



**Agenda of the Belton City Council
Work Session & Regular Meeting
January 14, 2020 – 6:00 p.m.
City Hall Annex
520 Main Street, Belton, Missouri**

- I. CALL WORK SESSION TO ORDER
- II. ITEMS FOR REVIEW AND DISCUSSION
 - A. FY2021 Budget Work Session - Proprietary Fund Budgets
 - 1. Wastewater
 - 2. Water
 - 3. Solid Waste Disposal
 - 4. Golf Course
- III. ADJOURN WORK SESSION
- IV. CALL REGULAR MEETING TO ORDER
- V. PLEDGE OF ALLEGIANCE – Councilmember Trutzel
- VI. ROLL CALL
- VII. 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 December 10, 2019, City Council Regular Meeting and December 13, 2019, Special Meeting.**

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- B. **Motion authorizing the sale of unredeemed personal property seized under authority provided by Municipal Code Section 14-7 by Mayo Auction & Realty.**

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

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- D. **Motion approving the purchase of 3 (2020) Ford Utility vehicles in the amount of \$133,328.00 for the Belton Police Department.**

This purchase is within budget for FY2020.

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- E. **Motion approving Resolution R2020-01**

A resolution approving Amendment No. 1 to Task Agreement No. 2019-1 with CDM Smith in a not-to-exceed amount of \$78,465.00 for a total amount of \$139,490.00 to add conceptual design development for the Hawthorne Drive and Redbud Lane stormwater improvements project to the Buena Vista stormwater improvements project.

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VIII. PERSONAL APPEARANCES

- A. Presentation of awards to Emergency Management personnel.

Recess for a reception for all present

IX. ORDINANCES

- A. Motion approving the first reading of Bill No. 2019-58

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

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- B. Motion approving the first reading of Bill No. 2020-01

An ordinance approving a Special Use Permit to allow a Tattoo Establishment at 230-A East North Avenue, Belton, Cass County, Missouri.

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- C. Motion approving the first reading of Bill No. 2020-02

An ordinance approving the City of Belton, Missouri to approve the Maintenance and Service Agreement with Stryker Corporation to provide maintenance and service to the department's power load systems, power cots, and stair chair.

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- D. Motion approving the first reading of Bill No. 2020-03

An ordinance determining and declaring the necessity of acquiring for public use temporary construction easements, permanent utility easements, permanent drainage easements, and right-of-way acquisition for the construction and maintenance of road improvements related to the Mullen Road and North Cass Parkway Project generally located in the City of Belton, Cass County, Missouri; authorizing the City and its designees to negotiate for the purpose of acquiring the easements and property acquisition by contract or condemnation; and authorizing the City Attorney and his designees to institute condemnation proceedings if such interests in land that cannot be acquired by purchase through good faith negotiations.

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X. RESOLUTIONS

- A. Motion approving Resolution R2020-02

A resolution authorizing the offering for sale of sewerage system refunding revenue bonds for the benefit of the City of Belton, Missouri.

The 2010 Sewer Bonds are eligible to be refunded. Bond yields have decreased and refunding these bonds and issuing new bonds is estimated to result in approximately \$500,000 of interest savings over the term of the bonds, and an estimated net present value benefit of approximately \$450,000. Both readings of the Bond Ordinance will be presented to Council for approval on February 25, 2020.

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XI. CITY COUNCIL LIAISON REPORTS

XII. MAYORS COMMUNICATIONS

XIII. CITY MANAGER'S REPORT

January/February 2020 meetings

1/28 work session & regular meeting – 6:00 p.m.

2/11 work session & regular meeting – 6:00 p.m.

2/25 work session & regular meeting – 6:00 p.m.

XIV. OTHER BUSINESS

- XV. 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 Legal Actions, according to Missouri Statute 610.021.1, and to discuss matters pertaining to negotiated contracts, according to Missouri Statute 610.021.12, and to the hiring, firing, disciplining or promotion of personnel, according to Missouri Statute 610.021.3 and that the record be closed, and the meeting adjourned from there.

SECTION VII

A

**Minutes of the Belton City Council
Work Session & Regular Meeting
December 10, 2019
City Hall Annex
520 Main Street, Belton, Missouri**

Mayor Davis called the Regular Meeting to order at 6:00 p.m.

Councilmember Peek lead the Pledge of Allegiance to the Flag.

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

Staff present: Alexa Barton, City Manager; Padraic Corcoran, Attorney; and Donna Greener, Deputy City Clerk

PERSONAL APPEARANCES

Donna Greener, Deputy City Clerk, administered the Oath of Office to two new employees of the Fire Department, James Schubert and Riley Wiegers.

Brian Welborn, Park Director, and Terry Ward, Park Board President, recognized Steve Polen & Heather Wolverton for bravery shown at High Blue Wellness Center on November 26, 2019.

Mayor Davis adjourned the regular meeting at 6:11 p.m., and the City Council recessed for a reception for all present.

