



**Agenda of the Belton City Council
Electronic Meeting
December 8, 2020 – 6:00 p.m.
520 Main Street, Belton Missouri
<https://www.belton.org/watch>**

Members of the public may observe and attend the meeting at the URL location above.

- I. CALL WORK SESSION TO ORDER
- II. ITEMS FOR REVIEW AND DISCUSSION
 - A. UDC Text Amendments: Chapters 1, 28, and 30
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- III. ADJOURN WORK SESSION
- IV. CALL MEETING TO ORDER
- V. PLEDGE OF ALLEGIANCE – Mayor Davis
- VI. ROLL CALL
- VII. PERSONAL APPEARANCES
- VIII. 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 24, 2020, City Council Meeting.**
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 - B. **Motion approving the October & November 2020 Municipal Division Summary Reports for Municipal Court.**
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- C. Motion approving Resolution R2020-88
Resolution approving a three-year maintenance contract with Ed M. Feld Equipment Company, Inc. (Feld Fire) for preventative maintenance on two Bauer breathing air compressors for the Fire Department.

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- D. Motion approving Resolution R2020-89
A resolution approving a Contract for Services for the Public Works Facility insulation with The Hayes Company in the not-to-exceed amount of \$33,985.41.

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- E. Motion approving Resolution R2020-90
A resolution approving an On-Call Professional Services Contract with Burns & McDonnell/CAS, LLC.

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IX. REGULAR AGENDA

- A. Motion approving the final reading of Bill No. 2020-53
An ordinance approving the Final Plat for Traditions Third Plat, a tract of land lying in Section 13, Township 46, Range 33, in the City of Belton, Cass County, Missouri and authorizing the Mayor and City Clerk to sign the plat for recording with the Cass County Recorder's office.
- B. Motion approving the final reading of Bill No. 2020-54
An ordinance approving the Final Plat for Traditions Fourth Plat, a tract of land lying in Section 13, Township 46, Range 33, in the City of Belton, Cass County, Missouri and authorizing the Mayor and City Clerk to sign the plat for recording with the Cass County Recorder's office.
- C. Motion approving the final reading of Bill No. 2020-55
An ordinance of the City Council of the City of Belton, Missouri amending Chapter 2, Article IV, Division 2 of the Code of Ordinances, City of Belton; enacting new provisions relating to the City's purchasing policy; and adopting the City of Belton purchasing policy.
- D. Motion approving the final reading of Bill No. 2020-56
An ordinance approving for a twenty-foot (20') natural gas easement overlaying the existing 20-foot (20') Spire easement along Markey Road and a ten-foot (10') natural gas easement on Seabee Drive, for Spire Missouri, Inc., adjacent to the West edge of Seabee Drive to install a natural gas line to provide heat to all the buildings that are a part of the Public Works Facility.

- E. Motion approving the final reading of Bill No. 2020-57
An ordinance approving the reappropriation & revision of the City of Belton Fiscal Year 2021 Adopted City Budget for the purpose of increasing the budget for the new Public Works Facility project and decreasing the budget for the Public Works Department.
- F. Motion approving the first reading of Bill No. 2020-58
An ordinance amending Sections 1-5; 28-8; 30-6; and 30-9 of the Unified Development Code to advance new regulations, address conflicts, and revise wording to provide language that is easier to understand for all users of the code.

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- X. CITY COUNCIL LIAISON REPORTS
- XI. MAYOR'S COMMUNICATIONS
- XII. CITY MANAGER'S REPORT
- December 2020/January 2021 City Council Meetings – 6:00 p.m.
December 22, 2020 - Canceled
January 12, 2021
January 26, 2021
- XIII. COMMUNICATIONS FROM CITY COUNCIL
- XIV. Motion to enter Executive Session to discuss matters pertaining to the leasing, purchase or sale of Real Estate, according to Missouri Statute 610.021.2; and to discuss matters pertaining to negotiated contracts, according to Missouri Statute 610.021.12, and that the record be closed, and the meeting adjourned from there.

SECTION II

A



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: December 8, 2020

DIVISION: Planning and Building Department

COUNCIL: Regular Meeting Work Session Special Session

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

ISSUE/RECOMMENDATION:

Consideration of Text amendments to the Unified Development Code to Chapter 1 – General Provisions, Section 1-5 – Definitions; and Chapter 28 – Performance Standards, Section 28-8 (f) – Fences; and Chapter 30 – Signs, Section 30-6 – Prohibited Signs; Chapter 30 – Signs, Section 30-9 (l) – Political Signs; and Chapter 30 – Signs, Section 30-9 – Additional Standards for Specific Sign Types.

BACKGROUND:

From time-to-time, amendments are proposed to the Unified Development Code (UDC), to advance new regulations and land-use techniques, as well as address conflicts and revise wording to help with administrative situations that may arise. This set of proposed text amendments are intended to eliminate inconsistencies in the Unified Development Code and provide language that is easier to understand for all users of the code. The amendments will also help with code enforcement interpretations and actions.

PLANNING COMMISSION RECOMMENDATION:

The Planning Commission convened a public hearing on November 2, 2020. At the conclusion of the public hearing, the Planning Commission recommended approval of the proposed amendments to the Unified Development Code. The Planning Commission vote was 7 to 0 in support of the amendments.

LIST OF REFERENCE DOCUMENTS ATTACHED:

1. Text Amendments Spreadsheet



UDC Amendments 11/24/2020 City Council

<u>Sec #</u>	<u>Existing Provision</u>	<u>Proposed Amendment</u>	<u>Recommended Action</u>
Section 1-5: General Definitions	Create new definition to help with enforcement activities:	<i>Abandoned Sign-</i> A sign that depicts or refers to a product, business, service, activity, condition or occupation which has changed in such a manner that the sign no longer properly or appropriately identifies or describes said product, business, service, activity, condition or occupation which no longer exists at the location referred to in the sign, or no longer exists or operates at any location.	New Definition
Section 30-6: Prohibited Signs	<u>The following signs are prohibited:</u> (1) Snipe signs; (2) Vehicle signs; (3) Portable signs; (4) Any sign or other advertising structure displaying any obscene, indecent or immoral matter; (5) Any sign that obstructs or is attached to a fire escape; (6) Any sign that obstructs a window, door, opening required for legal ventilation, or any other opening; or prevents free passage from one part of the roof to another; (7) Attention-attracting devices, electrical signs, displays or illuminated signs that may impair night vision, are a hazard to traffic or interfere with or conflict with traffic signals, whether inside or outside the building; (8) All signs in the public right-of-way or on public property, whether permanent or temporary, except signs installed by a government entity; (9) New pole signs; and (10) Roof signs.	<u>The following signs are prohibited:</u> (1) Snipe signs; (2) Vehicle signs; (3) Portable signs; (4) Any sign or other advertising structure displaying any obscene, indecent or immoral matter; (5) Any sign that obstructs or is attached to a fire escape; (6) Any sign that obstructs a window, door, opening required for legal ventilation, or any other opening; or prevents free passage from one part of the roof to another; (7) Attention-attracting devices, electrical signs, displays or illuminated signs that may impair night vision, are a hazard to traffic or interfere with or conflict with traffic signals, whether inside or outside the building; (8) All signs in the public right-of-way or on public property, whether permanent or temporary, except signs installed by a government entity; (9) New pole signs; (10) Roof signs; and (11) Abandoned signs.	Text amendment to list abandoned signs as prohibited signs

Section 30-9(r): Maintenance	(r) Maintenance. (1) All signs, together with all their supports, braces, guys and anchors, must be kept in good repair and shall maintain a clean appearance and be in a safe condition. (2) Any sign that is broken, has peeling paint, intermittent lighting, visible rust, or is not maintained in an upright and plumb fashion shall be subject to the enforcement provisions.	(r) Maintenance. (1) All signs, together with all their supports, braces, guys and anchors, must be kept in good repair and shall maintain a clean appearance and be in a safe condition. (2) Any sign that is broken, has peeling paint, intermittent lighting, visible rust, or is not maintained in an upright and plumb fashion shall be subject to the enforcement provisions. (3) After any business has abandoned its location or tenant space, the owner, agent, or person having beneficial use of the building, structure, or lot where such business was located; shall remove all signs relating to such business.	Text amendment to specify removal procedures
Section 30-9(l): Political Signs	(l) Political signs. Political signs may be erected on private property as follows: (1) One political sign per candidate or ballot issue is permitted per street frontage on a lot with permission of the property owner. (2) Political signs shall not be erected more than 30 days prior to the election and shall be removed within seven days following the election. (3) The maximum size of any political sign shall be 32 square feet in a commercial or industrial zoning district. (4) The maximum size of any political sign shall be six square feet in a residential zoning district. (5) No political sign shall be installed within the right-of-way. <u>Remove subsection (2) in its entirety and renumber the remaining provisions.</u>	(l) Political signs. Political signs may be erected on private property as follows: (1) One political sign per candidate or ballot issue is permitted per street frontage on a lot with permission of the property owner. (2) The maximum size of any political sign shall be 32 square feet in a commercial or industrial zoning district. (3) The maximum size of any political sign shall be six square feet in a residential zoning district. (4) No political sign shall be installed within the right-of-way.	Text amendment to remove time limitations on political signs
Section 1-5: General Definitions	Create new definition for “murals” as permitted wall signs- Presently, the definition of “signs” includes <i>paintings</i> . As such, paintings are signs and are limited to 10 percent of a wall area. <u>There has been interest in the community to allow painted murals on walls in downtown.</u>	Mural: Any painting, fresco, decoration, vinyl application, mosaic or similar art form intended for décor/commemoration, applied to the wall or side of a building or structure.	New Definition

<p>Section 30-9: Additional Standards for Specific Sign Types</p>	<p>Add standard (t) to create Standards for murals in Section 30-9:</p>	<p>Section 30-9(t): Murals may be painted on walls, fences, or structures in the area defined as the Old Town Belton Overlay District—provided the design is permitted by the property owner and subject to the approval of a sign permit. (1) Murals deemed advertising signs, billboards or graffiti are not encouraged. (2) Murals shall not imitate or appear to imitate any official traffic sign or device which appears to regulate or direct the movement of traffic or which interferes with the proper operation of any traffic sign or signal, or which obstructs or physically interferes with a motor vehicle operator’s view of approaching, merging, or intersecting traffic. (3) Murals shall not contain vulgar, obscene or offensive material including offensive material of a sexual nature. This includes material that when taken as a whole: (a) Applying contemporary community standards, its predominant appeal is to prurient interest in sex; and (b) the average person, applying contemporary standards, would find the material depicts or describes sexual conduct in a patently offensive way; and (c) a reasonable person would find the material lacks serious literary, artistic, political or scientific value. (4) Murals shall be kept in good condition and preserved in the manner in which they were originally created.</p>	<p>Text amendment to create and specify standards for murals</p>			
<p>Section 28-8(f): Fences - Commercial and Industrial Districts</p>	<p>Amend part of Section 28-8(f) – Table of Fence Regulations to create a new line item for decorative metal security fences for properties larger than 10-acres within commercial and industrial districts:</p>	<p>Section 28-8(f) – Table of Fence Regulations:</p> <table border="1" data-bbox="955 1036 1644 1385"> <tr> <td data-bbox="955 1036 1123 1385"> <p>Decorative Metal Security Fences</p> </td> <td data-bbox="1123 1036 1287 1385"> <p>6 feet max height</p> </td> <td data-bbox="1287 1036 1644 1385"> <p>In Commercial and Industrial districts, properties larger than 10-acres may have security fences in front of the front corner of the structure</p> </td> </tr> </table>	<p>Decorative Metal Security Fences</p>	<p>6 feet max height</p>	<p>In Commercial and Industrial districts, properties larger than 10-acres may have security fences in front of the front corner of the structure</p>	<p>Text amendment to allow for security fencing in front of the front line of a building for commercial and industrial properties that are larger than 10-acres</p>
<p>Decorative Metal Security Fences</p>	<p>6 feet max height</p>	<p>In Commercial and Industrial districts, properties larger than 10-acres may have security fences in front of the front corner of the structure</p>				

SECTION VIII

A

**Minutes of the Belton City Council
November 24, 2020
City Hall Annex
520 Main Street, Belton, Missouri**

Mayor Davis called the work session to order at 6:00 p.m.

Greg Rokos, Public Works Director, gave an overview of the Apple Valley street reconstruction and storm sewer pipe replacement beginning in December.

Being no further business, Mayor Davis adjourned the work session at 6:16 p.m. and called the regular meeting to order.

Councilmember Finn led the Pledge of Allegiance to the Flag.

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

Staff present: Alexa Barton, 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 November 10, 2020, City Council Meeting.**
- **approving Resolution R2020-80: Resolution approving Cigna for employee provided health insurance, US Able employee provided long term disability insurance, Delta Dental employee provided dental insurance, and Superior Vision employee provided vision insurance beginning January 1, 2021.***
- **approving Resolution R2020-85: A resolution accepting the donation of one 40' Conex shipping container from a local business owner for the Belton Fire Department, to be used for training purposes.**
- **approving Resolution R2020-86: A resolution approving the purchase of one 2021 Chevrolet 1500 and associated equipment in the amount of \$46,651.00 and approve the disposal/sale of truck #808 through the City of Belton's auction service provider.**
- **approving Resolution R2020-87: A resolution approving the purchase of air purification equipment and installation in nine City buildings including the Wellness Center, Senior Center, Memorial Station, City Hall Annex, City Hall, Fire Stations 1 and 2, Police Station, and Eagles Landing Golf Course clubhouse from Siemens Industry, Inc. in the not-to-exceed amount of \$52,023.00, to be purchased from the CARES Act.**

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

*This resolution was originally presented to the City Council on October 27, 2020. A clerical error was found and therefore, it was presented again November 24, 2020. There was no substantive change to the document itself.

REGULAR AGENDA

Andrea Cunningham, City Clerk, gave the final reading of Bill No. 2020-51: **An ordinance approving the 2021 Intergovernmental Agreement with the Mid-America Regional Council Solid Waste Management District for participation in the Regional Household Hazardous Waste Program.**

Presented by Councilmember Lathrop, seconded by Councilmember Trutzel. Vote on the final reading was recorded:

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

Noes: 0

Absent: 0

Bill No. 2020-51 was declared passed and in full force and effect as **Ordinance No. 2020-4597**, subject to Mayoral veto.

Ms. Cunningham gave the final reading of Bill No. 2020-52: **An ordinance of the City of Belton, Missouri approving a cooperative agreement between the City of Belton, Missouri and the Mid-America Regional Council for funding operations of Operation Green Light traffic control system in the amount of \$8,400.**

Presented by Councilmember Lathrop, seconded by Councilmember Trutzel. Vote on the final reading was recorded:

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

Noes: 0

Absent: 0

Bill No. 2020-52 was declared passed and in full force and effect as **Ordinance No. 2020-4598**, subject to Mayoral veto.

Ms. Cunningham read Bill No. 2020-53: **An ordinance approving the Final Plat for Traditions Third Plat, a tract of land lying in Section 13, Township 46, Range 33, in the City of Belton, Cass County, Missouri and authorizing the Mayor and City Clerk to sign the plat for recording with the Cass County Recorder's office.**

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

Ms. Cunningham read Bill No. 2020-54: **An ordinance approving the Final Plat for Traditions Fourth Plat, a tract of land lying in Section 13, Township 46, Range 33, in the City of Belton, Cass County, Missouri and authorizing the Mayor and City Clerk to sign the plat for recording with the Cass County Recorder's office.**

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

Ms. Cunningham read Bill No. 2020-55: **An ordinance of the City Council of the City of Belton, Missouri amending Chapter 2, Article IV, Division 2 of the Code of Ordinances, City of Belton; enacting new provisions relating to the City's purchasing policy; and adopting the City of Belton purchasing policy.**

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

Ms. Cunningham read Bill No. 2020-56: **An ordinance approving for a twenty-foot (20') natural gas easement overlaying the existing 20-foot (20') Spire easement along Markey Road and a ten-foot (10') natural gas easement on Seabee Drive, for Spire Missouri, Inc., adjacent to the West edge of Seabee Drive to install a natural gas line to provide heat to all the buildings that are a part of the Public Works Facility.**

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

Ms. Cunningham read Bill No. 2020-57: **An ordinance approving the reappropriation & revision of the City of Belton Fiscal Year 2021 Adopted City Budget for the purpose of increasing the budget for the new Public Works Facility project and decreasing the budget for the Public Works Department.**

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

CITY COUNCIL LIAISON REPORTS

Councilmember Davidson gave a Park report.

- HBWC is collecting items for Operation Santa
- HBWC is hosting a painting party for kids – December 4
- HBWC will have a virtual craft show – there is more information on the HBWC Facebook page

MAYOR'S COMMUNICATIONS

The Mayor's Christmas Tree Lighting was last night. The Community donated \$8,000 to the Welfare Association for Operation Santa. City Hall and other City buildings are also collecting toys and food for Operation Santa.

When the meeting concludes tonight, the State of the City video will play.

CITY MANAGER'S REPORT

December 2020/January 2021 City Council Meetings – 6:00 p.m.

December 8, 2020

December 22, 2020

January 12, 2021

January 26, 2021

COMMUNICATIONS FROM CITY COUNCIL

Councilmember Peek presented A Christmas Eve Jingle. At 6 p.m. on December 24 go outside and ring a bell. Watch the City's Facebook page for this event.

Mayor Davis reminded everyone to be smart during the holiday and minimize travel outside of Missouri. He encouraged businesses to require masks. Contact the County Commissioners to let them know of your desire.

At 6:30 p.m. Councilmember Clark moved to enter Executive Session to discuss matters pertaining to Legal Actions, according to Missouri Statute 610.021.1; to discuss matters pertaining to the leasing, purchase or sale of Real Estate, according to Missouri Statute 610.021.2; and to discuss matters pertaining to negotiated contracts, according to Missouri Statute 610.021.12, and that the record be closed, and the meeting adjourned from there.

