that attached hereto as Exhibit A (herein "Participating Agencies").

Now therefore, TTS and MARC agree as follows:



AGREEMENT

**1. Definitions**

“Agency Data” means, with respect to Participating Agencies, collectively, Real Time Traffic Signal Data, Traffic Signal Timing Data, and any other data of the Participating Agencies provided or made available to TTS under this Agreement.

“Real Time Traffic Signal Data” means signal status and states, demand status and states, and other information available from the traffic signal controller or system or the advanced applicable traffic management system (ATMS).

“Traffic Signal Timing Data” means signal timing plans, as-built intersection design, traffic signal plans, signal control plans, or other documents that identify the time-of-day plans.

“Product” means the information derived from the Real Time Traffic Signal Data and Traffic Signal Timing Data, marketed, distributed, and sold as “Personal Signal Assistant®” or related products.

**2. Authorized Representatives**

Ray Webb is designated by MARC as its authorized representative (“MARC Contact”). MARC agrees to use commercially reasonable efforts to make the MARC Contact reasonably available to coordinate with TTS and Operation Green Light Participating Agencies, subject to the MARC Contact's other duties and responsibilities to MARC.

Member Agencies include:

- |                 |                 |                   |
|-----------------|-----------------|-------------------|
| Bonner Springs  | Olathe          | Independence      |
| Fairway         | Overland Park   | Kansas City, MO   |
| Kansas City, KS | Prairie Village | Lee's Summit      |
| Lansing         | Shawnee         | Liberty           |
| Leavenworth     | Westwood        | North Kansas City |
| Leawood         | Belton          | Raymore           |
| Lenexa          | Blue Springs    | KDOT              |
| Merriam         | Gladstone       | MoDOT             |
| Mission         | Grandview       |                   |
| Mission Woods   |                 |                   |

Those Member Agencies that execute a Participation Agreement and Authorization Agreement will be deemed Participating Agencies hereunder.

The Chief Executive Officer, Chief Marketing Officer, or Director of Government Accounts are designated by TTS as its authorized representatives (“TTS Agent”).



### **3. Purpose and Scope**

TTS desires access to the Real Time Traffic Signal Data, to include signal status and states, demand status and states, and other information available from traffic signal controller or ATMS. In addition, TTS desires access to time of day signal timing parameters. TTS will use these data in patented, proprietary processes to produce Product for use by TTS customers and other interested parties.

The intended use of the Product is for connected vehicle applications and analytics to improve the vehicle performance or efficiency, improve ride comfort for driver or operator and passengers, provide information to the driver or operator, monitor driving behaviors, monitor infrastructure operations, or apply to automated operations or features.

TTS shall limit its customers' applications of the derived Product for applications that do not violate local, state, or federal laws, or uses that will not be used in a manner to encourage undesirable driver behavior.

The Product is not permitted for traffic law enforcement.

### **4. Access of Traffic Signal Timing Data**

Participating Agencies and MARC hereby grant TTS access to Traffic Signal Timing Data. TTS will work with MARC and/or TransCore to obtain data in the most efficient and non-intrusive manner, which may include access to the TransCore System, the ATMS, or the Participating Agencies traffic signal controllers. The Participating Agencies and MARC will not charge TTS a fee to be provided with access to this Traffic Signal Timing Data, provided that TTS will be responsible for any costs associated with obtaining or making the data available.

### **5. Access of Real Time Traffic Signal Data**

Participating Agencies and MARC hereby grant TTS non-exclusive, non-transferable, non-sublicensable, limited, and royalty free access to obtain and utilize the Participating Agencies Real Time Traffic Signal Data. The Participating Agencies and MARC will not charge TTS a fee to be provided with access to the Real Time Signal Data, provided that TTS will be responsible for any costs associated with obtaining or making the data available. TTS will be responsible for all vendor costs associated with making system modifications to make the Real Time Signal Data available. TTS shall have the right to use the data in any manner it deems appropriate in furtherance of its business purposes, including without limitation providing the derivatives of the data and Product to third parties, subject to the terms of this Agreement and compliance with all applicable laws, rules and regulations. The Participating Agencies and MARC reserve the right to make available the same data for any other parties.