Mayor Davis called the work session to order at 6:23 p.m.

Don Tyler, Water Services Manager gave a presentation on the City's water infrastructure and the proposed cost and methods to upgrade the system.

As requested by Councilmember Davidson at the previous meeting, the City Council discussed the implementation of a Rental Inspection Program. Councilmember Savage asked Padraic Corcoran, Attorney, if the Council was discussing failed Bill 2019-54. Mr. Corcoran clarified that since Bill 2019-54 failed, this discussion was not regarding that proposed Bill. There was a consensus to discuss this issue again at a future work session.

Being no further business, Mayor Davis adjourned the work session at 7:45 p.m. and called the regular meeting back to order.

CONSENT AGENDA

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

- approving the minutes of the November 26, 2019, City Council Regular Meeting.
- authorizing the sale of surplus city inventory/personal property by Mayo Auction & Realty.
- approving a bid from Dayco Painting to paint the Police Department building in the amount of \$11,521.00.

- approving Resolution R2019-103: **A resolution appointing Bryan Murdock to the Municipal Park Board.**

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

ORDINANCES

Donna Greener, Deputy City Clerk gave the final reading of Bill No. 2019-60: **An ordinance of the City of Belton, Missouri approving the Agency Participation Agreement among the Mid-America Regional Council (MARC), Traffic Technology Services, Inc. (TTS), and the City of Belton, Missouri in conjunction with the Data Authorization Agreement between MARC and TTS to provide real time traffic data at \$0.00 cost to the City.** Presented by Councilmember Trutzel, seconded by Councilmember Peek. Vote on the final reading was recorded:

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

Noes: 0

Absent: 0

Bill No. 2019-60 was declared passed and in full force and effect as **Ordinance No. 2019-4545**, subject to Mayoral veto.

Ms. Greener gave the final reading of Bill No. 2019-61: **An ordinance approving a Fire Protection Agreement between the City of Belton and the Mount Pleasant Fire Protection District.** Presented by Councilmember Lathrop, seconded by Councilmember Peek. Alexa Barton, City Manager, said there were two nonsubstantive changes in the agreement since the first reading. Vote on the final reading was recorded:

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

Noes: 0

Absent: 0

Bill No. 2019-61 was declared passed and in full force and effect as **Ordinance No. 2019-4546**, subject to Mayoral veto.

Ms. Greener read Bill No. 2019-62: **An ordinance determining and declaring the necessity of acquiring for public use temporary construction and permanent utility easements for the construction and maintenance of stormwater system improvements related to the repair and upgrade of two storm water culverts under East Cambridge Road generally located in Section 13, Township 46 North, Range 33 West, all in the City of Belton, Cass County, Missouri; authorizing the city and its designees to negotiate for the purpose of acquiring the easement by contract of condemnation; and authorizing the City Attorney and his designees to institute condemnation proceedings if such interests in land cannot be acquired by purchase through good faith negotiations.** Presented by Councilmember Trutzel, seconded by Councilmember Peek. Vote on the first reading was recorded with all voting in favor. First reading passed. **Councilmember Trutzel moved to hear the final reading.** Councilmember Finn seconded. Vote to hear the final reading was recorded with all voting in favor. Motion passed. The final reading was read. Presented by Councilmember Trutzel, seconded by Councilmember Finn. Vote on the final reading was recorded:

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

Noes: 0

Absent: 0

Bill No. 2019-62 was declared passed and in full force and effect as **Ordinance No. 2019-4547**, subject to Mayoral veto.

CITY COUNCIL LIAISON REPORTS

Councilmember Davidson gave a Park report.

- December 14, Kid's Night Out, at High Blue Wellness
- Tiny Tots Basketball signups at High Blue Wellness

MAYOR'S COMMUNICATIONS

- Chamber awards were given on December 10.
- Fire Department awards will be on December 18, 6:00 p.m., Memorial Station.
- Main Street Theater is still performing "Sorry, Wrong Chimney."
- Mayor's Christmas Tree Lighting raised \$12,000 for Belton Welfare Association.

CITY MANAGER'S REPORT

December 2019/January 2020 meetings

12/24 work session & regular meeting – Canceled

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

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

Ms. Barton thanked Michael Christopher, Interim Public Works Director, for his service to the City of Belton. His last day is December 13, 2019.

OTHER BUSINESS

At 8:01 p.m. Councilmember Clark moved to enter Executive Session to discuss matters pertaining to negotiated contracts, according to Missouri Statute 610.021.12; and Legal Actions, according to Missouri Statute 610.021.1, and that the record be closed, and the meeting adjourn from there. Councilmember Finn seconded. The following vote was recorded.

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

Noes: 0

Absent: 0

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

Donna Greener, Deputy City Clerk

Mayor Jeff Davis

**Minutes of the Belton City Council
Special Meeting
December 13, 2019
City Hall Annex
520 Main Street, Belton, Missouri**

Mayor Davis called the special meeting to order at 5:31 p.m.