Councilmember Lathrop seconded. The following vote was recorded:

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

Noes: 0

Absent: 0

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

Andrea Cunningham, City Clerk

Mayor Jeff Davis

SECTION VIII

B

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

**COURT DATES: 10/6/2020; 10/13/2020; 10/20/2020;
10/27/2020**



MUNICIPAL JUDGE **11/2/2020**
DATE

**IN ACCORDANCE WITH COURT OPERATING RULE 4.29
THE ATTACHED MUNICIPAL DIVISION SUMMARY
REPORT FOR MONTH OF OCTOBER 2020 WAS
PRESENTED AND REVIEWED BY CITY COUNCIL AS
REQUIRED**

CITY CLERK **DATE**



Payment Plan Reports

Collected

Belton Municipal Division

Monday, November 2, 2020 11:58 AM

Payment Detail Listing By Payment Plan Number From 10/01/2020 - 10/31/2020

PP#	Defendant Name	Trans. Date	Trans. Number	Receipt #	Citation#-Viol.	Amount Paid	C	A
PP0000446	FANTROY JR, QUENTIN	10/07/2020	505483	R00059477	121154690-1	\$6.50 PY	✓	
PP0000446 Totals:						\$6.50		
PP0000654	CAIN, JAMISON MATTHEW	10/25/2020	506696	R00059824	101900190-1	\$100.00 PY	✓	✓
PP0000654 Totals:						\$100.00		
PP0000767	JURADO HERNANDEZ, ALFREDO	10/07/2020	505519	R00059487	140790229-1	\$100.00 PY	✓	✓
PP0000767 Totals:						\$100.00		
PP0000803	PFLANZ, CHARLES DONOVAN	10/05/2020	505354	R00059428	160765955-1 160765956-1	\$100.00 PY	✓	✓
PP0000803 Totals:						\$100.00		
PP0001134	SNARGRASS, ANDREW J	10/07/2020	505514	R00059485	140805113-1	\$100.00 PY	✓	✓
PP0001134 Totals:						\$100.00		
PP0001181	JONES, MARQUISE TREVON	10/06/2020	505426	R00059457	140801178-1 140801177-1	\$75.00 PY	✓	✓
PP0001181 Totals:						\$75.00		
PP0001308	HAYDEN, JESSE PAUL	10/28/2020	506906	R00059896	160752137-1 160752136-1	\$60.00 PY	✓	✓
PP0001308 Totals:						\$60.00		
PP0001317	BASINSKI, TAYLOR MATTHEW	10/15/2020	506128	R00059619	160758100-1	\$43.00 PY	✓	✓
PP0001317 Totals:						\$43.00		
PP0001325	SCHEINER, CALVIN C	10/05/2020	505261	R00059403	140804913-1	\$50.00 PY	✓	✓
PP0001325 Totals:						\$50.00		
PP0001688	BOLLINGER, ANGELA D	10/20/2020	506388	R00059733	140804814-1 140804815-1	\$120.00 PY	✓	
PP0001688 Totals:						\$120.00		
PP0001915	FROMENT, SHARI DAWN	10/06/2020	505399	R00059441	140801823-1	\$20.00 PY	✓	✓
PP0001915 Totals:						\$20.00		
PP0001980	BERRY, LEIGHANN KATHRYN	10/14/2020	505959	R00059585	160757997-1 160764784-1	\$30.00 PY	✓	✓
PP0001980 Totals:						\$30.00		
PP0002062	CROSSLEY, DAKOTA BRADLY	10/26/2020	506784	R00059851	160755071-1 160756920-1	\$175.50 PY	✓	✓
PP0002062 Totals:						\$175.50		
PP0002082	GILE, DESTINY CHEYANNE	10/13/2020	505846	R00059554	160754737-1	\$25.00 PY	✓	✓
PP0002082 Totals:						\$25.00		
PP0002089	STEGNER, BRIAN KYLE	10/20/2020	506349	R00059723	140803064-1	\$10.00 PY	✓	✓
PP0002089 Totals:						\$10.00		
PP0002382	LAYCOCK, ANTHONY LOUIS	10/20/2020	506394	R00059734	160754531-1	\$100.00 PY	✓	✓
PP0002382 Totals:						\$100.00		
PP0002405	COLEGROVE, MALLORY A	10/19/2020	506300	R00059688	160762605-1	\$230.00 PY	✓	
PP0002405 Totals:						\$230.00		
PP0002446	UNDERWOOD, GEORGE EDWARD	10/08/2020	505570	R00059502	160764653-1	\$10.00 PY	✓	✓
PP0002446 Totals:						\$10.00		
PP0002463	DRYDEN, MICHAEL EUGENE	10/29/2020	507028	R00059907	140803261-1	\$30.00 PY	✓	✓
PP0002463 Totals:						\$30.00		
PP0002488	HARBOUR, SYLVESTER JR JR	10/26/2020	506779	R00059845	160761458-1	\$20.00 PY	✓	✓
PP0002488 Totals:						\$20.00		
PP0002783	DECKER, WILLIAM ALBERT	10/14/2020	505963	R00059586	160765837-1	\$100.00 PY	✓	✓
PP0002783 Totals:						\$100.00		

* Indicates an overpayment was made on the Payment Plan

PP0002886	GORDON, DEANDRE DEWAYNE	10/08/2020	505555	R00059493	160761875-1 160760510-1	\$320.00 PY ✓
PP0002886 Totals:						\$320.00
PP0002917	RIDDLE, JEREMY SCOTT	10/12/2020	505699	R00059529	160764388-1	\$58.00 PY ✓
PP0002917 Totals:						\$58.00
PP0002940	NEUENSCHWANDER, DAVID K	10/01/2020	505199	R00059363	160765934-1	\$20.00 PY ✓ ✓
PP0002940 Totals:						\$20.00
PP0003024	SEXTON, VINCENT E	10/20/2020	506434	R00059740	160764548-1	\$20.00 PY ✓ ✓
PP0003024 Totals:						\$20.00
PP0003137	UNDERWOOD, CHARLES RAYMOND	10/08/2020	505569	R00059501	160766375-1	\$20.00 PY ✓ ✓
PP0003137 Totals:						\$20.00
PP0003183	WOOD, RICKY GENE	10/27/2020	506880	R00059886	190282547-1	\$50.00 PY ✓ ✓
PP0003183 Totals:						\$50.00
PP0003198	MASSEY, BILLY RAY DUSTIN	10/27/2020	506893	R00059890	190283665-1	\$20.00 PY ✓ ✓
PP0003198 Totals:						\$20.00
PP0003201	RYAN, SONNY RAY	10/25/2020	506695	R00059823	160767504-1	\$50.00 PY ✓ ✓
PP0003201 Totals:						\$50.00
PP0003304	MALENA, KATHLEEN ERIN	10/21/2020	506508	R00059764	160763765-1 160763764-1	\$25.00 PY ✓ ✓
PP0003304 Totals:						\$25.00
PP0003311	SCHWERDTFEGER, PAUL S	10/14/2020	505983	R00059590	160766093-1	\$50.00 PY ✓ ✓
PP0003311 Totals:						\$50.00
PP0003347	SIMPSON, KIMBERLEY ALANE	10/14/2020	506018	R00059612	160767710-1 160767712-1	\$117.00 PY ✓
PP0003347 Totals:						\$117.00
PP0003354	SHEPHERD, KEIRSTAN KAY	10/20/2020	506425	R00059739	160762661-1	\$20.00 PY ✓ ✓
PP0003354 Totals:						\$20.00
PP0003373	SCHOFIELD, DARRYL WAYNE	10/16/2020	506205	R00059653	160765571-1	\$40.00 PY ✓ ✓
PP0003373 Totals:						\$40.00
PP0003391	CARTER, TERESA ANN	10/14/2020	505958	R00059584	190284050-1	\$9.00 PY ✓
PP0003391 Totals:						\$9.00
PP0003423	SIMMONS, ASIA TEMAR	10/27/2020	506879	R00059884	190284115-1	\$25.00 PY ✓ ✓
PP0003423 Totals:						\$25.00
PP0003430	MCFERRIN, JACOB KENT	10/05/2020	505258	R00059400	190283559-1	\$75.00 PY ✓ ✓
PP0003430 Totals:						\$75.00
PP0003537	FARMER, PATRICIA A	10/03/2020	505245	R00059387	190283922-1	\$25.00 PY ✓ ✓
PP0003537 Totals:						\$25.00
PP0003541	WATERS, KAMY NICOLE	10/02/2020	505201	R00059365	190284640-1	\$50.00 PY ✓
PP0003541 Totals:						\$50.00
PP0003553	WEST, SHIRLEY ELLEN	10/06/2020	505363	R00059437	190284713-1	\$40.00 PY ✓ ✓
PP0003553 Totals:						\$40.00
PP0003574	BURGE, CASEY JAY	10/09/2020 10/26/2020	505640 506780	R00059511 R00059847	190282724-1 190282724-1	\$20.00 PY ✓ ✓ \$20.00 PY ✓ ✓
PP0003574 Totals:						\$40.00
PP0003577	KIHN, LINDA ANN	10/21/2020	506457	R00059746	190282204-1	\$30.00 PY ✓ ✓
PP0003577 Totals:						\$30.00
PP0003582	ISE, BRADLEY WAYNE	10/09/2020	505687	R00059519	160767287-1	\$25.00 PY ✓ ✓
PP0003582 Totals:						\$25.00
PP0003595	YOKSH, CHRISTIAN S	10/02/2020	505219	R00059368	190285913-1	\$142.00 PY ✓
PP0003595 Totals:						\$142.00
PP0003614	KROUT, SYNTHIA RAE	10/23/2020	506642	R00059795	190285150-1 190285151-1 190285502-1 190285503-1	\$250.00 PY ✓
PP0003614 Totals:						\$250.00
PP0003644	CONNER, RICHARD WAYNE II	10/20/2020	506343		190286102-1	\$15.00 AB ✓

* Indicates an overpayment was made on the Payment Plan

PP0003644	CONNER, RICHARD WAYNE II	10/20/2020	506344	R00059717	190286102-1	\$135.00 PY ✓
PP0003644 Totals:						\$150.00
PP0003646	HUTCHISON, TANNA LOUISE	10/13/2020	505937	R00059581	190283031-1	\$50.00 PY ✓ ✓
PP0003646 Totals:						\$50.00
PP0003652	ROGERS, GARY LEE	10/16/2020	506200	R00059647	190285734-1	\$74.00 PY ✓
PP0003652 Totals:						\$74.00
PP0003664	BURLEY, BRAYLON LAMAR	10/22/2020	506599	R00059780	190283056-1	\$40.00 PY ✓ ✓
PP0003664 Totals:						\$40.00
PP0003665	HILL, DEANDRE D	10/22/2020	506608	R00059787	190283349-1	\$60.00 PY ✓
PP0003665 Totals:						\$60.00
PP0003670	JACKSON, RANDELL BURL	10/30/2020	507057	R00059920	190285995-1	\$20.00 PY ✓ ✓
PP0003670 Totals:						\$20.00
PP0003689	WILSON, MELINDA KAY	10/30/2020	507102	R00059928	160768190-1	\$60.00 PY ✓
PP0003689 Totals:						\$60.00
PP0003705	MCGEE, PATRICK A	10/06/2020	505458	R00059466	190285934-1	\$45.00 PY ✓ ✓
PP0003705 Totals:						\$45.00
PP0003751	GONZALES, OLIVIA M	10/30/2020	507096	R00059922	190286685-1 190286686-1	\$50.00 PY ✓ ✓
PP0003751 Totals:						\$50.00
PP0003800	BAKER, NANCY CECILIA	10/09/2020 10/23/2020	505611 506645	R00059506 R00059798	190287838-1 190287838-1	\$20.00 PY ✓ ✓ \$20.00 PY ✓ ✓
PP0003800 Totals:						\$40.00
PP0003802	BAKER, KIMBERLY N	10/20/2020	506326	R00059703	190287927-1	\$100.00 PY ✓ ✓
PP0003802 Totals:						\$100.00
PP0003806	WALTERS, CHERYL DEAN	10/02/2020	505230	R00059374	190287938-1	\$25.00 PY ✓
PP0003806 Totals:						\$25.00
PP0003813	WRIGHT, WILLIE LOKE	10/05/2020	505299	R00059404	190287889-1	\$30.00 PY ✓
PP0003813 Totals:						\$30.00
PP0003820	GREENLEE, DANIELLE ALEXIS	10/23/2020	506686	R00059820	190287803-1	\$20.00 PY ✓ ✓
PP0003820 Totals:						\$20.00
PP0003823	FULLER, SEBASTIAN WADE	10/27/2020	506905	R00059895	190288140-1	\$350.00 PY ✓
PP0003823 Totals:						\$350.00
PP0003827	LIENHARD, MARY L	10/01/2020 10/30/2020	505195 507100	R00059360 R00059926	190287781-1 190287781-1	\$50.00 PY ✓ ✓ \$50.00 PY ✓ ✓
PP0003827 Totals:						\$100.00
PP0003832	BRYAN, WALTER MARK	10/22/2020	506532	R00059777	190283134-1	\$25.00 PY ✓ ✓
PP0003832 Totals:						\$25.00
PP0003838	RANGEL-BAZA, JUAN CARLOS	10/13/2020	505860	R00059559	190287605-1	\$150.00 PY ✓
PP0003838 Totals:						\$150.00
PP0003842	SAFFLE, DEVIN MICHAEL	10/22/2020	506607	R00059786	190287004-1	\$150.00 PY ✓
PP0003842 Totals:						\$150.00
PP0003843	HARRISON-PERKINS, AISLYNN	10/07/2020 10/21/2020	505546 506495	R00059492 R00059758	140800601-1 140800601-1	\$20.00 PY ✓ \$20.00 PY ✓
PP0003843 Totals:						\$40.00
PP0003866	HESTAND, RICHARD EUGENE SR	10/13/2020	505713	R00059540	190282320-1 190282321-1 190282322-1 190284959-1	\$100.00 PY ✓ ✓
PP0003866 Totals:						\$200.00
PP0003870	KEESON, EDGAR O.	10/06/2020	505468	R00059471	190285565-1 190285566-1	\$20.00 PY
PP0003870 Totals:						\$90.00
PP0003878	HILL, APRIL MARIE	10/15/2020	506139	R00059626	190288019-1	\$50.00 PY ✓ ✓
PP0003878 Totals:						\$50.00

* Indicates an overpayment was made on the Payment Plan

PP0003879	HAGERTY, MICHAEL DAVID	10/27/2020	506867	R00059881	190290839-1	\$50.00 PY ✓ ✓
PP0003879 Totals:						\$50.00
PP0003880	HARKINS, JENNIFER MARIE	10/06/2020	505398	R00059440	160759991-1	\$185.00 PY ✓
PP0003880 Totals:						\$185.00
PP0003890	PATTON, KRION CORDELL	10/20/2020	506421	R00059737	190288543-1	\$35.00 PY ✓ ✓
PP0003890 Totals:						\$35.00
PP0003891	MOZEE, JUSTIN KAHLIL	10/30/2020	507101	R00059927	190288979-1	\$100.00 PY ✓ ✓
PP0003891 Totals:						\$100.00
PP0003902	RUTH, RACHEL L	10/19/2020	506285	R00059674	190286798-1	\$90.00 PY ✓
PP0003902 Totals:						\$90.00
PP0003905	SIMPSON, SIMON RAY DUANE	10/16/2020	506209	R00059656	190287531-1	\$125.00 PY ✓
PP0003905 Totals:						\$125.00
PP0003907	SWENSON, SAVANNAH JON	10/06/2020	505356	R00059430	190288277-1	\$100.00 PY ✓
PP0003907 Totals:						\$100.00
PP0003908	CHISHOLM, SUSAN ALL	10/07/2020	505518	R00059486	190285833-1	\$50.00 PY ✓ ✓
PP0003908 Totals:						\$50.00
PP0003910	COOK, JEFFERY WAYNE	10/08/2020	505560	R00059497	190286788-1	\$50.00 PY ✓ ✓
PP0003910 Totals:						\$50.00
PP0003915	RAUBER, BAILEY ALEXANDRIA	10/23/2020	506653	R00059806	190289263-1	\$100.00 PY ✓ ✓
PP0003915 Totals:						\$100.00
PP0003921	CRIM, SAMANTHA LEE	10/07/2020	505520	R00059488	160756024-1	\$40.00 PY ✓
PP0003921 Totals:						\$40.00
PP0003924	GRIFFITH, PAUL DEWAYNE	10/19/2020	506299	R00059687	190288893-1	\$20.00 PY ✓ ✓
PP0003924 Totals:						\$20.00
PP0003930	HOLLOWAY, LOUIS (X) III	10/20/2020	506345	R00059718	190289424-1	\$225.00 PY ✓
PP0003930 Totals:						\$225.00
PP0003931	BECHTLE, PAULA L	10/01/2020	505192	R00059359	190288508-1	\$50.00 PY ✓ ✓
PP0003931 Totals:						\$50.00
PP0003934	LANE, STEPHANIE L	10/15/2020	506161	R00059628	190288215-1	\$75.00 PY ✓
PP0003934 Totals:						\$75.00
PP0003938	RICHARDSON, TAMBRA N.	10/05/2020	505302	R00059407	190288747-1	\$100.00 PY ✓
PP0003938 Totals:						\$100.00
PP0003939	VAUGHN, SARAH	10/02/2020	505244	R00059386	190289804-1	\$50.00 PY ✓ ✓
PP0003939 Totals:						\$50.00
PP0003940	ADAMS, LATOYA MARIE	10/30/2020	507105	R00059931	190288121-1	\$40.00 PY ✓ ✓
PP0003940 Totals:						\$40.00
PP0003941	TABUAS, DALTON JOSEPH	10/19/2020	506274	R00059669	190288702-1	\$40.00 PY ✓ ✓
PP0003941 Totals:						\$40.00
PP0003943	WILSON, MARVIN DELEON JR	10/26/2020	506781	R00059848	190288237-1	\$80.00 PY ✓
PP0003943 Totals:						\$80.00
PP0003944	HUTTON, THOMAS JAMES	10/23/2020	506643	R00059796	190289211-1	\$50.00 PY ✓ ✓
PP0003944 Totals:						\$50.00
PP0003945	DOUGLAS, KRISTOPHER S	10/22/2020	506517	R00059773	190289573-1	\$50.00 PY ✓ ✓
PP0003945 Totals:						\$50.00
PP0003946	LOPEZ, MICHELLE J.N.	10/22/2020	506516	R00059771	190289024-1	\$150.00 PY ✓ ✓
PP0003946 Totals:						\$150.00
PP0003948	DAVIS, BRIEANNE JO	10/26/2020	506775	R00059842	190289244-1	\$20.00 PY ✓ ✓
PP0003948 Totals:						\$20.00
PP0003949	HOPKINS, WENDELL A	10/23/2020	506639	R00059792	190282823-1 190282824-1	\$50.00 PY ✓ ✓
PP0003949 Totals:						\$50.00
PP0003953	MACLEOD, STEVEN R.	10/06/2020	505397	R00059439	190288760-1	\$100.00 PY ✓
PP0003953 Totals:						\$100.00

* Indicates an overpayment was made on the Payment Plan

PP0003958	BROWN, NATHANUAL DAVID	10/02/2020	505241	R00059383	190285246-1 190285248-1 190285249-1	\$174.00 PY ✓
PP0003958 Totals:						\$174.00
PP0003959	MCADAMS, DENNIS RAY	10/22/2020	506598	R00059779	190289023-1	\$50.00 PY ✓ ✓
PP0003959 Totals:						\$50.00
PP0003960	SMITH, LESLIE BRETT	10/13/2020	505852	R00059557	190288973-1	\$100.00 PY ✓ ✓
PP0003960 Totals:						\$100.00
PP0003967	CASTANZA, HOLDEN	10/05/2020	505353	R00059427	190290178-1	\$100.00 PY ✓
PP0003967 Totals:						\$100.00
PP0003968	GOMEZ, EDWARD J.	10/20/2020	506444	R00059743	190288773-1	\$100.00 PY ✓
PP0003968 Totals:						\$100.00
PP0003970	HARDIMAN, TAYLOR MICHELLE	10/06/2020 10/30/2020	505425 507058	R00059456 R00059921	190290012-1 190290012-1	\$50.00 PY ✓ \$50.00 PY ✓
PP0003970 Totals:						\$100.00
PP0003972	WINKERT, CHARLES WILLIAM III	10/06/2020 10/26/2020	505447 506697	R00059462 R00059825	190288908-1 190288731-1 190288732-1 190288908-1	\$20.00 PY ✓ \$255.00 PY ✓
PP0003972 Totals:						\$275.00
PP0003973	SALMOND, KEIONA A	10/09/2020	505613	R00059508	190289218-1	\$150.00 PY ✓
PP0003973 Totals:						\$150.00
PP0003977	RITCHEY, BRITTNEY SHAYLENE	10/14/2020	506019	R00059613	190290061-1	\$125.00 PY ✓
PP0003977 Totals:						\$125.00
PP0003981	LESSENDEN, ROBERT FORREST	10/27/2020	506821	R00059864	190290461-1	\$100.00 PY ✓
PP0003981 Totals:						\$100.00
PP0003983	MCCALL, BRIAN KEITH SR	10/16/2020	506203	R00059650	160758240-1 190290533-1	\$174.00 PY ✓
PP0003983 Totals:						\$174.00
PP0003988	FRANCIS, LANE W	10/13/2020	505908	R00059572	190289062-1	\$100.00 PY ✓ ✓
PP0003988 Totals:						\$100.00
PP0003990	HULL, KATE MARJORIE	10/16/2020	506190	R00059638	190290648-1	\$225.00 PY ✓
PP0003990 Totals:						\$225.00
PP0003991	GAKINYA, BRANDI S	10/23/2020	506648	R00059801	190287646-1	\$225.00 PY ✓
PP0003991 Totals:						\$225.00
PP0003992	BENNETT, ALLISON MARIE	10/18/2020	506217	R00059663	190291043-1	\$250.00 PY ✓
PP0003992 Totals:						\$250.00
PP0003998	MARPLE, WILLIAM W.	10/21/2020	506492	R00059753	190290185-1	\$100.00 PY ✓
PP0003998 Totals:						\$100.00
PP0004000	ALBANEZ, SALVADOR V	10/20/2020	506353	R00059725	190290139-1	\$50.00 PY ✓ ✓
PP0004000 Totals:						\$50.00
PP0004001	WALSH, KEVIN JAMES	10/28/2020	506907	R00059897	160763200-1	\$75.00 PY ✓ ✓
PP0004001 Totals:						\$75.00
PP0004003	SUTTON, MARCUS LEE'ANGELO	10/27/2020	506822	R00059865	190290989-1	\$50.00 PY ✓
PP0004003 Totals:						\$50.00
PP0004005	GOODRUN, DAMION JOVAUN	10/23/2020	506641	R00059794	190288046-1	\$100.00 PY ✓ ✓
PP0004005 Totals:						\$100.00
PP0004008	PLUMB, ROSE MARIE	10/20/2020 10/30/2020	506400 507110	R00059736 R00059939	190289080-1 190289080-1	\$50.00 PY ✓ ✓ \$40.00 PY ✓ ✓
PP0004008 Totals:						\$90.00
PP0004010	CROW-JONES, ROBERT WILLIAM	10/21/2020	506511	R00059767	190289413-1	\$100.00 PY ✓
PP0004010 Totals:						\$100.00
PP0004012	HART, HOPE CHRISTIANA	10/27/2020	506830	R00059867	190290888-1	\$200.00 PY ✓ ✓
PP0004012 Totals:						\$200.00
PP0004015	FARAHKHAN, JAMAAL RASHAD	10/27/2020	506835	R00059869	190290765-1	\$20.00 PY ✓ ✓
PP0004015 Totals:						\$20.00