### **6. Ownership of and Rights to Data**

The Participating Agencies and MARC retain all rights to the raw data, or Real Time Traffic Signal Data, being provided to TTS. TTS shall own all rights to Product and any formatted, predictive, or derivative data generated from the raw data.





## 7. Reporting

TTS shall provide Participating Agencies and MARC with periodic reports, at least quarterly, of traffic signal performance metrics of Product.

## 8. Indemnification

TTS will indemnify, defend, save, and hold harmless the Participating Agencies and MARC and their elected officials, employees, and agents from all claims, including but not limited to claims that arise from or relate to (i) any use or disclosure of any data obtained or provided to TTS hereunder, including any Products created by TTS from such data, (ii) a breach of TTS' representations and warranties, (iii) any personal injury, death or property damage caused by any alleged act, omission, error, fault, mistake or negligence of TTS, its employees, agents, or representatives in connection with or incident to TTS' performance under or related to this Agreement, and (iv) the infringement of any patent, copyright, trademark, trade secret or other proprietary right of any third party by TTS' use of any data provided or obtained under this Agreement.

## 9. Representations and Warranties

Participating Agencies and MARC make no warranties hereunder whatsoever, including any warranties pertaining to the quality or accuracy of the data provided under this Agreement. The Participating Agencies and MARC do not warrant that they will be able to continuously provide the data without interruption and expressly reserves the right to discontinue the data stream at any time. Notwithstanding anything to the contrary herein, the Participating Agencies and MARC reserve the right to immediately discontinue access to any data or the Agency Data stream without notice and at their discretion upon evidence of tampering or other unauthorized interference with the data or system. Participating Agencies and MARC make no other representations or warranties.

## 10. Limitation of Liability

Participating Agencies and MARC assume no liability hereunder whatsoever. Nothing in this Agreement excludes or limits TTS's liability for: (a) fraud or fraudulent misrepresentation; (b) breach of confidentiality; (c) indemnification obligations under Section 8 above; (d) claims for personal injury, including death, or damage to real property or tangible personal property arising from the negligence, reckless conduct or intentional acts of a Party, its officers, employees or agents; or (e) matters that cannot be excluded or limited under applicable law.

## 11. Term

Unless terminated earlier in accordance with Section 12, this Agreement will begin on the latest date of the signature (the "Effective Date") and continue for one (1) year (the "Initial Term"). This Agreement will automatically renew on the anniversary of the Effective Date for successive one (1) year periods unless either party provides written notice of non-renewal at least thirty (30) days before the end of the then-current term (collectively, "Renewal Terms"). The "Term" will consist of the Initial Term and all Renewal Terms, if any.



**12. Termination**

Parties shall have the right to terminate this Agreement by providing written notice to the other Party within thirty (30) days, unless identified otherwise in this Agreement.

**13. Data Destruction**

Upon termination of this Agreement, TTS shall destroy all raw data whatever form or medium, including all copies thereof. TTS shall destroy the data no later than thirty (30) days following termination of this Agreement.

**14. Notices**

Absent notice to the contrary in writing, all communications to TTS shall be sent to:

Traffic Technology Services, Inc.  
Attn: Contracts & Agreements  
17933 NW Evergreen Pkwy, Suite 240  
Beaverton, OR 97006  
or email: [suppliers@traffictechservices.com](mailto:suppliers@traffictechservices.com)

Absent notice to the contrary in writing, all communications to the MARC shall be sent to:

Mid-America Regional Council  
600 Broadway, Suite 200  
Kansas City, MO 64105  
Attention: Ray Webb  
And by email to: [rwebb@MARC.ORG](mailto:rwebb@MARC.ORG)

or at any other address as any Party may, from time to time, designate by notice given in compliance with this Section.

**15. Assignment**

Neither Party shall assign, transfer, subcontract, or delegate all or any part of this Agreement, or any interest therein, without the other Party's prior written consent, which shall not be unreasonably withheld.

**16. Agreement Binding**

This Agreement shall be binding upon the successors of MARC, TTS Agent, TTS, or the Participating Agencies and assigns of the Parties hereto.

**17. Personal Liability**

Nothing in this Agreement may be construed to create any personal liability on the part of any officer or agent of any Party to this Agreement.





#### **18. Choice of Law**

This Agreement shall be governed in all respects by and construed under the laws of the State in which MARC resides as such laws are applied to agreements between residents of that State entered into and to be performed entirely within that State.