Mayor Davis led the Pledge of Allegiance to the Flag.

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

Councilmembers absent: Stephanie Davidson (arrived at 5:43 p.m.), Tim Savage

Staff present: Alexa Barton, City Manager; Padraic Corcoran, Attorney

Councilmember Trutzel moved to enter Executive Session to discuss matters pertaining to the leasing, purchase or sale of real estate, according to Missouri Statute 610.021.2, and that the record be closed. Seconded by Councilmember Finn. The following vote was recorded:

Ayes: 7 Peek, Clark, Finn, VanWinkle, Trutzel, Lathrop, Mayor Davis

Noes: 0

Absent: 2 Davidson, Savage

The Council returned from Executive Session at 5:49 p.m.

Being no further business, Councilmember Clark moved to adjourn at 5:49 p.m. Councilmember Finn seconded. All present voted in favor. Meeting adjourned.

Andrea Cunningham, City Clerk

Jeff Davis, Mayor

SECTION VII

B

Mayo Auction

1/14/2020

Seized Items from the Code Enforcement Department

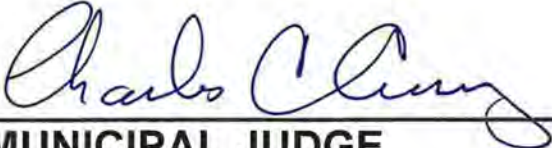
2018 Tao Tao scooter (50CC model) – orange, < 1 mile. Date of Manufacture: 7/2018	VIN: L9NTCBAE6J1016288
Briggs & Stratton 300E Series push mower (20" cut)	Product #96114003500, Serial #031919M456970, Model #HT18-094-032-01
Craftsman/Briggs & Stratton 550 Series Silver Edition push mower (21" cut)	Serial #051409M 018398, Model #917.388201
Huffy Cranbrook yellow bicycle	
Western Flyer white bicycle	
42x30x29 wire animal kennel	
32x10x10 wire animal trap	
6' A-frame fiberglass ladder	
20' aluminum extension ladder	

SECTION VII

C

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

COURT DATES: 11/6/19; 11/13/19; 11/20/19; 11/27/19

	12/3/19
MUNICIPAL JUDGE	DATE

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

_____	_____
CITY CLERK	DATE



Payment Plan Reports

Belton Municipal Division

Monday, December 2, 2019 12:02 PM

PP collected

Payment Detail Listing By Payment Plan Number From 11/01/2019 - 11/30/2019

PP#	Defendant Name	Trans. Date	Trans. Number	Receipt #	Citation#-Viol.	Amount Paid	C	A
PP0000208	FISH, JASON A	11/07/2019	484480		121166684-1	\$15.00 AB	✓	✓
PP0000208 Totals:						\$15.00		
PP0000446	FANTROY JR, QUENTIN	11/04/2019	484089		121154690-1	\$15.00 AB	✓	✓
		11/04/2019	484090		121154690-1	\$30.00 AB	✓	✓
PP0000446 Totals:						\$45.00		
PP0000826	JOHNSON, DUSTIN W	11/15/2019	484945	R00054877	160754103-1	\$50.00 PY	✓	✓
PP0000826 Totals:						\$50.00		
PP0001110	CROSBY, JACOB NEIL	11/07/2019	484385	R00054759	121165604-1	\$25.00 PY	✓	✓
PP0001110 Totals:						\$25.00		
PP0001237	PORTER, AARON LEE	11/04/2019	484111		140803613-1	\$15.00 AB	✓	✓
		11/04/2019	484112		140803614-1	\$15.00 AB	✓	✓
PP0001237 Totals:						\$30.00		
PP0001241	BRUBECK, JASON MARIO	11/13/2019	484748	R00054825	160754370-1	\$25.00 PY	✓	✓
PP0001241 Totals:						\$25.00		
PP0001317	BASINSKI, TAYLOR MATTHEW	11/15/2019	484878	R00054847	140804344-1	\$10.00 PY	✓	✓
PP0001317 Totals:						\$10.00		
PP0001370	BOSCH, HEATHER MICHELLE	11/01/2019	483991	R00054635	121166620-1	\$68.00 PY	✓	
PP0001370 Totals:						\$68.00		
PP0001436	WARBINGTON, JOSEPH HENRY	11/29/2019	485584	R00055077	160758475-1	\$30.00 PY	✓	✓
PP0001436 Totals:						\$30.00		
PP0001457	CORBIN, SHYANNE C	11/15/2019	484944	R00054876	160753150-1	\$10.00 PY	✓	✓
PP0001457 Totals:						\$10.00		
PP0001671	KELLEY, DOMINIQUE JANAE	11/04/2019	484081	R00054653	140804944-1	\$278.00 PY	✓	
					160753574-1			
PP0001671 Totals:						\$278.00		
PP0001737	BALDUCCI, TRENTON L	11/19/2019	485063	R00054910	160754462-1	\$160.00 PY		
PP0001737 Totals:						\$160.00		
PP0001757	DEWOLF, ERIC EDWARD	11/05/2019	484191	R00054693	140801828-1	\$98.00 PY	✓	
PP0001757 Totals:						\$98.00		
PP0001776	LAWSON, SHAYLA MARIE	11/27/2019	485578		140802714-1	\$5.00 AB	✓	✓
PP0001776 Totals:						\$5.00		
PP0001804	LEWIS, DAYMOND K L	11/27/2019	485572		160755195-1	\$30.00 AB		
		11/27/2019	485573		160755196-1	\$30.00 AB		
PP0001804 Totals:						\$60.00		
PP0001808	SMOKE, KENDALL	11/20/2019	485140	R00054942	160754816-1	\$200.00 PY	✓	✓
					160762268-1			
PP0001808 Totals:						\$200.00		
PP0001867	ROBBINS, BRADLEY MICHAEL	11/05/2019	484213	R00054712	160758780-1	\$20.00 PY	✓	✓
PP0001867 Totals:						\$20.00		
PP0001896	SMITH, KORNELL LEVI	11/13/2019	484718	R00054807	160755369-1	\$100.00 PY	✓	✓
					160754872-1			
PP0001896 Totals:						\$100.00		
PP0001915	FROMENT, SHARI DAWN	11/04/2019	484135	R00054677	140801825-1	\$15.00 PY	✓	✓
PP0001915 Totals:						\$15.00		
PP0001980	BERRY, LEIGHANN KATHRYN	11/18/2019	485009	R00054890	160759911-1	\$30.00 PY	✓	✓
PP0001980 Totals:						\$30.00		
PP0001981	GALLOWAY, BRANDON LAWRENCE	11/07/2019	484484		140795111-1	\$60.00 AB	✓	✓