* Indicates an overpayment was made on the Payment Plan

PP0004016	CANADY-NELSON, ANISAH E	10/27/2020	506849	R00059873	190288808-1	\$80.00 PY ✓ ✓
PP0004016 Totals:						\$80.00
PP0004017	WARNER, DANIEL GENE	10/27/2020	506850	R00059874	190282830-1	\$50.00 PY ✓ ✓
PP0004017 Totals:						\$50.00
PP0004019	GORMAN, DAWN RANAE	10/27/2020	506856	R00059875	190286513-1 190286514-1	\$200.00 PY ✓ ✓
PP0004019 Totals:						\$200.00
PP0004021	SULLIVAN, ALEXANDRIA LEIGH	10/30/2020	507126	R00059947	190290128-1	\$80.00 PY ✓
PP0004021 Totals:						\$80.00
PP0004023	CARROLL, DUSTIN M	10/27/2020	506878	R00059885	190290646-1	\$40.00 PY ✓ ✓
PP0004023 Totals:						\$40.00
PP0004025	WAKEFIELD, MARKEL TERRY	10/30/2020	507109	R00059937	160766978-1	\$235.00 PY ✓
PP0004025 Totals:						\$235.00
PP0004026	VANHORN, JESSICA M	10/27/2020	506895	R00059891	160760551-1	\$160.00 PY ✓ ✓
PP0004026 Totals:						\$160.00
PP0004027	BISHOP, KENNETH WILLIAM	10/28/2020	506940	R00059902	190285108-1	\$60.00 PY ✓ ✓
PP0004027 Totals:						\$60.00
PP0004028	BEAGLEY, NATHAN THOMAS	10/27/2020	506903	R00059893	190284749-1 190284750-1	\$200.00 PY ✓ ✓
PP0004028 Totals:						\$200.00

Report Totals

\$11,108.00

* Indicates an overpayment was made on the Payment Plan



My Filed Or Closed Cases Listing

Belton Municipal Division

11/2/2020 12:47:26 PM

Totals For Filed Date From 10/01/2020 To 10/31/2020

Posted Fee Totals For Posted Date From 10/01/2020 To 10/31/2020

Violations By Filed Date

City Ordinance	124
IPMC CODE	2
MOVING TRAFFIC	259
Parking	1
Traffic	149
Total Violations Filed:	535

Violations Completed-Paid Fines By Filed Date

CL-CLOSED FOUND GUILTY

022

City Ordinance	5
MOVING TRAFFIC	90
Parking	2
Traffic	113
CL	210
Total Violations Completed-Paid Fines:	210

Violations Completed-Before Judge By Filed Date

CL-CLOSED FOUND GUILTY

City Ordinance	94
IPMC CODE	5
MOVING TRAFFIC	65
Parking	1
Traffic	147
CL	312

DC-Dismissed by Complainant



My Filed Or Closed Cases Listing

Belton Municipal Division

11/2/2020 12:47:26 PM

Totals For Filed Date From 10/01/2020 To 10/31/2020

Posted Fee Totals For Posted Date From 10/01/2020 To 10/31/2020

Violations Completed-Before Judge By Filed Date

City Ordinance 7

DC 7

DI-CLOSED BY SIS

City Ordinance 3

MOVING TRAFFIC 9

DI 12

DP-Dismissed by Prosecutor

City Ordinance 15

IPMC CODE 1

MOVING TRAFFIC 21

Traffic 5

DP 42

DW-DISMISSED NO WITNESS

City Ordinance 5

DW 5

DX-FOUND NOT GUILTY AT TRIAL

IPMC CODE 1

MOVING TRAFFIC 31

DX 32

Total Violations Completed-Before Judge: 410

Violations Completed-Other By Filed Date

DO-DISMISSED BY OFFICER

City Ordinance 6

023



My Filed Or Closed Cases Listing

Belton Municipal Division

11/2/2020 12:47:26 PM

Totals For Filed Date From 10/01/2020 To 10/31/2020

Posted Fee Totals For Posted Date From 10/01/2020 To 10/31/2020

Violations Completed-Other By Filed Date

MOVING TRAFFIC	2	
DO		8
VD-Voided Docket		
City Ordinance	1	
MOVING TRAFFIC	1	
VD		2
Total Violations Completed-Paid Fines:		10

024

Total Violations Completed-Paid Fines:	210
Total Violations Completed-Before Judge:	410
Total Violations Completed-Before Jury:	0
Total Violations Completed-Before Teen Court:	0
Total Violations Completed-Other:	10
Total Violations Completed:	630
Total Violations Filed:	535
Net Difference Filed - Completed:	-95

Warrants Issued

City Ordinance	228	
IPMC CODE	2	
MOVING TRAFFIC	222	
Parking	2	
Traffic	149	
Total Warrants Issued:	603	Total Violations: 603

Warrants Cleared



My Filed Or Closed Cases Listing

Belton Municipal Division

11/2/2020 12:47:26 PM

Totals For Filed Date From 10/01/2020 To 10/31/2020

Posted Fee Totals For Posted Date From 10/01/2020 To 10/31/2020

City Ordinance	181		
IPMC CODE	3		
MOVING TRAFFIC	117		
Traffic	104		
Total Warrants Cleared:	405	Total Violations:	405
Total Warrants Issued:	603		
Total Warrants Cleared:	405		
Net Difference:	198		

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

025

City Ordinance	6		
MOVING TRAFFIC	7		
AJ		13	

BF-SURETY BOND FORF PENDING

City Ordinance	1		
BF		1	

CD-Completion date for school(s)

City Ordinance	1		
MOVING TRAFFIC	2		
CD		3	

CN-Continued Arraignment

City Ordinance	12		
IPMC CODE	1		
MOVING TRAFFIC	3		



My Filed Or Closed Cases Listing

Belton Municipal Division

11/2/2020 12:47:26 PM

Totals For Filed Date From 10/01/2020 To 10/31/2020

Posted Fee Totals For Posted Date From 10/01/2020 To 10/31/2020

Violations Completed-Other Paid By Filed Date

Traffic	2	
CN		18

CS-Community Service Hours

City Ordinance	1	
MOVING TRAFFIC	1	
CS		2

IA-Initial Arraignment

MOVING TRAFFIC	2	
Traffic	1	
IA		3

OP-OUTSIDE BOND POST

City Ordinance	1	
MOVING TRAFFIC	3	
OP		4

PP-Payment plan

City Ordinance	30	
IPMC CODE	2	
MOVING TRAFFIC	39	
Traffic	15	
UNUSED	1	
PP		87

SC-SHOW CAUSE HEARING

City Ordinance	1	
SC		1

026



My Filed Or Closed Cases Listing

Belton Municipal Division

11/2/2020 12:47:26 PM

Totals For Filed Date From 10/01/2020 To 10/31/2020

Posted Fee Totals For Posted Date From 10/01/2020 To 10/31/2020

Violations Completed-Other Paid By Filed Date

WI-Warrant Issued

City Ordinance	117
IPMC CODE	2
MOVING TRAFFIC	66
Parking	2
Traffic	59
WI	246
Total Violations Completed-Other Paid:	378

027



My Filed Or Closed Cases Listing

Belton Municipal Division

11/2/2020 12:47:26 PM

Posted Fee Totals For Posted Date From 10/01/2020 To 10/31/2020

Fee Code	Fee Description	Paid
BF (84)	BOND FORFEITURE	\$15,226.50
CC (76)	COURT COSTS	\$5,283.48
CN (CA)	COURT NOTIFCATION AUTOMATION	\$925.62
CVC2 (74)	CRIME VICTIMS CITY	\$179.45
CVS2 (CV)	CRIME VICTIMS STATE	\$3,460.20
DM (82)	DOMESTIC VIOLENCE	\$967.00
DWI (77)	DWI RECOVERY COST	\$300.18
FINE (76)	FINE	\$50,547.30
ILFC (83)	ILF- CITY	\$488.00
IS (IS)	INMATE SECURITY FUND	\$963.03
RST (RS)	RESTITUTION	\$170.00
SR (SR)	SHERIFF RETIREMENT	\$1,455.93
TFC (78)	TRAINING FUND CITY	\$969.00
TFS (81)	TRAINING FUND STATE	\$485.31

028

Report Totals: **\$81,421.00**

MUNICIPAL DIVISION SUMMARY REPORTING FORM

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

I. COURT INFORMATION		Contact information same as last report <input checked="" type="checkbox"/>	
Municipality:	Belton	Reporting Period: 10/2020	
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) ROSS NIGRO	Judge is Attorney <input type="checkbox"/>	Prosecuting Attorney: WILLIAM N. MARSHALL III	
II. MONTHLY CASELOAD INFORMATION		Alcohol and Drug Related Traffic	Other Traffic
A. cases (citations / informations) pending at start of month		129	4,261
B. cases (citations / informations) filed		10	396
C. cases (citations / informations) disposed			
1. jury trial (Springfield, Jefferson County, and St. Louis County only)			
2. court / bench trial - GUILTY		1	7
3. court / bench trial - NOT GUILTY		0	30
4. plea of GUILTY in court		4	238
5. Violations Bureau Citations (i.e., written plea of guilty) and bond forfeitures by court order (as payment of fines / costs)		0	204
6. dismissed by court		0	1
7. <i>nolle prosequi</i>		3	21
8. certified for jury trial (not heard in the Municipal Division)		0	0
9. TOTAL CASE DISPOSITIONS		8	501
D. cases (citations / informations) pending at end of month [pending caseload = (A + B) – C9]		131	4,156
E. Trial de Novo and / or appeal applications filed		0	1
III. WARRANT INFORMATION (Pre and Post Disposition)		IV. PARKING TICKETS	
1. # issued during reporting period	603	# issued during period	0
2. # served/withdrawn during reporting period	405	<input checked="" type="checkbox"/> Court staff does not process parking tickets	
3. # outstanding at end of reporting period	4,566		

MUNICIPAL DIVISION SUMMARY REPORTING FORM

COURT INFORMATION	Municipality: Belton	Reporting Period: 10/2020
--------------------------	----------------------	---------------------------

V. DISBURSEMENTS			
Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)		Other Disbursements cont.	
Fines - Excess Revenue	\$36,040.39		
Clerk Fee - Excess Revenue	\$4,502.35		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$139.86		
Bond forfeitures (paid to city) - Excess Revenue	\$3,544.00		
Total Excess Revenue	\$44,226.60		
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)			
Fines - Other	\$15,432.53		
Clerk Fee - Other	\$1,269.13		
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	\$485.31		
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$3,460.20		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$39.59		
Law Enforcement Training (LET) Fund surcharge	\$969.00		
Domestic Violence Shelter surcharge	\$967.00		
Inmate Prisoner Detainee Security Fund surcharge	\$963.03		
Sheriffs' Retirement Fund (SRF) surcharge	\$1,455.93		
Restitution	\$170.00		
Parking ticket revenue (including penalties)	\$0.00		
Bond forfeitures (paid to city) - Other	\$11,682.50		
Total Revenue Other	\$36,894.22		
Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs, witness fees, and board bill/jail costs.		Total Other Disbursements	\$300.18
		Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$81,421.00
DWI RECOVERY COST	\$300.18	Bond Refunds	\$0.00
		Total Disbursements	\$81,421.00

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Municipal Division Summary Reporting

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17th Judicial Circuit - Cass County - Belton Municipal Division

79			Cass
17th			
MDSR	11	Cass	Select County
17th	Belton Municipal Division	Select Municipal Division	79
new	new	0	Select

Add November Report +

Show 10 entries

Search:

Reporting Period Year	Reporting Period Month	Reporting Period Month
2020	October	Resubmit
2020	September	Resubmit
2020	August	Resubmit
2020	July	Resubmit
2020	June	Resubmit
2020	May	Resubmit
2020	April	Resubmit
2020	March	Resubmit
2020	February	Resubmit
2020	January	Resubmit

Showing 1 to 10 of 34 entries

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- [Next](#)

Are you the Principal/Chief Judge?

Yes	No
-----	----

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

COURT DATES: 11/3/20; 11/10/20

Ross C. Negro

12/01/2020

MUNICIPAL JUDGE

DATE

**IN ACCORDANCE WITH COURT OPERATING RULE 4.29
THE ATTACHED MUNICIPAL DIVISION SUMMARY
REPORT FOR MONTH OF NOVEMBER 2020 WAS
PRESENTED AND REVIEWED BY CITY COUNCIL AS
REQUIRED**

CITY CLERK

DATE



Payment Plan Reports

collected

Belton Municipal Division

Tuesday, December 1, 2020 9:27 AM

Payment Detail Listing By Payment Plan Number From 11/01/2020 - 11/30/2020

PP#	Defendant Name	Trans. Date	Trans. Number	Receipt #	Citation#-Viol.	Amount Paid	C	A
PP000526	GLASS, STEVEN ALEX	11/24/2020	509853	R00060235	140798475-1	\$150.00 PY	✓	✓
PP000526 Totals:						\$150.00		
PP000726	BRUNNER, JESSICA D	11/12/2020	509536	R00060076	140804727-1	\$43.00 PY	✓	
PP000726 Totals:						\$43.00		
PP000767	JURADO HERNANDEZ, ALFREDO	11/03/2020	507268	R00060000	140790229-1	\$100.00 PY	✓	✓
PP000767 Totals:						\$100.00		
PP001134	SNARGRASS, ANDREW J	11/04/2020	507300	R00060009	140805113-1	\$100.00 PY	✓	✓
PP001134 Totals:						\$100.00		
PP001306	SWANSON, KRISTINA M	11/20/2020	509767	R00060190	140799060-1	\$20.00 PY	✓	✓
PP001306 Totals:						\$20.00		
PP001308	HAYDEN, JESSE PAUL	11/27/2020	509877	R00060251	160752136-1	\$60.00 PY	✓	✓
PP001308 Totals:						\$60.00		
PP001317	BASINSKI, TAYLOR MATTHEW	11/13/2020	509550	R00060082	160758100-1	\$10.00 PY	✓	✓
PP001317 Totals:						\$10.00		
PP001457	CORBIN, SHYANNE C	11/20/2020	509769	R00060192	160753150-1	\$15.00 PY	✓	✓
PP001457 Totals:						\$15.00		
PP001515	MEDINA, SCOTT	11/04/2020	507355	R00060026	140803995-1	\$20.00 PY	✓	✓
PP001515 Totals:						\$20.00		
PP001572	BARBER, CHRYSTAL LYNN	11/02/2020	507203	R00059975	160754896-1	\$40.00 PY	✓	✓
PP001572 Totals:						\$40.00		
PP001879	MCNALLY, JULIA ELIZABETH	11/02/2020	507187	R00059970	160753506-1 160753507-1	\$103.00 PY	✓	
PP001879 Totals:						\$103.00		
PP001980	BERRY, LEIGHANN KATHRYN	11/24/2020	509848	R00060228	160764784-1	\$30.00 PY	✓	✓
PP001980 Totals:						\$30.00		
PP002082	GILE, DESTINY CHEYANNE	11/10/2020	509493	R00060069	160754737-1	\$27.50 PY	✓	✓
PP002082 Totals:						\$27.50		
PP002089	STEGNER, BRIAN KYLE	11/07/2020	507404	R00060054	140803064-1	\$20.00 PY	✓	✓
PP002089 Totals:						\$20.00		
PP002136	BREECE, TRACY LYNN	11/10/2020	509485	R00060066	160757664-1 160757688-1	\$40.00 PY	✓	✓
PP002136 Totals:						\$40.00		
PP002446	UNDERWOOD, GEORGE EDWARD	11/04/2020	507366	R00060033	160764653-1	\$10.00 PY	✓	✓
PP002446 Totals:						\$10.00		
PP002488	HARBOUR, SYLVESTER JR JR	11/20/2020	509763	R00060189	160761458-1	\$10.00 PY	✓	✓
PP002488 Totals:						\$10.00		
PP002636	BECKETT, LEXEE MARIE	11/20/2020	509758	R00060185	160765509-1 160765510-1 190282878-1 190282880-1	\$368.00 PY	✓	
PP002636 Totals:						\$368.00		
PP002783	DECKER, WILLIAM ALBERT	11/17/2020	509640	R00060110	160765837-1	\$50.00 PY	✓	✓
PP002783 Totals:						\$50.00		
PP003014	ENGLAND, JENNIFER LYNN	11/04/2020	507367	R00060034	160766892-1	\$50.00 PY	✓	✓
PP003014 Totals:						\$50.00		
PP003024	SEXTON, VINCENT E	11/20/2020	509760	R00060187	160764548-1	\$20.00 PY	✓	✓
PP003024 Totals:						\$20.00		