#### **19. Choice of Forum**

The Parties agree to institute any litigation concerning the enforcement or interpretation of the Agreement in the courts of jurisdiction for MARC, unless the claim must be brought in a federal forum, in which case it must be brought and adjudicated exclusively within the United States District Court for the Western District of Missouri. TTS hereby consents to the personal jurisdiction of these courts, waives any objection to venue in these courts, and waives any claim that either of these courts is an inconvenient forum. In no way may this Section or any other term of this Agreement be construed as a waiver by MARC or any Participating Agency of any form of defense or immunity, whether it is sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States, or otherwise, from any Claim or from the jurisdiction of any court.

#### **20. Waiver**

Any waiver of any breach of any condition or covenant herein contained to be kept and performed by either Party shall not be deemed or considered as a continuing waiver, and shall not operate to bar or prevent the non-breaching Party from declaring a default for any succeeding breach, either of the same condition or covenant or otherwise.

#### **21. Severability**

If any term (or part of a term) of this Agreement is invalid, illegal, or unenforceable, the rest of the Agreement will remain in effect.

#### **22. Interpretation of the Agreement**

The Parties acknowledge that each of the Parties have participated in the drafting of this Agreement. No Party shall be considered to be the drafter of this Agreement for the purposes of interpretation.

#### **23. Parties in Interest**

Nothing herein shall be construed to be to the benefit of any third party not identified or referenced in this Agreement, nor is it intended that any provision shall be for the benefit of any such third party.

#### **24. Force Majeure**

Neither Party will be liable for failure or delay in performance to the extent caused by circumstances beyond reasonable control.



25. Entire Agreement

This Agreement constitutes the entire agreement between the Parties. This Agreement supersedes all proposals and oral and written agreements between the Parties on this subject. No modifications, alterations, changes, or waiver to this Agreement or any of its terms shall be valid or binding unless accomplished by a written amendment signed by both Parties.

IN WITNESS OF THIS, the Parties hereby execute this Agreement through their authorized representatives.

MARC  
[Signature] 8/13/2019  
Signature Date  
DAVID A. WARM  
Printed Name  
EXECUTIVE DIRECTOR  
Title

TTS  
[Signature] 8/26/2019  
Signature Date  
Kiel R. Ova  
Printed Name  
CMO  
Title

Consent and Approval of TransCore:

By signing below, TransCore acknowledges and agrees that by providing TTS with access to the TransCore System as contemplated herein, MARC and the Participating Agencies will not be considered in breach of or in default under the terms of the TransCore Agreement (as defined herein).

TransCore ITS, LLC

[Signature] 8/26/19  
Signature Date  
Michael R. Mauritz  
Printed Name  
Sr. Vice President  
Title



**EXHIBIT A**

**AGENCY PARTICIPATION AGREEMENT**

This Agency Participation Agreement, (the "Participation Agreement") is entered into as of \_\_\_\_\_, 2019 (the "Effective Date") by and among the Mid-America Regional Council ("MARC"), Traffic Technology Services, Inc. ("TTS"), and \_\_\_\_\_ [name of participating Agency] ("Participating Agency"), in conjunction with the Data Authorization Agreement (hereinafter the "Underlying Agreement") between MARC and TTS date on or about \_\_\_\_\_, 2019.

**RECITALS**

Participating Agency is an Operation Green Light Member Agency (as such terms are defined in the Underlying Agreement), and desires to join the Underlying Agreement as a Participating Agency, subject to the terms and conditions of the Underlying Agreement, as expressly supplemented and modified by this Participation Agreement.

**AGREEMENT**

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration the receipt of which is hereby acknowledged, the parties agree as follows:

1. **Incorporation of Underlying Agreement.** TTS, MARC and Participating Agency agree that all of the terms and conditions of the Underlying Agreement are incorporated herein by this reference. For purposes of applying the Underlying Agreement to this Participation Agreement, Participating Agency shall have all of the obligations, rights and remedies of MARC as set forth in the Underlying Agreement. Any capitalized term not defined herein shall have the meaning ascribed to it in the Underlying Agreement.