* Indicates an overpayment was made on the Payment Plan

PP0001981	GALLOWAY, BRANDON LAWRENCE	11/07/2019	484487		140795111-1	\$30.00 AB ✓ ✓
PP0001981 Totals:						\$90.00
PP0002062	CROSSLEY, DAKOTA BRADLY	11/02/2019	484029	R00054646	160755014-1	\$20.00 PY ✓ ✓
PP0002062 Totals:						\$20.00
PP0002136	BREECE, TRACY LYNN	11/04/2019	484078	R00054650	160757665-1	\$20.00 PY ✓ ✓
PP0002136 Totals:						\$20.00
PP0002190	COLE, NANCY MARIE	11/13/2019	484784		160758783-1	\$15.00 AB ✓ ✓
		11/13/2019	484786		160758783-1	\$15.00 AB ✓ ✓
PP0002190 Totals:						\$30.00
PP0002237	BREITWEISER, ANGELIC MARIA	11/04/2019	484154	R00054688	160755024-1	\$20.00 PY ✓ ✓
PP0002237 Totals:						\$20.00
PP0002252	GUNNELS, ASHLEY N	11/30/2019	485603	R00055087	160756323-1	\$387.00 PY ✓
					140795503-1	
PP0002252 Totals:						\$387.00
PP0002408	SARTAIN, SHEENA KRISTIN	11/20/2019	485123	R00054937	190283868-1	\$20.00 PY ✓ ✓
PP0002408 Totals:						\$20.00
PP0002413	MILLER, JEROME DAWSON	11/04/2019	484096		140802321-1	\$15.00 AB ✓ ✓
PP0002413 Totals:						\$15.00
PP0002428	ENGLAND, JEREMIAH	11/10/2019	484528	R00054783	160766570-1	\$40.00 PY ✓ ✓
		11/22/2019	485236	R00054965	160766571-1	\$40.00 PY ✓ ✓
PP0002428 Totals:						\$80.00
PP0002446	UNDERWOOD, GEORGE EDWARD	11/04/2019	484148	R00054683	160764654-1	\$10.00 PY ✓ ✓
PP0002446 Totals:						\$10.00
PP0002463	DRYDEN, MICHAEL EUGENE	11/22/2019	485299	R00054994	140803261-1	\$20.00 PY ✓ ✓
PP0002463 Totals:						\$20.00
PP0002488	HARBOUR, SYLVESTER JR JR	11/15/2019	484935	R00054868	160761459-1	\$10.00 PY ✓ ✓
PP0002488 Totals:						\$10.00
PP0002513	JOHNSON, HALLIE LEIGH	11/14/2019	484845	R00054839	140803024-1	\$25.00 PY ✓ ✓
PP0002513 Totals:						\$25.00
PP0002542	WOOD, AUSTIN EUGENE	11/05/2019	484199	R00054701	140803775-1	\$100.00 PY ✓ ✓
					160752666-1	
PP0002542 Totals:						\$100.00
PP0002559	RUTTO, DE'ZHANAE T	11/04/2019	484082	R00054654	160761369-1	\$320.00 PY ✓
					160761370-1	
PP0002559 Totals:						\$320.00
PP0002589	HUGUNIN (STUDNA), CARRIE ANN	11/04/2019	484153	R00054687	160755772-1	\$20.00 PY ✓ ✓
PP0002589 Totals:						\$20.00
PP0002614	CARDWELL, ELLEN LYNN	11/29/2019	485597	R00055081	160760342-1	\$25.00 PY ✓ ✓
PP0002614 Totals:						\$25.00
PP0002654	HILL, ADAM (X)	11/07/2019	484477		160753320-1	\$15.00 AB ✓ ✓
PP0002654 Totals:						\$15.00
PP0002783	DECKER, WILLIAM ALBERT	11/05/2019	484206	R00054708	170000003-1	\$50.00 PY ✓ ✓
PP0002783 Totals:						\$50.00
PP0002789	MEERKATZ, LOREN WAYNE	11/22/2019	485285	R00054985	160757695-1	\$10.00 PY ✓ ✓
PP0002789 Totals:						\$10.00
PP0002802	KIHN, LINDA ANN	11/20/2019	485090	R00054920	160765960-1	\$30.00 PY ✓ ✓
PP0002802 Totals:						\$30.00
PP0002808	SIMS, PATRICIA L	11/08/2019	484491	R00054766	160761565-1	\$20.00 PY ✓ ✓
PP0002808 Totals:						\$20.00
PP0002819	MURPHY, THURSTON RONALD RAYMOND	11/21/2019	485215	R00054951	160764302-1	\$20.00 PY ✓ ✓
					160764303-1	
PP0002819 Totals:						\$20.00
PP0002833	SAGER, HEATH B	11/21/2019	485184	R00054949	160755859-1	\$60.00 PY ✓ ✓
					160755858-1	
PP0002833 Totals:						\$60.00
PP0002841	HERMON, CAROLE R	11/01/2019	483982	R00054633	160765658-1	\$60.00 PY ✓ ✓