* Indicates an overpayment was made on the Payment Plan

PP0003137	UNDERWOOD, CHARLES RAYMOND	11/04/2020	507365	R00060032	160766375-1	\$20.00	PY	✓	✓
PP0003137 Totals:						\$20.00			
PP0003201	RYAN, SONNY RAY	11/25/2020	509871	R00060247	160767504-1	\$55.00	PY	✓	✓
PP0003201 Totals:						\$55.00			
PP0003304	MALENA, KATHLEEN ERIN	11/19/2020	509740	R00060170	160763765-1	\$25.00	PY	✓	✓
PP0003304 Totals:						\$25.00			
PP0003354	SHEPHERD, KEIRSTAN KAY	11/23/2020	509792	R00060202	160762660-1 160762661-1	\$20.00	PY	✓	✓
PP0003354 Totals:						\$20.00			
PP0003537	FARMER, PATRICIA A	11/03/2020	507271	R00060002	190283922-1	\$25.00	PY	✓	✓
PP0003537 Totals:						\$25.00			
PP0003549	WILKINSON, SHEILA MARIE	11/02/2020	507204	R00059976	190285039-1 190285075-1	\$25.00	PY	✓	✓
PP0003549 Totals:						\$25.00			
PP0003562	ALFLEN, TRICIA NICOLE	11/04/2020	507368	R00060035	160764936-1	\$10.00	PY	✓	✓
PP0003562 Totals:						\$10.00			
PP0003577	KIHN, LINDA ANN	11/18/2020	509660	R00060114	190282204-1	\$30.00	PY	✓	✓
PP0003577 Totals:						\$30.00			
PP0003582	ISE, BRADLEY WAYNE	11/16/2020	509563	R00060088	160767287-1	\$25.00	PY	✓	✓
PP0003582 Totals:						\$25.00			
PP0003608	WILLIAMS, JOHN VINCENT	11/18/2020	509664	R00060119	190285632-1	\$40.00	PY	✓	✓
PP0003608 Totals:						\$40.00			
PP0003640	RICHMOND, REBECCA LYNNE	11/04/2020	507301	R00060010	140802767-1	\$40.00	PY	✓	✓
PP0003640 Totals:						\$40.00			
PP0003697	WASMER, JAROD WARREN	11/02/2020	507169	R00059954	190284530-1	\$20.00	PY		
PP0003697 Totals:						\$20.00			
PP0003705	MC GEE, PATRICK A	11/04/2020	507364	R00060031	190285934-1	\$20.00	PY	✓	✓
PP0003705 Totals:						\$20.00			
PP0003718	YODER, ELIZABETH KIRSTEN CLARA	11/03/2020	507264	R00059998	190286228-1	\$100.00	PY	✓	✓
PP0003718 Totals:						\$100.00			
PP0003751	GONZALES, OLIVIA M	11/13/2020 11/25/2020	509539 509866	R00060079 R00060241	190286686-1 190286686-1	\$32.50 \$47.50	PY PY	✓ ✓	✓ ✓
PP0003751 Totals:						\$80.00			
PP0003777	KOCOUREK, CISSY KAY	11/03/2020	507235	R00059985	190284752-1	\$60.00	PY	✓	✓
PP0003777 Totals:						\$60.00			
PP0003797	BOYER, SCOTT PATRICK	11/30/2020	509916	R00060264	190286691-1	\$15.00	PY	✓	
PP0003797 Totals:						\$15.00			
PP0003801	MAYFIELD, DALEVIONE CORDALLE	11/04/2020	507314	R00060020	190286934-1	\$100.00	PY	✓	✓
PP0003801 Totals:						\$100.00			
PP0003802	BAKER, KIMBERLY N	11/19/2020	509750	R00060179	190287927-1	\$100.00	PY	✓	✓
PP0003802 Totals:						\$100.00			
PP0003832	BRYAN, WALTER MARK	11/23/2020	509789	R00060199	190283134-1	\$25.00	PY	✓	✓
PP0003832 Totals:						\$25.00			
PP0003844	WEITL, CHRISTINA L	11/04/2020	507331	R00060021	190286462-1	\$30.00	PY	✓	✓
PP0003844 Totals:						\$30.00			
PP0003848	HOBBS, BRENTON LEE	11/20/2020	509761	R00060188	140802033-1	\$75.00	PY	✓	✓
PP0003848 Totals:						\$75.00			
PP0003866	HESTAND, RICHARD EUGENE SR	11/30/2020	509904	R00060257	190284959-1 190284960-1	\$100.00	PY	✓	✓
PP0003866 Totals:						\$100.00			
PP0003868	GREEN, TOREY DARNELL	11/05/2020	507371	R00060038	190288318-1	\$50.00	PY	✓	✓
PP0003868 Totals:						\$50.00			
PP0003879	HAGERTY, MICHAEL DAVID	11/24/2020	509852	R00060233	190290839-1	\$50.00	PY	✓	✓
PP0003879 Totals:						\$50.00			
PP0003882	BRACAMONTE, JOSHUA JAMES	11/18/2020	509661	R00060116	190285740-1	\$250.00	PY	✓	

* Indicates an overpayment was made on the Payment Plan

PP0003882	BRACAMONTE, JOSHUA JAMES	11/25/2020	509870	R00060246	190285739-1	\$100.00 PY ✓
PP0003882 Totals:						\$350.00
PP0003891	MOZEE, JUSTIN KAHLIL	11/25/2020	509872	R00060248	190288979-1	\$50.00 PY ✓ ✓
PP0003891 Totals:						\$50.00
PP0003900	GILE, DAKOTA A	11/02/2020	507171	R00059957	190290560-1	\$280.00 PY ✓
		11/04/2020	507369	R00060036	190290560-1	\$20.00 PY ✓
PP0003900 Totals:						\$300.00
PP0003903	PENNINGTON, KRYSTAL LYNN	11/25/2020	509867	R00060242	190287713-1 190287714-1	\$250.00 PY ✓ ✓
PP0003903 Totals:						\$250.00
PP0003915	RAUBER, BAILEY ALEXANDRIA	11/08/2020	507405	R00060055	190289264-1	\$100.00 PY ✓
PP0003915 Totals:						\$100.00
PP0003931	BECHTLE, PAULA L	11/02/2020	507168	R00059953	190288508-1	\$50.00 PY ✓ ✓
PP0003931 Totals:						\$50.00
PP0003932	ROBERTS, CARLEY KRISTINE	11/03/2020	507232	R00059983	190287454-1 190287455-1	\$150.00 PY ✓ ✓
		11/30/2020	509883	R00060256	190287455-1 190287456-1	\$100.00 PY ✓ ✓
PP0003932 Totals:						\$250.00
PP0003933	MALCOM, ELIJAH BISHOP	11/29/2020	509881	R00060254	190287680-1	\$225.00 PY ✓
PP0003933 Totals:						\$225.00
PP0003939	VAUGHN, SARAH	11/02/2020	507128	R00059948	190289804-1	\$50.00 PY ✓
PP0003939 Totals:						\$50.00
PP0003946	LOPEZ, MICHELLE J.N.	11/06/2020	507403	R00060053	190289024-1	\$125.00 PY ✓
PP0003946 Totals:						\$125.00
PP0003951	WHITTEMORE, ALLISON M	11/19/2020	509692	R00060137	190289576-1	\$150.00 PY ✓
PP0003951 Totals:						\$150.00
PP0003956	GORDON, DESTINY	11/02/2020	507201	R00059973	190289688-1	\$20.00 PY ✓ ✓
PP0003956 Totals:						\$20.00
PP0003959	MCADAMS, DENNIS RAY	11/20/2020	509757	R00060183	190289023-1	\$50.00 PY ✓ ✓
PP0003959 Totals:						\$50.00
PP0003961	JEFFERSON, AARON MARQUAIL	11/30/2020	509882	R00060255	190288872-1 190288873-1	\$160.00 PY ✓
PP0003961 Totals:						\$160.00
PP0003962	CRANFORD, SAMANTHA JEANETTE	11/18/2020	509662	R00060117	190289680-1	\$50.00 PY ✓ ✓
PP0003962 Totals:						\$50.00
PP0003966	JOHNSON, MARK ANTHONY	11/04/2020	507309	R00060018	190290615-1	\$75.00 PY ✓ ✓
PP0003966 Totals:						\$75.00
PP0003971	LEWIS, JAMIE R	11/03/2020	507241	R00059989	160767148-1 160767149-1	\$200.00 PY ✓ ✓
PP0003971 Totals:						\$200.00
PP0003975	GETTY, LAWRENCE GEOFFREY	11/04/2020	507349	R00060023	190288564-1	\$25.00 PY ✓ ✓
PP0003975 Totals:						\$25.00
PP0003978	KROEKER, KATY JEAN	11/05/2020	507381	R00060045	190290038-1	\$150.00 PY ✓
PP0003978 Totals:						\$150.00
PP0003982	MORTENSON, JESSICA L	11/05/2020	507380	R00060044	190289395-1	\$50.00 PY ✓ ✓
PP0003982 Totals:						\$50.00
PP0003985	MOORE, NATHANIEL WAYNE	11/16/2020	509584	R00060096	190288809-1	\$100.00 PY ✓
PP0003985 Totals:						\$100.00
PP0003989	COLLINS, LARRY ARLYNN JR	11/03/2020	507238	R00059987	190287213-1	\$100.00 PY ✓ ✓
PP0003989 Totals:						\$100.00
PP0003996	BLACK, KYLE A	11/12/2020	509502	R00060075	190290755-1	\$150.00 PY ✓
PP0003996 Totals:						\$150.00
PP0003997	INABINETT, TENETIA N	11/05/2020	507370	R00060037	190290619-1	\$100.00 PY ✓ ✓
PP0003997 Totals:						\$100.00

* Indicates an overpayment was made on the Payment Plan

PP0003999	CREWS, STEPHANIE LYNN	11/20/2020	509759	R00060186	190290748-1	\$25.00 PY ✓ ✓
PP0003999 Totals:						\$25.00
PP0004000	ALBANEZ, SALVADOR V	11/20/2020	509756	R00060182	190290139-1	\$50.00 PY ✓ ✓
PP0004000 Totals:						\$50.00
PP0004002	LAYLIN, JOHN JEFFREY WALTERS	11/16/2020	509583	R00060097	190290681-1	\$100.00 PY ✓
PP0004002 Totals:						\$100.00
PP0004005	GOODRUN, DAMION JOVAUN	11/06/2020	507399	R00060049	190288045-1	\$100.00 PY ✓ ✓
		11/20/2020	509752	R00060181	190288046-1 190288045-1	\$100.00 PY ✓ ✓
PP0004005 Totals:						\$200.00
PP0004006	SHOENHAIR, JAY P	11/02/2020	507205	R00059977	190291285-1	\$250.00 PY ✓
PP0004006 Totals:						\$250.00
PP0004011	CHAPMAN, ZACHARY ALLEN	11/12/2020	509498	R00060072	190290338-1	\$200.00 PY ✓
PP0004011 Totals:						\$200.00
PP0004013	HERNANDEZ, PATRICK RYAN	11/02/2020	507176	R00059962	190290626-1	\$100.00 PY ✓ ✓
PP0004013 Totals:						\$100.00
PP0004016	CANADY-NELSON, ANISAH E	11/18/2020	509659	R00060113	190288808-1	\$20.00 PY ✓
PP0004016 Totals:						\$20.00
PP0004017	WARNER, DANIEL GENE	11/13/2020	509548	R00060080	190282830-1	\$50.00 PY ✓ ✓
PP0004017 Totals:						\$50.00
PP0004023	CARROLL, DUSTIN M	11/12/2020	509537	R00060077	190290646-1	\$50.00 PY ✓ ✓
		11/20/2020	509770	R00060193	190290646-1	\$50.00 PY ✓ ✓
PP0004023 Totals:						\$100.00
PP0004024	GILLESPIE, JOSEPH LEE	11/15/2020	509555	R00060084	190290246-1	\$25.00 PY ✓ ✓
PP0004024 Totals:						\$25.00
PP0004026	VANHORN, JESSICA M	11/10/2020	507416	R00060063	160760551-1	\$369.50 PY ✓
PP0004026 Totals:						\$369.50
PP0004028	BEAGLEY, NATHAN THOMAS	11/23/2020	509778	R00060198	190284750-1 190284751-1	\$150.00 PY ✓ ✓
PP0004028 Totals:						\$150.00
PP0004029	CAKLER, MIJANOU ANJA HERTHA	11/30/2020	509909	R00060262	190290762-1	\$125.00 PY ✓
PP0004029 Totals:						\$125.00
PP0004033	COVINGTON, KIMBER NICHOLE	11/22/2020	509773	R00060196	190289697-1 190289698-1	\$200.00 PY ✓
PP0004033 Totals:						\$200.00
PP0004034	LASITER, KAITLYN L	11/20/2020	509768	R00060191	190290751-1	\$350.00 PY ✓
PP0004034 Totals:						\$350.00
PP0004035	LONG, RONALD CLARK	11/16/2020	509585	R00060098	190290284-1	\$225.00 PY ✓
PP0004035 Totals:						\$225.00
PP0004036	SPEER, RICHARD ALLEN	11/30/2020	509907	R00060260	190291031-1	\$50.00 PY ✓ ✓
PP0004036 Totals:						\$50.00
PP0004040	OTEI, EXCEL E	11/03/2020	507273	R00060003	190287147-1	\$100.00 PY ✓
		11/05/2020	507398	R00060048	190287147-1	\$125.00 PY ✓
PP0004040 Totals:						\$225.00
PP0004041	TERRY, SAMUEL LEWIS	11/06/2020	507401	R00060051	190290490-1	\$100.00 PY ✓
PP0004041 Totals:						\$100.00
PP0004043	ARNOLD, DAVID SCOTT	11/13/2020	509549	R00060081	190283127-1	\$50.00 PY ✓ ✓
PP0004043 Totals:						\$50.00
PP0004045	JOHNSON, CHRISTOPHER S	11/27/2020	509875	R00060249	190284378-1 190284379-1	\$48.00 PY ✓
PP0004045 Totals:						\$48.00
PP0004046	GEORGE, MARY ROSE	11/29/2020	509880	R00060253	190290776-1	\$150.00 PY ✓ ✓
PP0004046 Totals:						\$150.00
PP0004051	LAKEY, KRISTI LYNN	11/24/2020	509847	R00060227	190291945-1	\$110.00 PY ✓
PP0004051 Totals:						\$110.00
Report Totals						\$8,829.00

* Indicates an overpayment was made on the Payment Plan



My Filed Or Closed Cases Listing

Belton Municipal Division

12/1/2020 10:14:47 AM

Totals For Filed Date From 11/01/2020 To 11/30/2020

Posted Fee Totals For Posted Date From 11/01/2020 To 11/30/2020

Violations By Filed Date

City Ordinance	106
IPMC CODE	1
MOVING TRAFFIC	138
Traffic	72
Total Violations Filed:	317

Violations Completed-Paid Fines By Filed Date

CL-CLOSED FOUND GUILTY

037

City Ordinance	1
MOVING TRAFFIC	33
Traffic	43
CL	77
Total Violations Completed-Paid Fines:	77

Violations Completed-Before Judge By Filed Date

CL-CLOSED FOUND GUILTY

City Ordinance	20
IPMC CODE	5
MOVING TRAFFIC	38
Traffic	61
CL	124

DC-Dismissed by Complainant

City Ordinance	3
DC	3

DI-CLOSED BY SIS



My Filed Or Closed Cases Listing

Belton Municipal Division

12/1/2020 10:14:47 AM

Totals For Filed Date From 11/01/2020 To 11/30/2020

Posted Fee Totals For Posted Date From 11/01/2020 To 11/30/2020

Violations Completed-Before Judge By Filed Date

City Ordinance	2	
MOVING TRAFFIC	3	
DI		5

DP-Dismissed by Prosecutor

City Ordinance	1	
MOVING TRAFFIC	4	
Traffic	2	
DP		7

DX-FOUND NOT GUILTY AT TRIAL

MOVING TRAFFIC	10	
Traffic	2	
DX		12

Total Violations Completed-Before Judge: 151

Violations Completed-Other By Filed Date

DO-DISMISSSED BY OFFICER

City Ordinance	1	
IPMC CODE	1	
DO		2

DP-Dismissed by Prosecutor

MOVING TRAFFIC	1	
DP		1

DS-DISMISSSED STATE CHARGES

038



My Filed Or Closed Cases Listing

Belton Municipal Division

12/1/2020 10:14:47 AM

Totals For Filed Date From 11/01/2020 To 11/30/2020

Posted Fee Totals For Posted Date From 11/01/2020 To 11/30/2020

Violations Completed-Other By Filed Date

MOVING TRAFFIC	2	
DS		2
Total Violations Completed-Paid Fines:		5

Total Violations Completed-Paid Fines:	77
Total Violations Completed-Before Judge:	151
Total Violations Completed-Before Jury:	0
Total Violations Completed-Before Teen Court:	0
Total Violations Completed-Other:	5

Total Violations Completed:	233
Total Violations Filed:	317

Net Difference Filed - Completed: 84

Warrants Issued

City Ordinance	75		
IPMC CODE	1		
MOVING TRAFFIC	79		
Traffic	50		
Total Warrants Issued:	205	Total Violations:	205

Warrants Cleared

City Ordinance	120
IPMC CODE	1
MOVING TRAFFIC	100
Parking	2

039



My Filed Or Closed Cases Listing

Belton Municipal Division

12/1/2020 10:14:47 AM

Totals For Filed Date From 11/01/2020 To 11/30/2020

Posted Fee Totals For Posted Date From 11/01/2020 To 11/30/2020

Traffic	78		
Total Warrants Cleared:	301	Total Violations:	301
Total Warrants Issued:	205		
Total Warrants Cleared:	301		
Net Difference:	-96		

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

MOVING TRAFFIC	1		
AJ		1	

CD-Completion date for school(s)

MOVING TRAFFIC	1		
CD		1	

CN-Continued Arraignment

City Ordinance	6		
MOVING TRAFFIC	1		
Traffic	5		
CN		12	

IA-Initial Arraignment

MOVING TRAFFIC	2		
IA		2	

PP-Payment plan

City Ordinance	19		
IPMC CODE	1		



My Filed Or Closed Cases Listing

Belton Municipal Division

12/1/2020 10:14:47 AM

Totals For Filed Date From 11/01/2020 To 11/30/2020

Posted Fee Totals For Posted Date From 11/01/2020 To 11/30/2020

Violations Completed-Other Paid By Filed Date

MOVING TRAFFIC	20	
Traffic	8	
PP		48

WI-Warrant Issued

City Ordinance	2	
MOVING TRAFFIC	6	
Traffic	3	
WI		11
Total Violations Completed-Other Paid:	75	

041



My Filed Or Closed Cases Listing

Belton Municipal Division

12/1/2020 10:14:47 AM

Posted Fee Totals For Posted Date From 11/01/2020 To 11/30/2020

Fee Code	Fee Description	Paid
BF (84)	BOND FORFEITURE	\$1,453.50
CC (76)	COURT COSTS	\$2,167.03
CN (CA)	COURT NOTIFCATION AUTOMATION	\$388.56
CVC2 (74)	CRIME VICTIMS CITY	\$71.78
CVS2 (CV)	CRIME VICTIMS STATE	\$1,326.89
DM (82)	DOMESTIC VIOLENCE	\$385.50
DWI (77)	DWI RECOVERY COST	\$36.56
FINE (76)	FINE	\$23,554.61
ILFC (83)	ILF- CITY	\$197.63
IS (IS)	INMATE SECURITY FUND	\$396.28
OP (CS)	Overpayment	\$0.00
RST (RS)	RESTITUTION	\$75.00
SR (SR)	SHERIFF RETIREMENT	\$558.31
TFC (78)	TRAINING FUND CITY	\$386.74
TFS (81)	TRAINING FUND STATE	\$186.11

042

Report Totals:	\$31,184.50
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MUNICIPAL DIVISION SUMMARY REPORTING FORM