2. **Adoption of Underlying Agreement.** Participating Agency acknowledges and agrees that it is participating under the Underlying Agreement and that MARC and/or TTS may modify the Underlying Agreement at any time. Participating Agency agrees to all of the terms and conditions set forth in the Underlying Agreement as so modified, and hereby consents to, agrees to be bound by, any extensions, deletions or other modifications of the terms and conditions of the Underlying Agreement agreed upon by MARC and TTS, provided that TTS agrees to provide Participating Agency with notice of any such amendment or modification promptly when made. Any such amendments or modifications shall be binding on Participating Agency thirty days following TTS's written notice to Participating Agency describing the amendment or modification. TTS acknowledges and agrees that all terms, conditions, rights and remedies under the Underlying Agreement are fully enforceable against it by Participating Agency, provided, however, that: (a) Participating Agency has no obligation under this Participation Agreement for the obligations of MARC or any other Participating Agencies under the Underlying Agreement; (b) Participating Agency has no rights to set or modify the agreed upon term between TTS and MARC; and (c) Participating Agency has no right to terminate the Underlying Agreement or any other Participating Agency's Participation Agreement.



3. **Limitations Among Participants.** Participating Agency is not liable for any obligations of MARC or any other Participating Agency, as applicable, under the Underlying Agreement or any of their respective Participation Agreements. MARC is not liable for any obligations of any Participating Agency under the Underlying Agreement or any of their respective Participation Agreements. UNDER NO CIRCUMSTANCES SHALL MARC OR ANY PARTICIPATING AGENCY HAVE ANY RESPONSIBILITY FOR OR BE JOINTLY OR SEVERALLY LIABLE FOR THE OBLIGATIONS OF EACH OTHER OR ANY OTHER PARTICIPATING AGENCY.

4. **Term.** This Participation Agreement will commence on the date first written above and will be coterminous with the Underlying Agreement. Notwithstanding the foregoing, the Participating Agency may terminate this Participation Agreement at any time on thirty (30) days' notice to the other parties.

5. **Departure of Agency.** In the event that Participating Agency no longer meets the definition of "Member Agency" under the Underlying Agreement, then any of MARC, TTS or the Participating Agency may terminate this Participation Agreement on written notice to the other parties.

6. **Address for Notices.** All notices, requests, demands and other communications to Participating Agency required or permitted under this Participation Agreement shall be provided to the address set forth below:

Absent notice to the contrary in writing, all communications to TTS shall be sent to:

Traffic Technology Services, Inc.  
Attn: Contracts & Agreements  
17933 NW Evergreen Pkwy, Suite 240  
Beaverton, OR 97006  
or email: [suppliers@traffictechservices.com](mailto:suppliers@traffictechservices.com)

Absent notice to the contrary in writing, all communications to the MARC shall be sent to:

Mid-America Regional Council  
600 Broadway, Suite 200  
Kansas City, MO 64105  
Attention: Ray Webb  
And by email to: [rwebb@MARC.ORG](mailto:rwebb@MARC.ORG)



Absent notice to the contrary in writing, all communications to the Participating Agency shall be sent to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**MARC**  
*David A. Warm* 8/13/19  
Signature / Date

DAVID A. WARM  
Printed Name  
EXECUTIVE DIRECTOR  
Title/Date

**TTS**  
*Kiel R. Ova* 8/26/2019  
Signature / Date

Kiel R. Ova  
Printed Name  
CMO  
Title/Date

**PARTICIPATING AGENCY**

\_\_\_\_\_  
Signature / Date  
\_\_\_\_\_  
Printed Name  
\_\_\_\_\_  
Title/Date

# **SECTION VI**

## **E**



**AN ORDINANCE APPROVING A FIRE PROTECTION AGREEMENT BETWEEN THE CITY OF BELTON AND THE MOUNT PLEASANT FIRE PROTECTION DISTRICT.**

**WHEREAS**, on December 31, 2019 the current agreement for providing fire protection between the Mount Pleasant Fire Protection District, a political subdivision ("Fire District") and the City of Belton, Missouri ("City") will expire; and

**WHEREAS**, both parties desire to enter into a new Agreement (the "Agreement"), a copy of which is attached hereto as Exhibit A, in order for the City to continue to provide fire protection services for and on behalf of the District; and

**WHEREAS**, the City has authority to enter into this Agreement pursuant to the provisions of R.S.Mo. §§ 70.210 and 320.090.