* Indicates an overpayment was made on the Payment Plan

PP0002841	HERMON, CAROLE R	11/15/2019	484929	R00054865	160765658-1 190283220-1	\$50.00 PY ✓ ✓
PP0002841 Totals:						\$110.00
PP0002846	LASH, TARA MARIE	11/08/2019	484520	R00054776	160765348-1	\$40.00 PY ✓ ✓
PP0002846 Totals:						\$40.00
PP0002902	PARROTT, BRIAN DALE	11/13/2019	484741	R00054821	160765760-1	\$75.00 PY ✓ ✓
PP0002902 Totals:						\$75.00
PP0002903	PRICE, MONTEL ODELL	11/27/2019	485504	R00055059	160764946-1	\$20.00 PY ✓ ✓
PP0002903 Totals:						\$20.00
PP0002937	JOHNSON, KRISTINA N	11/27/2019	485548		160758552-1	\$15.00 AB
		11/27/2019	485549		160758553-1	\$15.00 AB
PP0002937 Totals:						\$30.00
PP0002940	NEUENSCHWANDER, DAVID K	11/13/2019	484711	R00054801	160765935-1	\$20.00 PY ✓ ✓
PP0002940 Totals:						\$20.00
PP0002945	MUTURI, TWILA SHEVENE	11/01/2019	483970	R00054622	160764318-1	\$20.00 PY ✓ ✓
PP0002945 Totals:						\$20.00
PP0002947	LARNED, BRIAN SCOTT	11/14/2019	484855	R00054841	160766502-1	\$50.00 PY ✓ ✓
PP0002947 Totals:						\$50.00
PP0002957	SCHERRER, EMILY J	11/27/2019	485458	R00055030	140805012-1	\$225.00 PY ✓
PP0002957 Totals:						\$225.00
PP0002959	HOLST, LISA A	11/14/2019	484871	R00054843	160762980-1	\$25.00 PY ✓ ✓
PP0002959 Totals:						\$25.00
PP0002966	PERKINS, RICHARD J	11/22/2019	485280		160758742-1	\$30.00 AB ✓ ✓
		11/22/2019	485281		160758743-1	\$30.00 AB ✓ ✓
PP0002966 Totals:						\$60.00
PP0002975	GORHAM, DAKOTA FRANCIS LEE	11/21/2019	485234	R00054963	160758039-1 160758040-1	\$30.00 PY ✓ ✓
PP0002975 Totals:						\$30.00
PP0002977	LEE, ADAM FORREST	11/05/2019	484204	R00054706	160768041-1	\$30.00 PY ✓ ✓
PP0002977 Totals:						\$30.00
PP0003007	CRAWFORD, LEIGHANNE MICHELLE	11/27/2019	485561		160757925-1	\$15.00 AB
		11/27/2019	485563		160757926-1	\$10.00 AB
		11/27/2019	485565		160757925-1	\$5.00 AB
		11/27/2019	485566		160759963-1	\$15.00 AB
		11/27/2019	485567		160763626-1	\$15.00 AB
		11/27/2019	485569	R00055072	160759963-1	\$10.00 PY ✓ ✓
PP0003007 Totals:						\$70.00
PP0003014	ENGLAND, JENNIFER LYNN	11/04/2019	484120	R00054665	160766473-1	\$25.00 PY ✓ ✓
PP0003014 Totals:						\$25.00
PP0003024	SEXTON, VINCENT E	11/20/2019	485100	R00054930	160764548-1	\$20.00 PY ✓ ✓
PP0003024 Totals:						\$20.00
PP0003053	FRIEND, MATTHEW AARON	11/05/2019	484201	R00054703	160764600-1	\$25.00 PY ✓
		11/20/2019	485111	R00054935	160764600-1 160767125-1	\$85.00 PY ✓
PP0003053 Totals:						\$110.00
PP0003085	SMITH, DAUNCY LAVELLE JR	11/01/2019	483978	R00054630	160765304-1	\$20.00 PY ✓ ✓
		11/27/2019	485528	R00055064	160765304-1	\$20.00 PY ✓ ✓
PP0003085 Totals:						\$40.00
PP0003096	LAMOTHE, NORMAN R JR	11/01/2019	483972	R00054624	160763061-1	\$25.00 PY ✓ ✓
PP0003096 Totals:						\$25.00
PP0003101	MCKINZY, CRISSA JONNE	11/19/2019	485057	R00054906	160763907-1	\$25.00 PY ✓ ✓
PP0003101 Totals:						\$25.00
PP0003104	OWENS, MICHAEL S	11/07/2019	484472		160766027-1	\$15.00 AB
		11/07/2019	484474		160766027-1	\$15.00 AB
		11/07/2019	484475		160766027-1	\$15.00 AB
		11/20/2019	485137	R00054941	160766027-1 160766028-1	\$130.00 PY ✓ ✓
PP0003104 Totals:						\$175.00