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

I. COURT INFORMATION		Contact information same as last report <input checked="" type="checkbox"/>	
		Municipality: Belton	Reporting Period: 11/2020
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) ROSS NIGRO	Judge is Attorney <input type="checkbox"/>	Prosecuting Attorney: WILLIAM N. MARSHALL III	
II. MONTHLY CASELOAD INFORMATION		Alcohol and Drug Related Traffic	Other Traffic
A. cases (citations / informations) pending at start of month		131	4,156
B. cases (citations / informations) filed		12	200
C. cases (citations / informations) disposed			
1. jury trial (Springfield, Jefferson County, and St. Louis County only)			
2. court / bench trial - GUILTY		0	3
3. court / bench trial - NOT GUILTY		0	12
4. plea of GUILTY in court		0	97
5. Violations Bureau Citations (i.e., written plea of guilty) and bond forfeitures by court order (as payment of fines / costs)		0	77
6. dismissed by court		0	0
7. <i>nolle prosequi</i>		1	9
8. certified for jury trial (not heard in the Municipal Division)		0	0
9. TOTAL CASE DISPOSITIONS		1	198
D. cases (citations / informations) pending at end of month [pending caseload = (A + B) – C9]		142	4,158
E. Trial de Novo and / or appeal applications filed		0	0
III. WARRANT INFORMATION (Pre and Post Disposition)		IV. PARKING TICKETS	
1. # issued during reporting period	205	# issued during period	0
2. # served/withdrawn during reporting period	301	<input checked="" type="checkbox"/> Court staff does not process parking tickets	
3. # outstanding at end of reporting period	4,470		

MUNICIPAL DIVISION SUMMARY REPORTING FORM

COURT INFORMATION	Municipality: Belton	Reporting Period: 11/2020
--------------------------	----------------------	---------------------------

V. DISBURSEMENTS			
Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)		Other Disbursements cont.	
Fines - Excess Revenue	\$16,314.45		
Clerk Fee - Excess Revenue	\$1,865.90		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$56.98		
Bond forfeitures (paid to city) - Excess Revenue	\$40.00		
Total Excess Revenue	\$18,277.33		
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)			
Fines - Other	\$7,628.72		
Clerk Fee - Other	\$498.76		
Judicial Education Fund (JEF) <input checked="" type="checkbox"/> Court does not retain funds for JEF	\$0.00		
Peace officer Standards and Training (POST) Commission surcharge	\$186.11		
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$1,326.89		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$14.80		
Law Enforcement Training (LET) Fund surcharge	\$386.74		
Domestic Violence Shelter surcharge	\$385.50		
Inmate Prisoner Detainee Security Fund surcharge	\$396.28		
Sheriffs' Retirement Fund (SRF) surcharge	\$558.31		
Restitution	\$75.00		
Parking ticket revenue (including penalties)	\$0.00		
Bond forfeitures (paid to city) - Other	\$1,413.50		
Total Revenue Other	\$12,870.61		
Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs, witness fees, and board bill/jail costs.		Total Other Disbursements	\$36.56
		Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$31,184.50
Overpayment - Excess Revenue	\$0.00	Bond Refunds	\$0.00
DWI RECOVERY COST	\$36.56	Total Disbursements	\$31,184.50

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Municipal Division Summary Reporting

[◀ Select A Different Action](#)

17th Judicial Circuit - Cass County - Belton Municipal Division

79			Cass
17th			
MDSR	12	Cass	Select County
17th	Belton Municipal Divisic	Select Municipal Division	79
new	new	0	Select

Add December Report +

Show 10 entries

Search:

Reporting Period Year

Reporting Period Month

2020	November	Resubmit	
2020	October	Resubmit	
2020	September	Resubmit	
2020	August	Resubmit	
2020	July	Resubmit	
2020	June	Resubmit	
2020	May	Resubmit	
2020	April	Resubmit	
2020	March	Resubmit	
2020	February	Resubmit	

Showing 1 to 10 of 35 entries

- [Previous](#)
- [1](#)
- [2](#)
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- [4](#)
- [Next](#)

Are you the Principal/Chief Judge?

Yes	No
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SECTION VIII

C

R2020-88

A RESOLUTION APPROVING A THREE-YEAR MAINTENANCE CONTRACT WITH ED M. FELD EQUIPMENT COMPANY, INC. (FELD FIRE) FOR PREVENTATIVE MAINTENANCE ON TWO BAUER BREATHING AIR COMPRESSORS FOR THE FIRE DEPARTMENT.

WHEREAS, Feld fire has been providing preventative maintenance services over the last year; and

WHEREAS, the Belton Fire Department has an obligation to provide safe uncontaminated breathing air and meet national standards for testing, maintenance and care of breathing compressors; and

WHEREAS, the Belton Fire Department would like to continue the current agreement with Feld Fire; and

WHEREAS, Feld Fire has offered an extension of current pricing through this three- year contract.

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

Section 1. That the City Manager is hereby authorized to sign the Contract (**Attachment A**) on behalf of the City with Feld Fire for a quarterly service of two Bauer Breathing Air Compressors at a total cost of \$3,024.00/year.

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

Duly read and passed this ____ day of _____, 2020.

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 on 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



Compressor Preventative Maintenance Contract

At the request of the Belton Fire Department (hereinafter referred to as "Purchaser"), Ed M. Feld Equipment Co., Inc. (referred to as Feld Fire), parent location of 113 N. Griffith Rd., Carroll, IA 51401 agrees to perform a Breathing Air Compressor Preventative Maintenance Contract at the following Purchaser's facility.

Fire Dept/Company Name:	Belton Fire Department
Contact Name:	
Address:	16300 N. Mullen Rd.
City, State ZIP	Belton, MO.64012
Phone:	(816) 331-7969
Email:	

Preventative Maintenance work will be on the following Purchaser's equipment:

Model	Description	Serial Number
Bauer	UNI II 19H	77163
Bauer	UNI-3-208	85301

SCOPE OF WORK:

Preventative maintenance work includes the following:

1. **One** visit per year if on the Annual Contract or **Four** visits per year on the quarterly contract by a factory certified service technician.
2. One change per year of all consumable: one filter, one purifier cartridge (any additional cartridges & filters to be billed separately), lubricating oil, air intake filters, etc.
3. Diagnostic checks and services.
4. **One** Air Quality Test per year on annual contract or **Five** Air Quality Tests to comply with NFPA recommendations per year on the quarterly contract with a Certificate suitable for framing after each test.
5. Travel expenses to and from Purchaser's facility.

Preventative maintenance work does not include:

1. Non-consumable repair parts such as valves, gauges, check valves, etc.
2. Labor and parts to repair problems discovered in the course of completing the preventative maintenance work.

If the necessity for any repair and/or replacement is discovered in the course of completing preventative maintenance work, the Purchaser shall be so advised of that fact and shall be advised of additional costs.

SCHEDULE:

One visit will be made to the Purchaser’s facility on the Annual Contract. **Four** visits will be made annually on the Quarterly Contract. During each visit, the preventative maintenance work as covered in section SCOPE OF WORK will be performed. Visits will take place during normal working hours on a week day, or at a time mutually agreeable to the Purchaser and Feld Fire.

GENERAL:

- The Purchaser shall provide free access to all equipment during normal working hours so that preventative maintenance called for by the Contract may be carried out.
- The Purchaser shall provide all utilities as are required to carry out the preventative maintenance work called for by this Contract.
- Equipment design corrections or modifications are not covered by this Contract.
- In the event emergency repairs are required during the contract period, an emergency visit can be substituted for a routine preventative maintenance visit by the Purchaser issuing a Purchase Order to cover the cost of travel to and from the Purchaser’s facility. During the emergency visit, both repairs and preventative maintenance work will be performed. Charges for repair work and parts not included in preventative maintenance work will be based on standard labor and parts rates.
- If a problem is discovered in the courses of completing preventative maintenance work that is not field repairable, the Purchaser must return the equipment to the factory, which can be assisted by Feld Fire.
- A Purchase Order or written authorization will be required to cover repair work and expenses over and above preventative maintenance work.

PRICE & TERMS OF PAYMENT

Preventative maintenance work shall be performed by Feld Fire on the price and terms of payment outlined below in the comments box:

Department or Agency Information

Address 16300 N. Mullen Rd.

City State and Zip Code Belton, MO.64012

Authorizing Person _____

Authorizing Signature _____

Feld Fire Representative

Licensed Service Technician Dave Null

Signature

Date November 24, 2020

This contract will run from December 1, 2020 thru December 1, 2023 and will not increase in price.

Special Comments or Notes:

ANNUAL SERVICE: Each compressor cost is \$700.00 to include one oil change per year, one filter, one purifier cartridge, lubricating oil, air intake filters and one air test. The second purifier cost is \$142.00. A total of \$842.00 per unit. (\$1,684.00 for both units). The trip charge is \$35.00. A total of \$1,719.00.

There will be 2 air tests taken quarterly at \$400.00 (\$200.00 per compressor) plus a \$35.00 trip charge.

Basic (\$700) + second purifier (\$142.00) + trip charge (\$35.00) cost is \$877.00 X 2 compressors

UPDATED 11/24/2020

BASIC SERVICE AGREEMENT: \$700.00 ea

SECOND PURIFIER: \$142.00 ea

TOTAL: \$842.00 X 2 = \$1,684.00 + \$35.00 trip charge total of \$1,719.00

3 QUARTERLY AIR SAMPLE: \$200.00 X 6 = \$1,200.00

QUARTERLY TRIP CHARGE: \$35.00 X 3 = \$105.00

YOUR YEARLY COST FOR THE ANNUAL SERVICE, ALL QUARTERLY AIR TESTS AND TRIP CHARGES COME TO \$3,024.00 FOR BOTH COMPRESSORS.

SECTION VIII

D

R2020-89

A RESOLUTION APPROVING A CONTRACT FOR SERVICES FOR THE PUBLIC WORKS FACILITY INSULATION WITH THE HAYES COMPANY IN THE NOT-TO-EXCEED AMOUNT OF \$33,985.41.

WHEREAS, in 2020, the City of Belton purchased the old Seabee’s Lot at 700 Seabee Road and is turning it into the new Public Works Facility. The facility has been abandoned for many years and is in a state of disrepair. In order to make this facility suitable for the Public Works Department, insulation must be purchased and installed; and

WHEREAS, bids were solicited through Request for Proposal Number 20-014: Public Works Facility-Insulation, and the City received three (3) competitive bids in accordance with City of Belton Code of Ordinances Chapter 2, Purchasing Procedures on November 20, 2020; and

WHEREAS, The Hayes Company was the lowest and best bid in the not-to-exceed amount of \$33,985.41.

The Hayes Company	SRI Contractors	Star Companies, Inc.
\$33,985.41	\$41,240.00	\$41,280.90

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

SECTION 1. That the Contract for Services for the Public Works Facility – Insulation, herein attached and incorporated to this Resolution as **Exhibit A**, with The Hayes Company in the not-to-exceed amount of \$33,985.41 is hereby approved for purposes described above.

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

Duly read and passed this _____ day of _____, 2020.

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: December 8, 2020

DIVISION: Public Works

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

ISSUE/RECOMMENDATION:

In 2020, the City of Belton purchased the old Seabee’s Lot at 700 Seabee Road and is turning it into the new Public Works Facility. The facility has been abandoned for many years and is in a state of disrepair. In order to make this facility suitable for the Public Works Department, insulation must be purchased and installed.

Bids were solicited through Request for Proposal Number 20-014: Public Works Facility-Insulation, and the City received three (3) competitive bids in accordance with City of Belton Code of Ordinances Chapter 2, Purchasing Procedures on November 20, 2020.

The Hayes Company was the lowest and best bid in the not-to-exceed amount of \$33,985.41.

The Hayes Company	SRI Contractors	Star Companies, Inc.
\$33,985.41	\$41,240.00	\$41,280.90

Staff recommends approving a Contract for Services for the Public Works Facility – Insulation with The Hayes Company in the not-to-exceed amount of \$33,985.41.

IMPACT/ANALYSIS:

FINANCIAL IMPACT

Contractor:	The Hayes Company
Amount of Request/Contract: \$	\$33,985.41
Funding Source:	225-0000-495-7200 ST2101 (\$11,328.47); 660-0000-495-7200 WW2101 (\$11,328.47); 662-0000-495-7200 WT2101 (\$11,328.47)

STAFF RECOMMENDATION, ACTION, AND DATE:

Approve a resolution approving a Contract for Services for the Public Works Facility – Insulation with The Hayes Company in the not-to-exceed amount of \$33,985.41.

LIST OF REFERENCE DOCUMENTS ATTACHED:

- Resolution
- Exhibit A: Contract for Services for the Public Works Facility – Insulation



**CITY OF BELTON
CONTRACT FOR SERVICES**

Public Works Facility - Insulation

AGREEMENT FOR PROVISION OF THE FOLLOWING SERVICES

Agreement made this _____, 2020 between The Hayes Company, an entity organized and existing under the laws of the State of Missouri, with its principal office located at 1000 E. 11th Street, Kansas City, MO 64106, hereafter referred to as the **Contractor**, and The City of Belton, Missouri, a Charter City organized and existing under the laws of the State of Missouri, with its principal office located at 506 Main Street, Belton, Missouri, hereafter referred to as the **City**.

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

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

**ARTICLE I
THE WORK**

Contractor agrees to perform all work and provide all deliverables as specified in Request for Proposal 20-014 and the General Terms and Conditions in Appendix B commonly referred to as Contract Terms and Conditions and according to Contract Agreement set forth here. The selected Contractor will complete work based upon individual task agreements. Contractor agrees to provide all labor, materials, tools, permits, and/or professional services and perform the contracted work in accordance with all specifications, terms, and conditions as set forth within the proposal documents including bonding, insurance, prevailing wage requirements, and termination clauses as needed or required. The work as specified in Appendix A may commence upon the signing of this contract and scheduling and approval of the City.

**ARTICLE II
TIME OF COMMENCEMENT AND COMPLETION**

The work shall be completed within one month of receiving the air purification equipment. Liquidated damages will commence on January 29, 2021. The date of substantial completion shall be that date when the project or portions of the project are officially accepted by the Owner for utilization of the project for its intended purpose. The City shall be the sole determiner as to the fulfillment of the work as described.

**ARTICLE III
CONTRACT SUM AND PAYMENT**

The Contractor agrees to perform all work described in the Contract Documents in the amount of \$33,985.41.

The City agrees to pay the Contractor as outlined in the Contract Documents and subject to deductions provided for in Articles IV and VI.

**ARTICLE IV
CONTRACT PAYMENT**

The City agrees to pay the Contractor for the completed work as follows: 95% of contract shall be paid within thirty (30) days of substantial completion of each section of this proposal – inspection and remediation, walk-through and acceptance by the City; a 5% retainage will be held until acceptance of the project at which time final payment will be made. Any monies not paid to the Contractor when due will bear interest at the rate of one and one-half percent (1 -1/2 %) per month, from the date such payment is due. However, if any portion of the work remains to be completed or corrected at the time payment is due, the City may retain sufficient funds to cover the City Engineer's estimated value of the work not completed or twenty percent (20%) of the contract amount, whichever is greater, exempt from interest, to be paid when such listed items are corrected or completed.

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

The Contractor agrees that the City may withhold any and all payment for damage or destruction, blatant or otherwise, incurred to the City's property caused by poor performance or defective equipment or materials or personnel employed or utilized by the Contractor. Additionally, it is agreed the Contractor shall also be liable to the City for replacement of materials or services occasioned by such breach.

Payment shall be made upon receipt of invoices presented in duplicate as outlined in Appendix B.

Third party payment agreements will not be accepted by the City.

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

ARTICLE V INSURANCE REQUIREMENTS

Insurance shall be provided as outlined in Appendix B: General Terms and Conditions to the Contract.

ARTICLE VI DAMAGES/DELAYS/DEFECTS

The City will not sustain monetary damage if the whole or any part of this contract is delayed through the failure of the Contractor and/or his sureties to perform any part or the whole of this contract. Thus, if at any time the Contractor refuses or neglects to supply sufficiently skilled workmen or proper materials, or fails in any respect to execute the contract, including extras, with the utmost diligence, the City may take steps deemed advisable to promptly secure the necessary labor, tools, materials, equipment, services, etc., by contract or otherwise, to complete whatever portion of the contracted work which is causing delay or is not being performed in a workmanlike manner.

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

Contractor will store, contain, or remove all debris, materials, tools, equipment and vehicles at the end of each day so that no hazardous or dangerous situations are created within the work location and surrounding area.

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

Contractor shall immediately report, to the City, or a duly authorized representative, any accident whatsoever arising out of the performance of this contract, especially those resulting in death, serious injury or property damage. Contractor must provide full details and statements from any witnesses.

If the Contractor shall fail to complete the work within the contract time, or an extension of time granted by the City, the Contractor will pay to the City the amount for liquidated damages as specified in the schedule below for each calendar day that the Contractor shall be in default after the time stipulated in this contract document. The amount specified in the schedule is agreed upon, not as a penalty, but as liquidated damages for the loss to the City of Belton and the public of the use of the facility as designated. This amount will be deducted from any money due to the Contractor. The Contractor and Contractor's surety will be liable for all liquidated damages.

SCHEDULE OF LIQUIDATED DAMAGES		
Original Contract Amount		Charge Per Calendar Day (\$)
From More Than (\$)	To and Including (\$)	
0	50,000	150
50,001	100,000	250
100,001	500,000	500
500,001	1,000,000	1,000
1,000,001	2,000,000	1,500
2,000,001	5,000,000	2,000
5,000,001	10,000,000	2,500
10,000,001	And above	3,000

**ARTICLE VII
RESPONSIBILITIES**

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

The Contractor's responsibilities and obligations under this agreement are accepted subject to strikes, outside labor troubles (including strikes or labor troubles affecting vendors or suppliers of Contractor), accidents, transportation delays, floods, fires, or other acts of God, and any other causes of like or different character beyond the control of Contractor. Impossibility of performance by reason of any legislative, executive, or judicial act of any governmental authority shall excuse performance of or delay in performance of this agreement. The City and the Contractor shall agree upon such any delay or cancellation of performance and execute an agreement in writing documenting the excuse of performance or delay in performance of this agreement.

Contractor agrees to provide all materials, labor, tools, and equipment necessary to perform and complete the contract as specified.

All equipment will be of such type and in such condition so as not to cause any damages to City property or the community at large. All equipment used on site will meet the minimum

requirements of OSHA (Occupational Safety Health Administration) and related federal, state, county, and city agencies and regulations, including but not limited to EPA (Environmental Protection Agency) and the NESHAPS (National Emission Standards for Hazardous Air Pollution). All material will be of a type and quality acceptable to the City, and which will not cause injury to property or persons.

Contractor will supervise and direct the work performed and shall be responsible for his employees. Contractor will also supervise and direct the work performed by sub-contractors and their employees and be responsible for the work performed by sub-contractors hired by the contractor.

Contractor agrees to obtain and maintain, during the term of this contract, the necessary licenses and permits required by federal, state, county and municipal governments to perform the services as required by this contract. Contractor shall bear the cost of any permits which he is obligated to secure. Contractor will also ensure any sub-contractors hired will obtain the necessary licenses and permits as required.

Contractor agrees to comply with all applicable federal, state, county and municipal laws and regulations, including, but not limited to, affirmative action, equal employment, fair labor standards and all applicable provisions of the Occupational Safety and Health Act of 1970, as amended. Contractor agrees to ensure sub-contractors and their employees comply with all applicable laws and regulations aforementioned.

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

ARTICLE VIII TERMINATION OF AGREEMENT

With Cause – If Contractor fails to perform his duties as specified in this contract, the City through its appointed representative, shall notify the Contractor to correct any default under the terms of this contract. Such notification may be made in writing, and delivered via regular, certified facsimile or e-mail. If the Contractor fails to correct any default after notification of such default, the City shall have the right to immediately terminate this agreement by giving the Contractor ten (10) days written notice, and delivered via regular, certified facsimile or e-mail.

Without Cause – The City may terminate this agreement at any time by providing sixty (60) days written notice, by certified mail, to the Contractor at the address listed below.

In the event this agreement is terminated, the City may hold as retainer the amount needed to complete the work in accordance with bid specifications.

**ARTICLE IX
ARBITRATION**

In case of a dispute, the Contractor and the City shall each appoint a representative, who, together, shall select a third-party attorney in good standing and licensed to practice law in Missouri to arbitrate the issue. Resolution of the issue will be binding upon both parties.