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

- Section 1.** That the City Council hereby authorizes and approves the execution of the Agreement herein attached.
- Section 2.** That the City Manager is hereby authorized to sign the Agreement on behalf of the City.
- Section 3.** That 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.
- Section 4.** That all ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.
- Section 5.** That this Ordinance shall be in full force and effect from and after the date of its passage and approval.

READ FOR THE FIRST TIME: November 26, 2019

READ FOR THE SECOND TIME AND PASSED:

---

Mayor Jeff Davis

Approved this \_\_\_\_ day of \_\_\_\_\_, 2019.

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

ATTEST:

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

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

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

AYES:           COUNCILMEN:

NOES:           COUNCILMEN:

ABSENT:         COUNCILMEN:

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

**FIRE PROTECTION AGREEMENT  
BY AND BETWEEN  
THE MOUNT PLEASANT FIRE PROTECTION DISTRICT  
AND THE CITY OF BELTON, MISSOURI**

This Agreement is by and between the Mount Pleasant Fire Protection District, hereinafter called the "District," and the City of Belton, Missouri, hereinafter called the "City." The District and the City desire to enter into this Agreement pursuant to Section 70.210 et. seq. RSMo in order for the City to provide fire/rescue emergency response services to the District and agree as follows:

1. Calls and Dispatch. The City will answer calls for service within the boundaries of the District. When the City's equipment, personnel are in use elsewhere, the City will make demand under its Mutual Aid Agreements with other fire departments in order to respond to the District's calls. The City or its authorized or designated representative (collectively also referred to as the "City") shall have the sole and exclusive right and responsibility to prescribe the manner and method of giving the alarm for fire in the District. The decision as to the availability of City personnel and equipment is exclusively that of the City, and the District agrees that the City will incur no liability, and the District will indemnify and hold the City harmless from any claims of liability arising out of the City's decision with respect to availability of its equipment, personnel, and volunteer force.

2. On Site Control. The City shall immediately, upon arriving at the scene of any alarm or emergency, have the sole and exclusive responsibility and authority to direct and control any and all firefighting and/or fire prevention activities and emergency operation at such scene(s), and any officers and/or firemen appointed by the District shall be subject to the orders of the City.

3. City Regulations and Ordinances to Control. All operational services provided pursuant to the terms of this Agreement shall be in accordance with the regulations and ordinances of the City and its Fire Department.

4. Expenses. All expenses to maintain equipment, apparatus, salaries, insurance premiums, and any and all other items of expense connected with the services to be performed by the City under this Agreement shall be a City expense, and the only expense falling upon the District shall be the payments set forth in this Agreement pursuant to Section 7 below.

5. Term. This Agreement shall have a five-year (5) term (the "Term"). The Term of the Agreement shall begin on January 1, 2020, and shall continue through December 31, 2024. At the approval of both parties an optional two-year (2) extension may be granted.

6. Maximum District Levy To Be Imposed. The current district levy shall be maintained for the Term of this agreement. The District will take all steps necessary to impose the Operating Levy on all real property and improvements within the District during the term of this Agreement and any renewals. (The revenue collected by the Cass County Collector on behalf of the District from imposition of the Operating Levy minus any fees charged or retained by the Cass County Collector shall be referred to herein as the "District Revenue.")

For the purposes of this agreement, the District Revenue for a given contract year shall be defined as the District Revenue collected during the 12-month period January 1 of the contract year and ending December 31 of the contract year.

7. Service Charge. The District agrees to pay to and the City agrees to accept as full payment for all firefighting and fire/rescue services rendered under this Agreement, the following sums (the "Service Charge") over the term of this agreement and any renewals:

Service Charge

94% of the Net District Revenue

For each contract year, the Service Charge will be estimated (the "Estimated Service Charge") utilizing the percentage applied to the District Revenue to determine the Service Charge (94%), the most recent assessed value of property within the District, and current District levy, adjusted by a factor of 0.975 to account for county fees, anticipated bad debts, and other collection losses. The Estimated Service Charge for each year will be divided into equal quarterly payments due on March 31, June 30, September 30, and December 31. The amount equal to the difference between the Net District Revenue and the Estimated Service Charge will be adjusted and paid in a lump sum on March 31 of each year of the ensuing year to the appropriate party.

8. Default. In the event of default of payment, for a period of more than ten (10) days after notice to the District of the non-receipt of payment, the obligations of the City under this Agreement shall immediately cease and the City shall bear no responsibility or liability for any of the obligations hereunder.