* Indicates an overpayment was made on the Payment Plan

PP0003107	WALKER, ALEXIS ANN	11/07/2019	484490	R00054765	160767090-1	\$50.00 PY ✓ ✓
PP0003107 Totals:						\$50.00
PP0003113	DAVIS, HANS G.L.	11/18/2019	485006	R00054887	160765010-1	\$50.00 PY ✓ ✓
PP0003113 Totals:						\$50.00
PP0003117	PROVOLT, JUSTIN R	11/01/2019	483975	R00054627	160767143-1	\$25.00 PY ✓ ✓
PP0003117 Totals:						\$25.00
PP0003128	OWENS, THOMAS RAYMOND	11/04/2019	484083	R00054655	160767180-1	\$50.00 PY ✓
PP0003128 Totals:						\$50.00
PP0003137	UNDERWOOD, CHARLES RAYMOND	11/04/2019	484149	R00054684	160766375-1	\$20.00 PY ✓ ✓
PP0003137 Totals:						\$20.00
PP0003140	BROWN, WALTER E JR	11/21/2019	485220	R00054955	160767156-1	\$30.00 PY ✓ ✓
PP0003140 Totals:						\$30.00
PP0003145	ERTER, JEFFERY LEE 2ND	11/26/2019	485438	R00055025	160766393-1	\$25.00 PY ✓ ✓
PP0003145 Totals:						\$25.00
PP0003153	MARTINEZ, ADAM J	11/22/2019	485235	R00054964	160767379-1	\$50.00 PY ✓ ✓
PP0003153 Totals:						\$50.00
PP0003165	HARMON, CHARLY J	11/18/2019	484953	R00054885	160767330-1 160767331-1	\$150.00 PY ✓
PP0003165 Totals:						\$150.00
PP0003166	LONG, ABIGAIL ALEXIS	11/08/2019	484524	R00054779	160767365-1	\$40.00 PY ✓ ✓
PP0003166 Totals:						\$40.00
PP0003171	JELLISON, ABIGAIL ANN	11/26/2019	485437	R00055024	160767946-1	\$20.00 PY ✓ ✓
PP0003171 Totals:						\$20.00
PP0003174	BIGGERSTAFF, JANICE G	11/01/2019	483979	R00054631	160768208-1	\$100.00 PY ✓ ✓
PP0003174 Totals:						\$100.00
PP0003187	CUNNINGHAM, GUNNAR R	11/12/2019	484540	R00054789	190282394-1	\$20.00 PY ✓ ✓
PP0003187 Totals:						\$20.00
PP0003201	RYAN, SONNY RAY	11/26/2019	485439	R00055026	160767504-1	\$50.00 PY ✓ ✓
PP0003201 Totals:						\$50.00
PP0003206	SYDNEY, NANCY LEIGH	11/04/2019	484117	R00054664	160767848-1	\$15.00 PY ✓ ✓
PP0003206 Totals:						\$15.00
PP0003208	LILE, ANGELA JEAN	11/08/2019	484525	R00054780	190282044-1	\$50.00 PY ✓
PP0003208 Totals:						\$50.00
PP0003210	WILLIAMS, ALEE'HA SIMONE	11/22/2019	485292	R00054989	140804253-1	\$40.00 PY ✓ ✓
PP0003210 Totals:						\$40.00
PP0003223	LAVELLE, MICHAEL A	11/07/2019	484476		160764738-1	\$20.00 AB ✓ ✓
PP0003223 Totals:						\$20.00
PP0003226	MERRITT, TRINA LOUISE	11/20/2019	485089	R00054919	160767991-1	\$0.50 PY ✓
PP0003226 Totals:						\$0.50
PP0003227	MERCER, RANI J	11/20/2019	485124	R00054938	160766987-1	\$123.00 PY ✓
PP0003227 Totals:						\$123.00
PP0003230	SORRELL, TYLER JUSTIN	11/15/2019	484938	R00054871	160761894-1	\$40.00 PY ✓
PP0003230 Totals:						\$40.00
PP0003241	ASHLOCK, HAROLD E	11/22/2019	485274	R00054983	160768067-1	\$20.00 PY ✓ ✓
PP0003241 Totals:						\$20.00
PP0003243	PLUMB, ANGELA LYNNE	11/27/2019	485463	R00055035	160768174-1	\$20.00 PY ✓ ✓
PP0003243 Totals:						\$20.00
PP0003252	RICHARDSON, JACOB M	11/18/2019	484951	R00054883	190282628-1	\$40.00 PY ✓
PP0003252 Totals:						\$40.00
PP0003254	TABUAS, DALTON J	11/15/2019	484913	R00054850	160765394-1	\$103.00 PY ✓
PP0003254 Totals:						\$103.00
PP0003261	SUTTON, DAVID L	11/25/2019	485398	R00055014	160766710-1	\$25.00 PY ✓ ✓
PP0003261 Totals:						\$25.00
PP0003265	REYES, ANGELA DAWN	11/12/2019	484664	R00054790	160768390-1	\$198.00 PY ✓
PP0003265 Totals:						\$198.00