**ARTICLE X
WARRANTY**

Contractor warrants that all workmanship shall be of good quality, in conformance with bid specifications and guarantee all materials, equipment furnished, and work performed for a period of two (2) years from the date of substantial completion. Contractor shall, within ten (10) days of written notice from the City, correct any work found to be defective, incorrect or not in accordance with bid specifications.

**ARTICLE XI
REQUIRED SAFETY TRAINING**

- A. Contractor shall provide a ten (10) hour Occupational Safety and Health Administration (OSHA) construction safety program for all employees who will be on-site at the project. The construction safety program shall include a course in construction safety and health that is approved by OSHA or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program as required by Section 292.675, RSMo.
- B. All on-site employees of a contractor or subcontractor must have certification of successful completion of Required Safety Training within 60 days of project commencing. On-site employees must provide documentation that they have successfully completed the Required Safety Training *within the required time period*. If they cannot do so within 20 days of a request for such documentation, they must be removed from the project and their employers will be subject to penalties as described in the Act.
- C. Contractor shall require all of its Subcontractors to comply with the requirements of this Section and Section 292.675, RSMo.

**ARTICLE XII
NOTICE OF PENALTIES FOR FAILURE TO PROVIDE SAFETY TRAINING**

- A. Pursuant to Section 292.675, RSMo, Contractor shall forfeit to City as a penalty two thousand five hundred dollars (\$2,500.00), plus one hundred dollars (\$100.00) for each on-site employee employed by Contractor or its Subcontractor, for each calendar day, or portion thereof, such on-site employee is employed without the construction safety training required in Section XI above.

- B. The penalty described in Subsection “A” of this Section shall not begin to accrue until the time periods described in Sections XI “B” and “C” above have elapsed.
- C. Violations of Section XI above and imposition of the penalty described in this Section shall be investigated and determined by the Missouri Department of Labor and Industrial Relations.

ARTICLE XIII
AFFIDAVIT of WORK AUTHORIZATION

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

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

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

**ARTICLE XIV
ENTIRE AGREEMENT**

The parties agree that this constitutes the entire agreement and there are no further items or provisions, either oral or otherwise. Contractor agrees that it has not relied upon any representations of Contractor as to prospective performance of the goods but has relied upon its own inspection and investigation of the subject matter.

The parties have executed this agreement with the City of Belton the day and year first above written.

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

SEAL)

THE CITY OF BELTON, MISSOURI

By: _____
Jeff Davis, Mayor

Attest: _____
Andrea Cunningham, City Clerk

SEAL)

CONTRACTOR'S NAME

By: _____ Thomas Hayes

Title: PRESIDENT

Attest: _____ Philip Hayes

APPENDIX A
SCOPE OF SERVICES AND SPECIAL PROVISIONS

Public Works Facility - Insulation

A mandatory Pre-Bid Meeting is scheduled for Thursday, November 12, 2020 at 9:00 a.m. and Friday, November 13, 2020 at 9:00 a.m. at 700 Seabee Rd., Belton, MO 64012. Bids will only be accepted from those who are represented at one of the Pre-Bid Meetings.

ANTICIPATED SCOPE OF SERVICES:

The City of Belton's Public Works Department is seeking proposals to furnish and install closed cell spray foam insulation in several buildings located at 700 Seabee Road, Belton, MO 64012. The metal buildings have been abandoned for several years and in order to provide a vapor and air barrier we are specifically requesting closed cell spray foam for all buildings. Bidders will be responsible for gathering the dimensions for all buildings for pricing purposes prior to submitting a bid for RFP 20-014.

SPECIFICATIONS THAT APPLY

1. Project Special Specifications
2. City of Belton Design and Construction Manual
3. KC Metro APWA Standards and Specifications

METHODS AND PAYMENTS

1. Payment shall be to the Contractor for work completed in accordance with applicable sections of Appendix B – General Terms and Conditions.
2. The installation cost of all work included in this contract shall be included in the Contractor's unit prices set forth in the bid. The unit price for each of the several items in the proposal shall include its pro rata share of overhead so that the sum of the products obtained by multiplying the unit prices so set forth by the amount of work as actually constructed shall constitute full payment to the Contractor for performance of the work included in the section for the specifications.
3. Methods and payment for each work item shall be in accordance with the following:
 - a. **Bid Item #1 – Cold Storage Building:** Payment for the installation of 2 inches of closed cell spray foam on the walls and 3 inches of closed cell spray foam for the roof shall be paid for as a lump sum as set forth in the Bid Schedule per lump sum. The unit price set forth in the Bid Schedule shall include full

compensation to the Contractor for all labor, equipment, materials, and all other work incidental to the complete installation of this item. The Cold Storage building location can be seen in attachment 3 of this attachment located at 700 Seabee Rd, Belton, MO 64012.

- b. **Bid Item #2 – Concrete Storage Building:** Payment for the installation of 2 inches of closed cell spray foam on the walls and 3 inches of closed cell spray foam for the roof shall be paid for as a lump sum as set forth in the Bid Schedule per lump sum. The unit price set forth in the Bid Schedule shall include full compensation to the Contractor for all labor, equipment, materials, and all other work incidental to the complete installation of this item. The Concrete Storage building location can be seen in attachment 3 of this attachment located at 700 Seabee Rd, Belton, MO 64012.
- c. **Bid Item #3 – Sign Shop Building:** Payment for the installation of 2 inches of closed cell spray foam on the walls and 3 inches of closed cell spray foam for the roof shall be paid for as a lump sum as set forth in the Bid Schedule per lump sum. The unit price set forth in the Bid Schedule shall include full compensation to the Contractor for all labor, equipment, materials, and all other work incidental to the complete installation of this item. The Sign Shop building location can be seen in attachment 3 of this attachment located at 700 Seabee Rd, Belton, MO 64012.

ADDITIONAL BIDDING INFORMATION

Project questions: All questions regarding the bidding of this project must be submitted to Greg Rokos, Public Works Director, City of Belton, by phone at (816) 892-1269 or by email at grokos@belton.org. **All questions must be received (3) days prior to the bid opening.**

Project is tax exempt.

APPENDIX B General Terms and Conditions

A. *Procedures*

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

B. *Contract Award*

The contract will be awarded based on the base bid plus alternates as selected by the City. Alternates may increase or decrease the total bid price depending on the price of the alternate. Some alternates are additional items, while others are replacement of other line items.

C. *Contract Period*

Award of this contract is anticipated prior to the end of December 2020.

D. *Insurance*

The Contractor shall procure, maintain, and provide proof of insurance coverages for injuries to persons and/or property damage as may arise from or in conjunction with, the work performed on behalf of the City of Belton by the Bidder/Contractor, its agents, representatives, employees, or subcontractors. The City of Belton shall be named as an additional insured under such insurance contracts (except for Worker's Compensation coverage). All coverage for the City shall be written on a primary basis without contribution from the City's coverage. A Certificate of Insurance will be required within ten calendar days from the date of receipt of the Notice of Award. All policies shall be issued on an occurrence form.

Contractor shall procure and maintain in effect throughout the duration of this Agreement, and for a period of two (2) years thereafter, insurance coverage not less than the types and amounts specified below. In the event that additional insurance, not specified herein, is required during the term of this Agreement, Professional shall supply such insurance, if available, at City's cost. Policies containing a Self-Insured Retention are unacceptable to City.

- a. Commercial General Liability Insurance: with limits of \$2,500,000 per occurrence and \$2,500,000 aggregate, written on an "occurrence" basis. The policy shall be written or endorsed to include the following provisions:
 - i. Severability of Interests Coverage applying to Additional Insureds
 - ii. Contractual Liability

- iii. Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be \$2,500,000
 - iv. No Contractual Liability Limitation Endorsement
 - v. Additional Insured Endorsement, ISO form CG20 10, current edition, or its equivalent
- b. Workers' Compensation Insurance: as required by statute, including Employers Liability with limits of:
 - Workers Compensation Statutory
 - Employers Liability
 - \$100,000 accident with limits of:
 - \$500,000 disease-policy limit
 - \$100,000 disease-each employee
- c. Commercial Automobile Liability Insurance: with a limit of \$2,500,000 per occurrence, covering owned, hired, and non-owned automobiles. Coverage provided shall be written on an "occurrence" basis. The insurance will be written on a Commercial Business Auto form, or an acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with the Agreement, by Professional.
- d. The policies listed above may not be canceled until after thirty (30) days written notice of cancellation to City, ten (10) days in the event of nonpayment of premium. The Commercial General and Automobile Liability Insurance specified above shall provide that City and its agencies, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds for the services performed under this Agreement. Professional shall provide to City at execution of this Agreement a certificate of insurance showing all required endorsements and additional insureds. The certificate shall be on the City's Standard Certificate of Insurance Form furnished in Attachment 2 or its equivalent.
- e. All insurance coverage must be written by companies that have an A.M. Best's rating of "B+V" or better and are licensed or approved by the State of Missouri to do business in Missouri.
- f. Regardless of any approval by City, it is the responsibility of the Contractor to maintain the required insurance coverage in force at all times; its failure to do so will not relieve it of any contractual obligation or responsibility. In the event of Contractor's failure to maintain the required insurance in effect, City may order

Contractor to immediately stop work, and upon ten (10) days' notice and an opportunity to cure, may pursue its remedies for breach of this Agreement as provided for herein and by law.

B. *Hold Harmless Clause*

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

C. *Exemption from Taxes*

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

D. *Employment Discrimination by Contractors Prohibited/Wages/ Information*

During the performance of a contract, the Contractor shall agree that it will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or disabilities except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor; that it will post in conspicuous places available to employees and applicants for employment, notices setting forth nondiscrimination practices, and that it will state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that it is an equal opportunity employer. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient to meet this requirement.

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

E. *Invoicing and Payment*

The Contractor shall submit invoices for services outlined above in the scope of services. Certified payroll shall be submitted with each pay request or invoice.

Invoice shall be based on the following schedule:

At completion of work – 95% of contract amount with 5% held for retainage – the 5% retainage will be held until acceptance of the project by the Belton City Council at which time final payment will be made. Payment will be based on actual services rendered and actual costs. All such invoices will be paid within thirty (30) days by the City of Belton unless any

items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Contractor shall provide complete cooperation during any such investigation.

Third party payment arrangements will not be accepted by the City.

F. *Cancellation*

The City of Belton reserves the right to cancel and terminate this contract in part or in whole without penalty upon thirty (30) days written notice to the Contractor. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

G. *Contractual Disputes*

The Contractor shall give written notice to the City of Belton of its intent to file a claim for money or other relief at the time of the occurrence or the beginning of the work upon which the claim is to be based.

The written claim shall be submitted to the City no later than sixty (60) days after final payment. If the claim is not disposed of by agreement, the City of Belton shall reduce their decision to writing and mail or otherwise forward a copy thereof to the Contractor within thirty (30) days of receipt of the claim.

City decision shall be final unless the Contractor appeals within thirty (30) days by submitting a written letter of appeal to the Public Works Director or his designee. The Public Works Director shall render a decision within sixty (60) days of receipt of the appeal.

H. *Severability*

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

I. *Applicable Laws*

This contract shall be governed in all respects by federal and state laws. All work performed shall be in compliance with all applicable City of Belton codes.

J. *Drug/Crime Free Workplace*

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

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

3. Any crimes committed while on City property

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

K. *Inspection*

At the conclusion of each job order, the Contractor shall demonstrate to the Public Works Director or his authorized representative(s) of the City that the work is fully complete and in compliance with the scope of services. Any deficiencies shall be promptly and permanently corrected by the Contractor at the Contractor's sole expense prior to final acceptance of work, and normal warranties shall be issued at point of final acceptance by the City of Belton.

L. *Escalation of Fees*

The pricing of services contained in the contract for the selected Contractor shall remain in effect for the duration of the contract. No escalation of fees will be allowed.

M. *Safety Training*

Contractors are informed that the project is subject to the requirements of Section 292.675, RSMo that requires all Contractors or Subcontractors doing work on the project to provide and require its on-site employees to complete a ten (10) hour course in construction safety and health approved by the Occupational Safety and Health Administration ("OSHA") or a similar program approved by the Missouri Department of Labor and Industrial Relations that is at least as stringent as an approved OSHA program. All on-site employees of a Contractor or Subcontractor must have certification of successful completion of Required Safety Training within 60 days of project commencing. On-site employees must provide documentation that they have successfully completed the Required Safety Training *within the required time period*. If they cannot do so within 20 days of a request for such documentation, they must be removed from the project and their employers will be subject to penalties as described in the Act.

N. *Permits/Certificates*

The successful Contractor shall be responsible for obtaining all permits and for incurring all expenses associated with those permits prior to proceeding with the scope of work and services described in this solicitation. Included in these permits will be the Business License required of all vendors doing business within the City limits of Belton (unless otherwise directed by the City Clerk). This permit can be obtained from the office of the City Clerk, 506 Main Street, Belton, Missouri 64012.

Certificates must be submitted with the RFP if project utilizes any of the Contractors listed herein; Class A and B Contractors, Electricians, Plumbers, and Mechanical Contractors.

Class A and B Contractors, Electricians, Plumbers, and Mechanical Contractors who held a 2012 Belton Business License must provide proof of at least eight (8) continuing education credits (CEU) related to the trade for which the license was issued within the last year.

O. *Mobilization, Bonds, and Insurance*

Mobilization, Bonds, and Insurance will be considered a lump sum item for payment. The total lump sum price for this item shall not exceed 5% of the total base bid price.

Payment shall be made on the following schedule.

Percentage of Contract Completed	Percentage Mobilization Payment
5%	25%
10%	50%
25%	75%
50%	100%

P. *Bid Bond*

A bid bond or certified check from a surety or bank acceptable to the Public Works Director in the amount equal to or greater than 5% of the maximum total bid price must accompany each proposal. Prior acceptability of the proposed surety or bank furnishing the bid security before the bid date is recommended. An unacceptable bid security may be cause for rejection of the proposal. No bidder may withdraw his bid for a period of sixty (60) days after the date of opening of bids.

Q. *Performance Bond*

The Contractor shall within ten (10) days after the receipt of the notice of award furnish the City with a Performance Bond in penal sum equal to the amount of the contract price conditioned upon the performance by the Contractor of all undertakings, covenants, terms, conditions, and agreements of the contract documents and upon the prompt payment by the Contractor to all persons supplying labor and materials in the prosecution of the work provided by the contract documents. Such bond shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the State in which the work is to be performed. The expense of this bond shall be borne by the Contractor. If any time a surety on any such bond is declared as bankrupt or loses its right to do business in the state in which the work is to be performed, the Contractor shall within ten (10) days after notice from the City to do so, substitute an acceptable bond in such form and sum and signed by such other surety or sureties as may be satisfactory to the City. The premiums on such bond

shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to the City.

V. *Payment Bond*

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

W. *Maintenance Bond*

Prior to acceptance of the project, the Contractor shall furnish the Owner with a Maintenance Bond in penal sum equal to an amount of one half (50%) of the contract price that shall remain in full force and effect for a period of two (2) years from the date of project acceptance. The Maintenance Bond shall guarantee all materials and equipment furnished and work performed shall be free of defects due to faulty materials or workmanship and that the Contractor shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to the parts of the system resulting from such defects. The Owner will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, the Owner may do so with all costs including administration fees going against the Maintenance Bond. Such bond shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the state in which the work is to be performed. The expense of this bond shall be borne by the Contractor. If any time a surety on any such bond is declared a bankrupt or loses its right to do business in the state in which the work is to be performed, the Contractor shall within ten (10) days after notice from the Owner to do so, substitute an acceptable bond in such form and sum and signed by such other surety or sureties as may be satisfactory to the Owner. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to the Owner.

X. *Rejection of Bids*

The City reserves the right to reject any and all bids, to waive technical defects in the bid, and to select the bid deemed most advantageous to the City.

Y. *Release of Information*

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

Z. *American Products:*

Pursuant to RSMo 34.353 for Contracts over \$25,000 any manufactured goods or commodities used or supplied in the performance of the Contract or subcontract shall be manufactured or produced in the United States, unless determined to be exempt as provided in the statute.

1. Contractor agrees that any manufactured goods or commodities that are used or supplied in the performance of this Contract or any subcontract hereto shall be manufactured or produced in the United States, unless;
 - a. The manufactured good or commodity used or supplied involves an expenditure of less than twenty-five thousand dollars (\$25,000), or
 - b. The contractor shall provide evidence sufficient for the City to certify in writing that:
 - i. The specified products are not manufactured or produced in the United States in sufficient quantities to meet the agency's requirements, or
 - ii. The specified products cannot be manufactured or produced in the United States within the necessary time in sufficient quantities to meet the agency's requirements.
2. The written certification contemplated by Subsection 1(b) of this Section Y shall;
 - a. Specify the nature of the contract,
 - b. Specify the product being purchased or leased,
 - c. Specify the names and addresses of the United States manufacturers and producers contacted by the City or the project architect or engineer,
 - d. Provide an indication that such manufacturers or producers could not supply sufficient quantities or that the price of the products would increase the cost of the contract by more than ten (10) percent, and
 - e. Such other requirements as may be imposed by Section 34.353 of the revised Statutes of Missouri, as amended.
3. The written certification contemplated by Subsection 1(b) of this Section Y shall be maintained by the City for a period of at least three (3) years.

AA. *Affidavit of Work Authorization and Documentation:*

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

- * submitting the attached AFFIDAVIT OF WORK AUTHORIZATION and

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

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

PLEASE NOTE: The following affidavit in Attachment 1 must be completed and returned with RFP.

ATTACHMENT 1

AFFIDAVIT OF WORK AUTHORIZATION

(as required by Section 285.530, Revised Statutes of Missouri)

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

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

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

KNOWINGLY: A person acts knowingly or with knowledge,
(a) with respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist;
or
(b) with respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result.

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

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

Name/Contractor: The Hayes Company

Company: The Hayes Company

Address: 1000 E. 11th Street, Kansas City, Mo 64106

- 1 I am of sound mind and capable of signing this Affidavit and am personally acquainted with the facts stated herein.
- 2 Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted

between Contractor and the City of Belton: Project #20-014.

- 3 Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.
- 4 Attached hereto is documentation affirming Contractor's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

The Hayes Company

Company Name

Signature

Name: Tim Hayes

Title: COO

Subscribed and sworn to before me this 11 day of November, 2020.