9. Change in Boundaries. The Service Charges provided for in Section 7 are contingent on the District boundaries remaining the same as they exist as of the date of this Agreement. The parties agree to negotiate a new payment schedule based on the effect of any increase or decrease in boundaries that may take place during the term of this Agreement. The City will inform the District of any changes in boundary due to annexation. In addition, the City will inform and consult with the District regarding any new facilities or changes in service that will affect the District.

10. Notices. All notices, requests, demands, or other communications (Notice) hereunder shall be in writing and delivered by national overnight courier, effective as of the date of delivery to the intended recipient as shown on the courier's records. Delivery shall be deemed to have been made if the courier was not able to deliver due to change of address for which no Notice was given.

Notice shall be addressed as shown below:

For the District:      President  
Mount Pleasant Fire Protection District  
19702 S. Stockman Rd.  
Belton, MO 64012

For the City:                   City Manager  
  City of Belton, Missouri  
  506 Main  
  Belton, MO 64012

11.    Amendments. The terms, conditions, and provisions of this Agreement can neither be modified nor eliminated except by mutual agreement between the District and the City, and approved by an ordinance duly adopted by the City Council and a resolution duly adopted by the District's Board of Directors. Either party to this Agreement may request to open renegotiations at any time with six months written Notice to the other party.

12.    Term. This Agreement shall expire on December 31, 2024. Either party may terminate this Agreement at any time with 120 days prior written Notice of intent to terminate.

13.    Severability. The provisions of this Agreement shall be deemed severable. In the event that any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions of this Agreement shall remain valid unless the court finds that the valid provisions are so essentially and inseparably connected with and so dependent upon the invalid provisions that it cannot be presumed that the parties would have agreed to the valid provisions of this Agreement; or unless the court finds the valid provisions, standing alone, are incomplete and incapable of being executed in accordance with the intent of the contracting parties.

14.    Applicable Law. This Agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this Agreement be litigated, venue shall be proper only in the Circuit Court of Cass County, Missouri.

15.    Previous Agreements. The parties acknowledge and agree that this Agreement supplants and replaces all previous agreements between the parties but in no event relieves either party from performing or satisfying any obligations or liabilities which have matured thereunder.

16.    Entire Agreement. This Agreement contains the entire agreement among the parties with regard to the matters set forth herein and supersedes all prior understandings, whether oral or written, between or among the parties. No modification, amendment, or waiver of any of the provisions of this Agreement shall be effective unless in writing specifically referring hereto and signed by both parties.

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

18.    No Third Party Relationships or Beneficiaries. Nothing contained in this Agreement shall be deemed or construed by the parties or by any third party to create the relationship of principal and agent, partnership, joint venture, or any association between the City and the District. This Agreement is made and entered into for the sole protection and benefit of the City and the District. No other person or entity shall have or acquire any right or action based upon any provisions of this Agreement.



19. Indemnification by District. To the extent that the City does not have liability insurance or is not immune to liability, the District agrees to hold the City harmless for any act by the City, its agents, employees, or volunteers directly related to the City's obligations under this Agreement, except for acts constituting intentional misconduct or gross or wanton negligence. The District agrees to obtain and provide proof to the City of liability insurance providing indemnity to the City according to the terms of this agreement with the City listed as an additional insured in an amount equal to \$2 million combined single limit for each occurrence and \$2 million general aggregate or whatever other statutory requirements may be necessitated by any changes or operation of law.

*(Remainder of page intentionally left blank. Signature page to follow.)*



IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers.

This Agreement has been executed on behalf of the City pursuant to adoption by an ordinance of the City Council of the City on, \_\_\_\_\_.

This Agreement has been executed on behalf of the District pursuant to agreement of the Board of Directors of the District on, \_\_\_\_\_.

MOUNT PLEASANT FIRE  
PROTECTION DISTRICT

CITY OF BELTON  
A MUNICIPAL CORPORATION

\_\_\_\_\_  
Board Member Date

\_\_\_\_\_  
Alexa Barton Date  
City Manager

\_\_\_\_\_  
Board Member Date

\_\_\_\_\_  
John Sapp Date  
Fire Chief

\_\_\_\_\_  
Board Member Date