* Indicates an overpayment was made on the Payment Plan

PP0003272	FLYNN, SHAWN M	11/25/2019	485386	R00055012	160767720-1	\$63.00 PY ✓
PP0003272 Totals:						\$63.00
PP0003273	PETERSON, WILLIAM D	11/05/2019	484205	R00054707	160767607-1	\$40.00 PY ✓ ✓
PP0003273 Totals:						\$40.00
PP0003278	GABRIEL, AMBER JAQUELEEN	11/20/2019	485098	R00054928	160768271-1	\$83.00 PY ✓
PP0003278 Totals:						\$83.00
PP0003283	FOULK, TRISTA ANITA	11/28/2019	485579	R00055075	190282194-1	\$20.00 PY ✓ ✓
PP0003283 Totals:						\$20.00
PP0003286	FULLER, JERRAT JAMES	11/05/2019	484189	R00054691	190283738-1	\$20.00 PY ✓ ✓
PP0003286 Totals:						\$20.00
PP0003292	BEHRMAN, TERESA K	11/29/2019	485598	R00055082	160768169-1	\$100.00 PY ✓ ✓
PP0003292 Totals:						\$100.00
PP0003295	MYNATT, GEORGE DAVID	11/16/2019	484947	R00054879	190283817-1	\$200.00 PY ✓
PP0003295 Totals:						\$200.00
PP0003306	LING, KAYLA ERIN	11/21/2019	485222	R00054957	190282705-1 190282706-1	\$50.00 PY ✓ ✓
PP0003306 Totals:						\$50.00
PP0003314	WEBB, BRETT D	11/07/2019	484386	R00054760	190282559-1	\$25.00 PY ✓ ✓
PP0003314 Totals:						\$25.00
PP0003319	GOODELL, LASZLO DALE SR	11/08/2019	484514	R00054773	190282564-1	\$25.00 PY ✓ ✓
PP0003319 Totals:						\$25.00
PP0003323	MCDANIEL, CHARITY C	11/22/2019	485290	R00054986	190283050-1	\$75.00 PY ✓ ✓
PP0003323 Totals:						\$75.00
PP0003324	BREWER, MARY FRANCES	11/04/2019	484141	R00054680	190283041-1	\$30.00 PY ✓
PP0003324 Totals:						\$30.00
PP0003327	DEMPS, AMY K	11/01/2019	483938	R00054621	190282839-1	\$25.00 PY ✓ ✓
PP0003327 Totals:						\$25.00
PP0003332	PATTISON, MICAH SHANE	11/06/2019	484215	R00054714	160763927-1	\$20.00 PY ✓ ✓
PP0003332 Totals:						\$20.00
PP0003334	SCHASTEEN, GUY WAYLAN	11/20/2019	485102	R00054931	190283535-1	\$20.00 PY ✓ ✓
PP0003334 Totals:						\$20.00
PP0003337	SEURA, DAVID	11/19/2019	485062	R00054908	190282210-1	\$25.00 PY ✓ ✓
PP0003337 Totals:						\$25.00
PP0003338	BLACKSHER, SANDRA JUNE	11/14/2019	484865	R00054842	160765451-1	\$20.00 PY ✓ ✓
PP0003338 Totals:						\$20.00
PP0003339	WILLIAMS, MARK ANDREW JR	11/12/2019	484539	R00054788	190282188-1	\$50.00 PY ✓ ✓
PP0003339 Totals:						\$50.00
PP0003347	SIMPSON, KIMBERLEY ALANE	11/27/2019	485476	R00055047	190283314-1 190283315-1	\$50.00 PY ✓ ✓
PP0003347 Totals:						\$50.00
PP0003360	NELSON, PENION D	11/04/2019	484079	R00054651	190282286-1	\$20.00 PY ✓ ✓
PP0003360 Totals:						\$20.00
PP0003362	GARGUS, ANTHONY J	11/01/2019 11/21/2019	483977 485216	R00054629 R00054952	190283208-1 190283208-1 190283209-1	\$25.00 PY ✓ ✓ \$25.00 PY ✓ ✓
PP0003362 Totals:						\$50.00
PP0003364	CLUTTER, MARCUS GENE	11/01/2019	483973	R00054625	190283679-1 190283680-1	\$20.00 PY ✓ ✓
PP0003364 Totals:						\$20.00
PP0003365	RUDOLPH, TYLER JACOB FRETWELL	11/04/2019	484034	R00054649	190282507-1	\$100.00 PY ✓ ✓
PP0003365 Totals:						\$100.00
PP0003370	BEAL, CASSANDRA LEA	11/15/2019	484937	R00054870	160761379-1 190283884-1	\$20.00 PY ✓ ✓
PP0003370 Totals:						\$20.00
PP0003371	BURGIN, BRIAN E JR	11/21/2019	485219	R00054954	160764449-1	\$25.00 PY ✓ ✓
PP0003371 Totals:						\$25.00