STATE OF MO COUNTY OF JACKSON

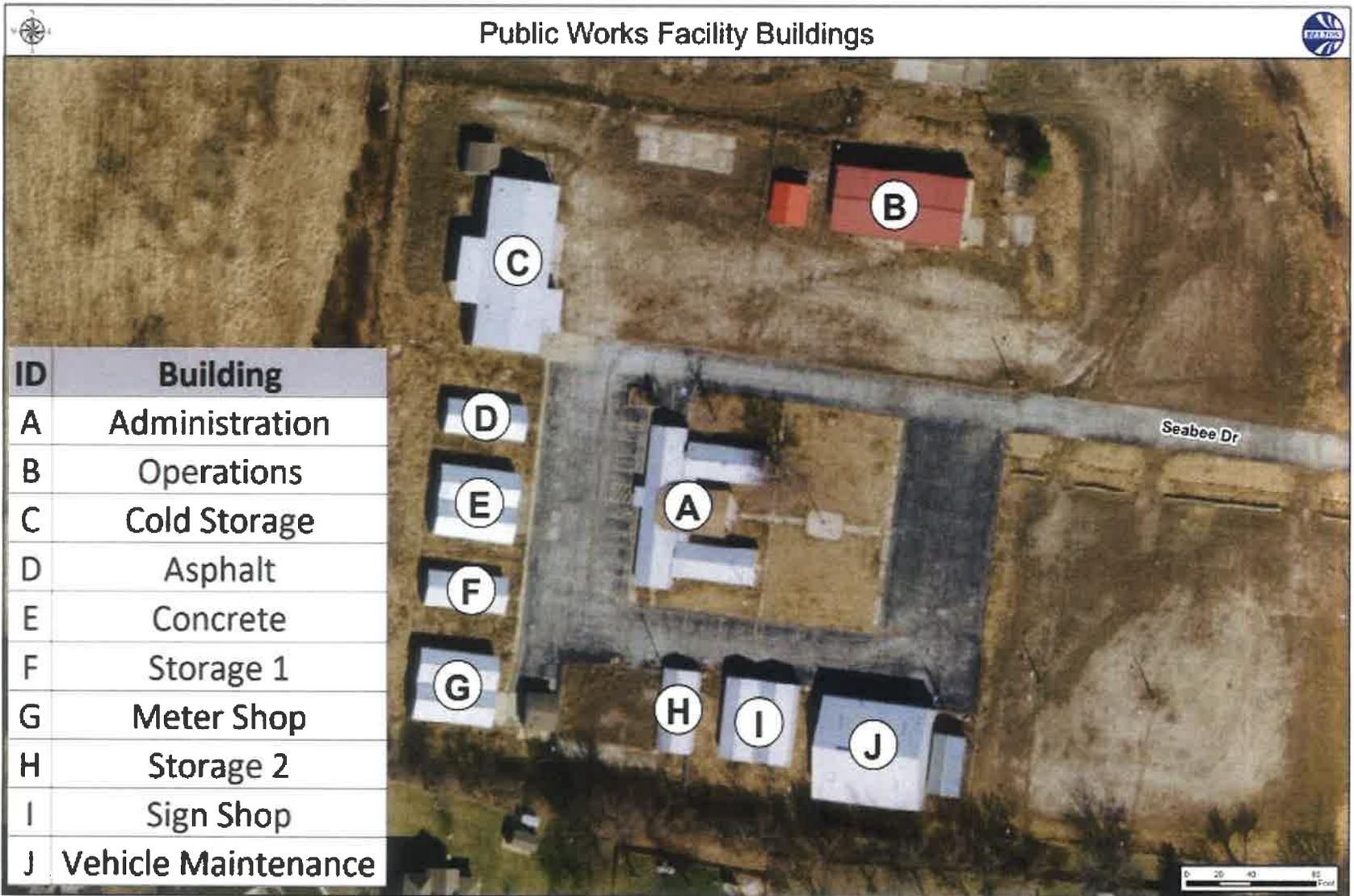
Notary Public: Phil Hayes

My Commission Expires: 4/17/21

PHILIP HAYES
 NOTARY PUBLIC-NOTARY SEAL
 STATE OF MISSOURI
 JACKSON COUNTY
 MY COMMISSION EXPIRES 4/17/2021
 COMMISSION #13472928

PLEASE NOTE: Acceptable enrollment and participation documentation consists of the following two (2) pages of the E-Verify Memorandum of Understanding:

- 1 A valid, completed copy of the first page identifying the Contractor; and
- 2 A valid copy of the signature page completed and signed by the Contractor, the Social Security Administration, and the Department of Homeland Security - Verification Division.



SECTION VIII

E

R2020-90

A RESOLUTION APPROVING AN ON-CALL PROFESSIONAL SERVICES CONTRACT WITH BURNS & MCDONNELL/CAS, LLC.

WHEREAS, following Sections 8.285 through 8.291 of Chapter 8 of the Missouri Revised Statutes, Staff advertised the Request for Qualifications (RFQ) for On-Call Professional Engineering Services for the City of Belton, Missouri on June 8, 2020. The deadline for consultants to submit Qualification Packets for consideration was June 22, 2020. Fourteen Qualification Packets were received from fourteen (14) interested engineering consultants; and

WHEREAS, the following highly qualified engineering consultants have already been approved via resolution – Cook, Flatt & Strobel Engineers R2020-32; TREKK Design Group, LLC R2020-29; and Wilson & Company R2020-30; and

WHEREAS, staff recommends that the City contract with Burns & McDonnell/CAS, LLC, the fourth highly qualified engineering consultant. The contract is a five-year period. Performance Appraisals of the Consultant shall be completed on an annual basis concurrently with negotiations of the Schedule of Hourly Rates and Expenses. The Public Works Director is authorized to extend the Contract for five (5) subsequent one-year periods. The total term of the Contract shall not exceed ten (10) years; and

WHEREAS, the City Council believes that the approval of an On-Call Professional Services Contract with Burns & McDonnell/CAS, LLC is in the best interest of the citizens of Belton.

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

SECTION 1. That the On-Call Professional Services Contract with Burns & McDonnell/CAS, LLC is hereby approved for a period of five (5) years with the option of up to five (5) subsequent one-year renewals.

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

Duly read and passed this _____ day of _____, 2020.

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
ON-CALL PROFESSIONAL SERVICES CONTRACT**

AGREEMENT FOR PROVISION OF THE FOLLOWING SERVICES

Agreement made this _____, 2020 between ^{Burns & McDonnell} Engineering Company, Inc., an entity organized and existing under the laws of the State of Missouri, with its principal office located at 9400 Ward Pkwy, Kansas City, MO 64114, hereafter referred to as the **Consultant**, and The City of Belton, Missouri, a Charter City organized and existing under the laws of the State of Missouri, with its principal office located at 506 Main Street, Belton, Missouri, hereafter referred to as the **City**.

This contract and applicable attachments represent the entire understanding and agreement between the parties and no oral, implied, alterations, or variations to the contract will be binding on the parties, except to the extent that they are in writing and signed by the parties hereto. This contract shall be binding upon the heirs, successors, administrators, executors, and assigns of the parties hereto.

In the event there are any inconsistencies in the provisions of this contract and those contained in the proposal, they will be resolved in accordance with the terms of this contract.

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

**ARTICLE I
THE WORK**

Consultant agrees to perform the services and provide all deliverables as specified in and according to Task Agreement and Scope of Services in **Attachment 1 of Appendix B** and the General Terms and Conditions in **Appendix A** commonly referred to as Contract Terms and Conditions and according to Contract Agreement set forth here. The selected Consultant will complete services based upon individual task agreements. The actual scope of services will be finalized with the individual task agreement. Consultant agrees to provide all labor, materials, tools, permits, and/or professional services and perform the contracted services in accordance with all specifications, terms, and conditions as set forth within this On-Call Professional Services Contract including insurance and termination clauses as needed or required. The services as specified in Task Agreement and Scope of Services may commence upon the signing of this contract and scheduling and approval of the City.

**ARTICLE II
TIME OF COMMENCEMENT AND COMPLETION**

The services shall begin upon Council approval and Mayor's signature. The date of substantial completion shall be that date when the project or portions of the project are officially accepted by the Owner through formal action of the City Council for utilization of the project for its intended purpose. The City shall be the sole determiner as to the fulfillment of the work as described.

**ARTICLE III
CONTRACT SUM AND PAYMENT**

The City agrees to pay the Consultant per Task Agreement for completion of the work subject to the provisions herein set. The City Manager has authority to approve change orders.

**ARTICLE IV
CONTRACT PAYMENT**

The City agrees to pay the Consultant for the completed work as follows:

The Consultant shall provide the City with monthly billings for progress payments as the work is completed. Payment will constitute full and complete payment as per individual invoice and within thirty (30) days of completion and acceptance of Consultant's work. The City will be the sole judge as to the sufficiency of the work performed.

Payment shall be made upon receipt of invoices as outlined in **Appendix A**.

**ARTICLE V
INSURANCE REQUIREMENTS**

- A. Consultant shall procure and maintain in effect throughout the duration of this Agreement, and for a period of two (2) years thereafter, insurance coverage in the types and amounts specified below. In the event that additional insurance, not specified herein, is required during the term of this Agreement, Consultant shall supply such insurance, if available, at City's cost.
- a. Commercial General Liability Insurance: with limits of \$2,500,000 per occurrence and \$2,500,000 aggregate, written on an "occurrence" basis. The policy shall be written or endorsed to include the following provisions:
 - i. Severability of Interests Coverage applying to Additional Insureds
 - ii. Contractual Liability
 - iii. Per Project General Aggregate Liability Limit or, where not available, the aggregate limit shall be \$2,500,000
 - iv. Additional Insured Endorsement, ISO form CG20 10 0413 and CG 20 37 0413 or its equivalent

- b. Workers' Compensation Insurance: as required by statute, including Employers Liability with limits of:

- Workers Compensation Statutory
- Employers Liability
- \$100,000 accident
- \$500,000 disease-policy limit
- \$100,000 disease-each employee

- c. Commercial Automobile Liability Insurance: with a limit of \$2,500,000 per accident, covering owned, hired, and non-owned automobiles. Coverage provided shall be written on an "occurrence" basis. The insurance will be written on a Commercial Business Auto form, or an acceptable equivalent, and will protect against claims caused by the operation of motor vehicles, as to acts done in connection with the Agreement, by Professional.
- d. Professional Liability Insurance: with limits Per Claim/Annual Aggregate according to the following schedule:

Professional's Task Agreement Amount	Insurance Limits
Less than \$25,000	\$100,000
\$25,000 or more, but less than \$50,000	\$500,000
\$50,000 or more	\$1,000,000

- B. The policies listed above may not be canceled until after thirty (30) days written notice of cancellation to City, ten (10) days in the event of nonpayment of premium. The Commercial General and Automobile Liability Insurance specified above shall provide that City and its agencies, officials, officers, and employees, while acting within the scope of their authority, will be included as additional insureds for the Services performed under this Agreement. Consultant shall provide to City at execution of this Agreement a certificate of insurance showing all required endorsements and additional insureds. The certificate shall be on the Acord Certificate of Insurance Form.
- C. All insurance coverage must be written by companies that have an A.M. Best's rating of "B+V" or better and are licensed or authorized by the State of Missouri to do business in Missouri.
- D. Regardless of any approval by City, it is the responsibility of Consultant to maintain the required insurance coverage in force at all times; its failure to do so will not relieve it of any contractual obligation or responsibility. In the event of Professional's failure to maintain the required insurance in effect, City may order Consultant to immediately stop work, and upon ten (10) days' notice and an opportunity to cure, may pursue its remedies for breach of this Agreement as provided for herein and by law.

ARTICLE VI RESPONSIBILITIES

The City shall provide all information or services under their control with reasonable promptness and designate a representative to render decisions on behalf of the City and on whose actions and approvals the Consultant may rely.

The Consultant's responsibilities and obligations under this agreement are accepted subject to strikes, outside labor troubles (including strikes or labor troubles affecting vendors or suppliers of Consultant), accidents, transportation delays, floods, fires, or other acts of God, and any other causes of like or different character beyond the control of Consultant. Impossibility of performance by reason of any legislative, executive, or judicial act of any governmental authority shall excuse performance of or delay in performance of this agreement. The City and the Consultant shall agree upon such any delay or cancellation of performance and execute an agreement in writing documenting the excuse of performance or delay in performance of this agreement.

Consultant agrees to provide all services necessary to perform and complete the contract as specified. Consultant further agrees to keep and not change Project Manager and Project Team without notification and consent of the City.

Consultant will supervise and direct the work performed and shall be responsible for his employees. Consultant will also supervise and direct the work performed by Subconsultants and their employees and be responsible for the work performed by Subconsultants hired by the Consultant.

Consultant agrees to obtain and maintain, during the term of this contract, the necessary licenses and permits required by federal, state, county, and municipal governments to perform the services as required by this contract. Consultant shall bear the cost of any permits which he is obligated to secure. Consultant will also use commercially reasonable efforts to contractually require any Subconsultants hired will obtain the necessary licenses and permits as required.

Consultant agrees to comply with all applicable federal, state, county, and municipal laws and regulations, including, but not limited to, affirmative action, equal employment, fair labor standards, and all applicable provisions of the Occupational Safety and Health Act of 1970, as amended. Consultant agrees to use commercially reasonable efforts to contractually require Subconsultants and their employees comply with all applicable laws and regulations aforementioned.

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

In no event will either party be liable to the other for any special, indirect, or consequential damages including, without limitation, damages or losses in the nature of increased Project costs, loss of anticipated revenue or profit, lost production, claims by customers, and/or governmental fines or penalties.

**ARTICLE VII
TERMINATION OF AGREEMENT**

With Cause – If Consultant fails to perform his duties as specified in this contract, the City through its appointed representative, shall notify the Consultant to correct any default under the terms of this contract. Such notification may be made in writing and delivered via regular mail, certified mail, or e-mail. If the Consultant fails to correct any default after notification of such default, the City shall have the right to immediately terminate this agreement by giving the Consultant ten (10) days written notice delivered via regular mail, certified mail, or e-mail.

Without Cause – The City may terminate this agreement at any time by providing sixty (60) days written notice delivered by certified mail to the Consultant. In the event this agreement is terminated, the City may hold as a retainer the amount needed to complete the work in accordance with **Appendix A** specifications.

**ARTICLE VIII
ARBITRATION**

In case of a dispute, the Consultant and the City shall each appoint a representative, who, together, shall select a third-party attorney in good standing and licensed to practice law in Missouri to arbitrate the issue. Resolution of the issue will be binding upon both parties.

**ARTICLE IX
WARRANTY**

Consultant shall within ten (10) days of written notice from the City correct any work found to be defective, incorrect, or not in accordance with **Appendix A** specifications.

Consultant represents that the goods shall be delivered free of the rightful claim of any third person by way of nonpayment on the part of the Consultant for any tools and equipment in use or materials used and consumed on City property in completion of this agreement, and if City receives notice of any claim of such infringement, it shall, within ten [10] days, notify Consultant of such claim. If City fails to forward such notice to Consultant, it shall be deemed to have released Consultant from this obligation as to such claim.

**ARTICLE X
AFFIDAVIT of WORK AUTHORIZATION**

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

* submitting the attached AFFIDAVIT OF WORK AUTHORIZATION and

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

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

**ARTICLE XI
ENTIRE AGREEMENT**

The parties agree that this constitutes the entire agreement and there are no further items or provisions, either oral or otherwise. Consultant agrees that it has not relied upon any representations of Consultant as to prospective performance of the services but has relied upon its own inspection and investigation of the subject matter.

The parties have executed this agreement with the City of Belton the day and year first above written.

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

SEAL)

THE CITY OF BELTON, MISSOURI

By: _____
Jeff Davis, Mayor

Attest: _____
Andrea Cunningham, City Clerk

SEAL)

CONSULTANT'S NAME

By: _____



Title: VICE PRESIDENT

Attest: Mari L. Cowley
Assistant Secretary

APPENDIX A

General Terms and Conditions

A. *Procedures*

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

B. *Contract Period*

Award of this contract is a 5-year period. Performance Appraisals of the Consultant shall be completed on an annual basis concurrently with negotiations of the **Attachment 3: Schedule of Hourly Rates and Expenses**. The Public Works Director is authorized to extend the Agreement for five (5) subsequent one-year periods. The total term of the agreement shall not exceed ten (10) years.

C. *Hold Harmless Clause*

The Consultant shall during the term of the contract including any warranty period indemnify, and hold harmless the City of Belton, its officials, employees, agents, residents, and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights sustained by any person or third-party property damage to the extent caused by Consultant's negligent act or omission or by his employees in performance of services under this Agreement. Consultant is not obligated under this section to indemnify City for the negligent acts of City or any of its agencies, officials, officers, or employees. After final adjudication, should a court determine Consultant was a contributing cause of the damage, then Consultant agrees to reimburse City for reasonable attorney's fees and defense costs incurred by City up to Consultant's respective percentage of fault.

D. *Exemption from Taxes*

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

E. *Employment Discrimination by Consultants Prohibited/Wages/ Information*

During the performance of a contract, the Consultant shall agree that it will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or disabilities except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Consultant; that it will post in conspicuous places, available to employees and applicants for employment, notices setting forth nondiscrimination practices, and that it will state, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, that it is an equal opportunity employer. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient to meet this requirement.

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

F. *Invoicing and Payment*

The Consultant shall submit invoices for services outlined above in the scope of services under **Appendix B: Attachment 1**.

G. *Cancellation*

The City of Belton reserves the right to cancel and terminate this contract and/or task agreement in part or in whole without penalty upon thirty (30) days written notice to the Consultant. Any contract cancellation notice shall not relieve the Consultant of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

H. *Contractual Disputes*

The Consultant shall give written notice to the City of Belton of its intent to file a claim for money or other relief at the time of the occurrence or the beginning of the work upon which the claim is to be based.

The written claim shall be submitted to the City no later than sixty (60) days after final payment. If the claim is not disposed of by agreement, the City of Belton shall reduce their decision to writing and mail or otherwise forward a copy thereof to the Consultant within thirty (30) days of receipt of the claim.

City decision shall be final unless the Consultant appeals within thirty (30) days by submitting a written letter of appeal to the Public Works Director, or his designee. The Public Works Director shall render a decision within sixty (60) days of receipt of the appeal.

I. *Severability*

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

J. *Applicable Laws*

This contract shall be governed in all respects by federal and state laws. All work performed shall be in compliance with all applicable City of Belton codes.

K. *Drug/Crime Free Workplace*

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

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

3. Any crimes committed while on City property

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

L. *Inspection*

At the conclusion of each job order, the Consultant shall demonstrate to the Public Works Director or his authorized representative(s) of the City that the work is fully complete and in compliance with the scope of services. Any deficiencies shall be promptly and permanently corrected by the Consultant at the Consultant's sole expense prior to final acceptance of work, and normal warranties shall be issued at point of final acceptance by the City of Belton.

M. *Escalation of Fees*

The pricing of services contained in the contract for the selected Consultant shall remain in effect for one (1) year. During the yearly appraisal, the Consultant may submit new pricing for the next year.

N. *Permits*

The successful Consultant shall be responsible for obtaining all permits and for incurring all expenses associated with those permits prior to proceeding with the scope of work and services described in this solicitation. Included in these permits will be the Business License required of all vendors doing business within the City limits of Belton (unless otherwise directed by the City Clerk). This permit can be obtained from the office of the City Clerk, 506 Main Street, Belton, Missouri 64012.

O. *Release of Information*

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

P. *Rejection of Bids*

The City reserves the right to reject any and all bids, to waive technical defects in the bid, and to select the bid deemed most advantageous to the City.

Q. *Affidavit of Work Authorization and Documentation:*

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

* submitting the attached AFFIDAVIT OF WORK AUTHORIZATION and

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

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

R. The Consultant shall deliver all work products to the City that may include but not limited to right-of-way easements, preliminary and final plans, surveys, as-builts, and project files without restriction or limitation of use.

APPENDIX B

On-Call Professional Services Contract Attachments

Attachment 1 – Generic Task Agreement

Attachment 2 – Professional Services Performance Appraisal

Attachment 3 – Schedule of Hourly Rates and Expenses

Attachment 4 – Standard Certificate of Insurance Form

Attachment 5 – Affidavit of Work Authorization

ATTACHMENT 1



PUBLIC WORKS City of Belton – Public Works Task Agreement

Contract:

Ordinance or Resolution:	Task Agreement No:	Funding Amount: Date of Schedule of Hourly Rates and Expenses: Purchase Order No:
--------------------------	--------------------	---

Project Title:

Contractor/Consultant (including subs):	Division and Staff Project Manager:
---	-------------------------------------

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

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

Staff Signatures		Partner Signatures	
Director of Public Works: Greg Rokos	City Manager: Alexa Barton	Project Manager:	Company Principal (if different):
Signature: _____ Date: _____	Signature: _____ Date: _____	Signature: _____ Date: _____	Signature: _____ Date: _____

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

Report(s) Received:

Work on File:

This Task Agreement is subject to all the provisions included in the On-Call Professional Services Agreement effective on the _____ day of _____, 20_____.

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

ATTACHMENT 2

Professional Services Performance Appraisal

The following is a summary of scope or work-related information and a list of values and performance measures that the City believes important to the relationship between community, staff, and consultants. These measures will be utilized annually to initiate discussion for improvement necessary to provide great service to the community. It may also be the basis for termination of existing contracts if deemed in the best interest of the City.

Consultant: _____ Date: _____

What type of activities was this consultant responsible for? (circle all that apply)

Design	Construction	Property Acquisition	Conceptual Problem Solving	Surveying
Transportation	Planning	Water	Wastewater	Stormwater

Was the work completed on schedule, according to scope and under budget? If not, why? Was it due to the service provider and how?

On a scale of 1 – 5, 5 being the best, rate the following and provide comments for each.

Quality of work:

Comments:

Responsiveness:

Comments:

Customer Service (community):

Comments:

Communication:

Comments:

Cooperation with Others:

Comments:

Creativity/Innovation:

Comments:

Overall Performance:

ATTACHMENT 3

Schedule of Hourly Rates and Expenses

To be provided by selected Consultant and incorporated into Contract

Do not submit a Schedule of Hourly Rates and Expenses as part of the RFQ Proposal.



Certificate of Insurance

ATTACHMENT 4

Public Works Department
506 Main Street
Belton, Missouri 64012

NAME AND ADDRESS OF AGENCY	COMPANIES AFFORDING COVERAGES	
	COMPANY LETTER	A
NAME AND ADDRESS OF INSURED	COMPANY LETTER	B
	COMPANY LETTER	C
	COMPANY LETTER	D
	COMPANY LETTER	E

This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time.

COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATES	Limits of Liability in Thousands (000)		
					EACH OCCURRENCE	AGGREGATE
	General Liability <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Premises --Operations <input checked="" type="checkbox"/> Explosions and Collapse Hazard <input checked="" type="checkbox"/> Underground Hazard <input checked="" type="checkbox"/> Products/Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury			Bodily Injury Property Damage	\$	\$
	Auto Liability <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-Owned			Bodily Injury (Each Person) Bodily Injury (Each Occurrence) Property Damage Bodily Injury and Property Damage Combined	\$	
	Excess Liability <input checked="" type="checkbox"/> Umbrella Form <input checked="" type="checkbox"/> Other than Umbrella Form			Bodily Injury and Property Damage Combined	\$	\$
	Worker's Compensation and Employers' Liability Other			Statutory	\$	(Each Accident)

The City of Belton, Missouri is named as an Additional Insured.

Location:	Description of Operations:
-----------	----------------------------

Cancellation: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will mail _____ days written notice to the below named certificate holder.

NAME AND ADDRESS OF CERTIFICATE HOLDER:
 City of Belton, Missouri
 Public Works Department
 506 Main Street
 Belton, Missouri 64012

Date Issued: _____

 Authorized Representative

ATTACHMENT 5

AFFIDAVIT OF WORK AUTHORIZATION

(as required by Section 285.530, Revised Statutes of Missouri)

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

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

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

KNOWINGLY: A person acts knowingly or with knowledge,
(a) with respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or
(b) with respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result.

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

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

Name/Consultant:
Ron Coker, Sr. Vice President

Company: Burns & McDonnell Engineering Company, Inc.

Address: 9400 Ward Parkway, Kansas City, MO 64114

- 1 I am of sound mind and capable of signing this Affidavit and am personally acquainted with the facts stated herein.
- 2 Consultant is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and the City of Belton.
- 3 Consultant does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.
- 4 Attached hereto is documentation affirming Consultant's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

Company Name

Burns & McDonnell Engineering Company, Inc.

Signature

Name: Ron Coker

Title: Sr. Vice President

Subscribed and sworn to before me this 15 day of June, 2020

STATE OF Missouri COUNTY OF Jackson

Notary Public: Sheri L. Lutt



SHERI L. LUTT
My Commission Expires
September 10, 2021
Jackson County
Commission #13524957

My Commission Expires: 9-10-2021

PLEASE NOTE: Acceptable enrollment and participation documentation consists of the following two (2) pages of the E-Verify Memorandum of Understanding:

- 1 A valid, completed copy of the first page identifying the Consultant; and
- 2 A valid copy of the signature page completed and signed by the Consultant, the Social Security Administration, and the Department of Homeland Security - Verification Division.

SECTION IX

F

AN ORDINANCE AMENDING SECTIONS 1-5; 28-8; 30-6; AND 30-9 OF THE UNIFIED DEVELOPMENT CODE TO ADVANCE NEW REGULATIONS, ADDRESS CONFLICTS, AND REVISE WORDING TO PROVIDE LANGUAGE THAT IS EASIER TO UNDERSTAND FOR ALL USERS OF THE CODE.

WHEREAS, the City of Belton adopted the Unified Development Code (“UDC”) December 13, 2011; and

WHEREAS, from time to time, the UDC may be amended, supplemented, modified, or repealed by the City Council; and

WHEREAS, the City Attorney and the Director of Planning and Building reviewed Chapters 1, 28, and 30 of the UDC and determined these sections required amendments and updates; and

WHEREAS, after public notice was given in the manner prescribed by law, the Planning Commission held a public hearing on Monday, November 2, 2020, and voted 7-0 to recommend approval to the City Council to amend certain sections of the UDC as stated below; and

WHEREAS, Chapters 1, 28, and 30 have been amended to reflect changes and additions and to provide consistency with new regulations; and

WHEREAS, the City Council believes these amendments and updates to the UDC are in the best interest of the citizens of the City of Belton.

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

Section 1. That Chapter 1 - General Provisions, Section 1-5 – General Definitions of the Belton Unified Development Code is hereby amended with the **additions in bold print** to list two new definitions alphabetically as follows:

Section 1-5. – General definitions

Murals:

Any painting, fresco, decoration, vinyl application, mosaic or similar art form intended for décor/commemoration applied to the wall or side of a building or structure.

Abandoned Sign:

A sign that depicts or refers to a product, business, service, activity, condition or occupation which has changed in such manner that the sign is no longer properly or appropriately identifies or describes said

product, business, service, activity, condition or occupation, which no longer exists at the location referred to in the sign, or no longer exists or operates at any location.

Section 2. That Chapter 28 – Performance Standards, Section 28-8 (f) – Fences – Commercial and Industrial Districts of the Belton Unified Development Code is hereby amended and revised with the **additions in bold print** as follows:

Section 28-8. (f) – Fences, Commercial and Industrial Districts:

(f) *Commercial and industrial districts.*

(1) In commercial, business and industrial districts, the following standards apply:

<i>Type</i>	<i>Maximum Height</i>	<i>Permitted Location</i>
Privacy fences, walls or hedges	6 feet	In the side and rear yard provided no portion extends closer to the front property line than the front corner of the structure
Chain-link fences	6 feet	In the side and rear yard provided no portion extends closer to the front property line than the front corner of the structure
Security fences	8 feet	In industrially zoned districts only. No portion may extend closer to the front property line than the front corner of the structure.
Decorative metal security fences	6 feet	In Commercial and Industrial districts properties larger than 10-acres may have security fences in front of the front corner of the structure
Decorative fences	4 feet	On any portion of the lot
Decorative fences	6 feet	In the side and rear yard provided no portion extends closer to the front property line than the front corner of the structure
Barbed wire	n/a	Along the top portion of fence with no

		point closer than 8 feet to the ground
Electric fencing (above ground)	n/a	Prohibited

Section 3. That Chapter 30 – Signs, Section 30-6 – Prohibited Signs of the Belton Unified Development Code is hereby amended and revised with the **additions in bold print** and deletions with ~~strike-through~~ notation as follows:

Section 30-6. – Prohibited Signs

The following signs are prohibited:

- (1) Snipe signs;
- (2) Vehicle signs;
- (3) Portable signs;
- (4) Any sign or other advertising structure displaying any obscene, indecent or immoral matter;
- (5) Any sign that obstructs or is attached to a fire escape;
- (6) Any sign that obstructs a window, door, opening required for legal ventilation, or any other opening; or prevents free passage from one part of the roof to another;
- (7) Attention-attracting devices, electrical signs, displays or illuminated signs that may impair night vision, are a hazard to traffic or interfere with or conflict with traffic signals, whether inside or outside the building;
- (8) All signs in the public right-of-way or on public property, whether permanent or temporary, except signs installed by a government entity;
- (9) New pole signs; ~~and~~
- (10) Roof signs; **and**
- (11) Abandoned signs**

Section 4. That Chapter 30 – Signs, Section 30-9 (1) – Additional Standards for Specific Sign Types – Political Signs of the Belton Unified Development Code is hereby amended and revised with the **additions in bold print** and deletions with ~~strike-through~~ notation as follows:

Section 30-9. (1) – Political signs

Political signs may be erected on private property as follows:

- (1) One political sign per candidate or ballot issue is permitted per street frontage on a lot with permission of the property owner.
- ~~(2) Political signs shall not be erected more than 30 days prior to the election and shall be removed within seven days following the election.~~
- (2) (3)** The maximum size of any political sign shall be 32 square feet in a commercial or industrial zoning district.

~~(3)~~ ~~(4)~~ The maximum size of any political sign shall be six square feet in a residential zoning district.

~~(4)~~ ~~(5)~~ No political sign shall be installed within the right-of-way.

Section 5. That Chapter 30 – Signs, Section 30-9 (r) – Additional Standards for Specific Sign Types – Maintenance of the Belton Unified Development Code is hereby amended and revised with the **additions in bold print** as follows:

Section 30-9. (r) – Maintenance

(1) All signs, together with all their supports, braces, guys and anchors, must be kept in good repair and shall maintain a clean appearance and be in a safe condition.

(2) Any sign that is broken, has peeling paint, intermittent lighting, visible rust, or is not maintained in an upright and plumb fashion shall be subject to the enforcement provisions.

(3) After any business has abandoned its location or tenant space, the owner, agent or person having beneficial use of the building, structure or lot where such business was located shall remove all signs relating to such business.

Section 6. That Chapter 30 – Signs, Section 30-9 – Additional Standards for Specific Sign Types of the Belton Unified Development Code is hereby amended and revised with the **additions in bold print** as follows:

Sec. 30-9. (t) – Murals

Murals may be painted on walls, fences or structures in the area defined as the Old Town Belton Overlay District, provided the design is permitted by the property owner and subject to approval of a sign permit:

(1) Murals deemed advertising signs, billboards or graffiti are not encouraged.

(2) Murals shall not imitate or appear to imitate any official traffic sign or device which appears to regulate or direct the movement of traffic or which interferes with the proper operation of any traffic sign or signal, or which obstructs or physically interferes with a motor vehicle operator’s view of approaching, merging, or intersecting traffic.

(3) Murals shall not contain vulgar, obscene or offensive material, including offensive material of a sexual nature. This includes material that when taken as a whole: (a) applying contemporary community standards, its predominant appeal is to prurient interest in sex; and (b) the average person, applying contemporary community standards, would find the material depicts or describes sexual conduct in a way patently offensive way; and (c) a reasonable person would find the material lacks serious literary, artistic, political or scientific value.

(4) Murals shall be kept in good condition and preserved in the manner in which they were originally created.

Section 7. That this Ordinance shall be in full force and effect from and after the date of its passage and approval.

Section 8. All ordinances or parts of ordinances in conflict with the provisions are hereby repealed.

READ FOR THE FIRST TIME: December 8, 2020

READ FOR THE SECOND TIME AND PASSED:

Mayor Jeff Davis

Approved this ____ day of _____, 2020.

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 _____, 2020, and thereafter adopted as Ordinance No. 2020-____ of the City of Belton, Missouri, at a meeting of the City Council held on the ____day of _____, 2020, 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: December 8, 2020

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

ISSUE/RECOMMENDATION:

Consideration of Text amendments to the Unified Development Code to Chapter 1 – General Provisions, Section 1-5 – Definitions; Chapter 28 – Performance Standards, Section 28-8 (f) – Fences; Chapter 30 – Signs, Section 30-6 – Prohibited Signs; Chapter 30 – Signs, Section 30-9 (l) – Political Signs; and Chapter 30 – Signs, Section 30-9 – Additional Standards for Specific Sign Types.

BACKGROUND:

From time-to-time, amendments are proposed to the Unified Development Code (UDC), to advance new regulations and land-use techniques, as well as address conflicts and revise wording to help with administrative situations that may arise. This set of proposed text amendments are intended to eliminate inconsistencies in the Unified Development Code and provide language that is easier to understand for all users of the code. The amendments will also help with code enforcement interpretations and actions.

PLANNING COMMISSION RECOMMENDATION:

The Planning Commission convened a public hearing on November 2, 2020. At the conclusion of the public hearing, the Planning Commission recommended approval of the proposed amendments to the Unified Development Code. The Planning Commission vote was 7 to 0 in support of the amendments.

LIST OF REFERENCE DOCUMENTS ATTACHED:

1. Text Amendments Spreadsheet



UDC Amendments 11/24/2020 City Council

<u>Sec #</u>	<u>Existing Provision</u>	<u>Proposed Amendment</u>	<u>Recommended Action</u>
Section 1-5: General Definitions	Create new definition to help with enforcement activities:	<i>Abandoned Sign-</i> A sign that depicts or refers to a product, business, service, activity, condition or occupation which has changed in such a manner that the sign no longer properly or appropriately identifies or describes said product, business, service, activity, condition or occupation which no longer exists at the location referred to in the sign, or no longer exists or operates at any location.	New Definition
Section 30-6: Prohibited Signs	<u>The following signs are prohibited:</u> (1) Snipe signs; (2) Vehicle signs; (3) Portable signs; (4) Any sign or other advertising structure displaying any obscene, indecent or immoral matter; (5) Any sign that obstructs or is attached to a fire escape; (6) Any sign that obstructs a window, door, opening required for legal ventilation, or any other opening; or prevents free passage from one part of the roof to another; (7) Attention-attracting devices, electrical signs, displays or illuminated signs that may impair night vision, are a hazard to traffic or interfere with or conflict with traffic signals, whether inside or outside the building; (8) All signs in the public right-of-way or on public property, whether permanent or temporary, except signs installed by a government entity; (9) New pole signs; and (10) Roof signs.	<u>The following signs are prohibited:</u> (1) Snipe signs; (2) Vehicle signs; (3) Portable signs; (4) Any sign or other advertising structure displaying any obscene, indecent or immoral matter; (5) Any sign that obstructs or is attached to a fire escape; (6) Any sign that obstructs a window, door, opening required for legal ventilation, or any other opening; or prevents free passage from one part of the roof to another; (7) Attention-attracting devices, electrical signs, displays or illuminated signs that may impair night vision, are a hazard to traffic or interfere with or conflict with traffic signals, whether inside or outside the building; (8) All signs in the public right-of-way or on public property, whether permanent or temporary, except signs installed by a government entity; (9) New pole signs; (10) Roof signs; and (11) Abandoned signs.	Text amendment to list abandoned signs as prohibited signs

Section 30-9(r): Maintenance	(r) Maintenance. (1) All signs, together with all their supports, braces, guys and anchors, must be kept in good repair and shall maintain a clean appearance and be in a safe condition. (2) Any sign that is broken, has peeling paint, intermittent lighting, visible rust, or is not maintained in an upright and plumb fashion shall be subject to the enforcement provisions.	(r) Maintenance. (1) All signs, together with all their supports, braces, guys and anchors, must be kept in good repair and shall maintain a clean appearance and be in a safe condition. (2) Any sign that is broken, has peeling paint, intermittent lighting, visible rust, or is not maintained in an upright and plumb fashion shall be subject to the enforcement provisions. (3) After any business has abandoned its location or tenant space, the owner, agent, or person having beneficial use of the building, structure, or lot where such business was located; shall remove all signs relating to such business.	Text amendment to specify removal procedures
Section 30-9(l): Political Signs	(l) Political signs. Political signs may be erected on private property as follows: (1) One political sign per candidate or ballot issue is permitted per street frontage on a lot with permission of the property owner. (2) Political signs shall not be erected more than 30 days prior to the election and shall be removed within seven days following the election. (3) The maximum size of any political sign shall be 32 square feet in a commercial or industrial zoning district. (4) The maximum size of any political sign shall be six square feet in a residential zoning district. (5) No political sign shall be installed within the right-of-way. <u>Remove subsection (2) in its entirety and renumber the remaining provisions.</u>	(l) Political signs. Political signs may be erected on private property as follows: (1) One political sign per candidate or ballot issue is permitted per street frontage on a lot with permission of the property owner. (2) The maximum size of any political sign shall be 32 square feet in a commercial or industrial zoning district. (3) The maximum size of any political sign shall be six square feet in a residential zoning district. (4) No political sign shall be installed within the right-of-way.	Text amendment to remove time limitations on political signs
Section 1-5: General Definitions	Create new definition for “murals” as permitted wall signs- Presently, the definition of “signs” includes <i>paintings</i> . As such, paintings are signs and are limited to 10 percent of a wall area. <u>There has been interest in the community to allow painted murals on walls in downtown.</u>	Mural: Any painting, fresco, decoration, vinyl application, mosaic or similar art form intended for décor/commemoration, applied to the wall or side of a building or structure.	New Definition

<p>Section 30-9: Additional Standards for Specific Sign Types</p>	<p>Add standard (t) to create Standards for murals in Section 30-9:</p>	<p>Section 30-9(t): Murals may be painted on walls, fences, or structures in the area defined as the Old Town Belton Overlay District—provided the design is permitted by the property owner and subject to the approval of a sign permit. (1) Murals deemed advertising signs, billboards or graffiti are not encouraged. (2) Murals shall not imitate or appear to imitate any official traffic sign or device which appears to regulate or direct the movement of traffic or which interferes with the proper operation of any traffic sign or signal, or which obstructs or physically interferes with a motor vehicle operator’s view of approaching, merging, or intersecting traffic. (3) Murals shall not contain vulgar, obscene or offensive material including offensive material of a sexual nature. This includes material that when taken as a whole: (a) Applying contemporary community standards, its predominant appeal is to prurient interest in sex; and (b) the average person, applying contemporary standards, would find the material depicts or describes sexual conduct in a patently offensive way; and (c) a reasonable person would find the material lacks serious literary, artistic, political or scientific value. (4) Murals shall be kept in good condition and preserved in the manner in which they were originally created.</p>	<p>Text amendment to create and specify standards for murals</p>			
<p>Section 28-8(f): Fences - Commercial and Industrial Districts</p>	<p>Amend part of Section 28-8(f) – Table of Fence Regulations to create a new line item for decorative metal security fences for properties larger than 10-acres within commercial and industrial districts:</p>	<p>Section 28-8(f) – Table of Fence Regulations:</p> <table border="1" data-bbox="955 1036 1644 1385"> <tr> <td data-bbox="955 1036 1123 1385"> <p>Decorative Metal Security Fences</p> </td> <td data-bbox="1123 1036 1287 1385"> <p>6 feet max height</p> </td> <td data-bbox="1287 1036 1644 1385"> <p>In Commercial and Industrial districts, properties larger than 10-acres may have security fences in front of the front corner of the structure</p> </td> </tr> </table>	<p>Decorative Metal Security Fences</p>	<p>6 feet max height</p>	<p>In Commercial and Industrial districts, properties larger than 10-acres may have security fences in front of the front corner of the structure</p>	<p>Text amendment to allow for security fencing in front of the front line of a building for commercial and industrial properties that are larger than 10-acres</p>
<p>Decorative Metal Security Fences</p>	<p>6 feet max height</p>	<p>In Commercial and Industrial districts, properties larger than 10-acres may have security fences in front of the front corner of the structure</p>				