* Indicates an overpayment was made on the Payment Plan

PP0003381	WOLFE, DIANE LYNN	11/04/2019	484114	R00054661	190283436-1	\$20.00 PY ✓ ✓
PP0003381 Totals:						\$20.00
PP0003388	JOHNSON, DANIEL AARON	11/20/2019	485141	R00054944	190283565-1	\$100.00 PY ✓
		11/26/2019	485435	R00055022	190283565-1	\$50.00 PY ✓
PP0003388 Totals:						\$150.00
PP0003390	THOMAS, ERIN THEA	11/19/2019	485064	R00054911	190283455-1	\$225.00 PY ✓
PP0003390 Totals:						\$225.00
PP0003391	CARTER, TERESA ANN	11/18/2019	485008	R00054889	190282561-1	\$50.00 PY ✓ ✓
					190282562-1	
PP0003391 Totals:						\$50.00
PP0003403	LOUTHAN, DANA MARIE	11/18/2019	485034	R00054904	160767833-1	\$60.00 PY ✓ ✓
		11/29/2019	485600	R00055084	160767833-1	\$20.00 PY ✓ ✓
PP0003403 Totals:						\$80.00
PP0003410	SMITH, MASHAWN L.	11/05/2019	484196	R00054698	190283567-1	\$20.00 PY ✓ ✓
PP0003410 Totals:						\$20.00
PP0003414	TESTERMAN, JOEY EUGENE	11/13/2019	484749	R00054827	160755826-1	\$115.00 PY ✓
PP0003414 Totals:						\$115.00
PP0003415	EAGAN, BLAKE THOMAS	11/13/2019	484710	R00054800	190282902-1	\$65.00 PY ✓ ✓
PP0003415 Totals:						\$65.00
PP0003418	RODRIGUEZ, MICHAEL H.R.	11/15/2019	484879	R00054848	190283423-1	\$25.00 PY ✓ ✓
PP0003418 Totals:						\$25.00
PP0003421	HAAS, TERRY MICHAEL	11/05/2019	484200	R00054702	160768263-1	\$25.00 PY ✓ ✓
PP0003421 Totals:						\$25.00
PP0003425	EVANS, JOHNNY LEE	11/22/2019	485294	R00054991	190283212-1	\$80.00 PY ✓
PP0003425 Totals:						\$80.00
PP0003431	MALLOW, WILLIAM D	11/04/2019	484113	R00054660	190283001-1	\$50.00 PY ✓ ✓
PP0003431 Totals:						\$50.00
PP0003434	MCKEEHAN, ANGELA GAIL	11/05/2019	484190	R00054692	190284047-1	\$75.00 PY ✓ ✓
PP0003434 Totals:						\$75.00
PP0003435	RODRIGUEZ, HARLEY S	11/12/2019	484538	R00054787	190283674-1	\$100.00 PY ✓ ✓
PP0003435 Totals:						\$100.00
PP0003438	WHITE, KASSIDY BRYNN	11/21/2019	485232	R00054961	190284136-1	\$104.50 PY ✓
PP0003438 Totals:						\$104.50
PP0003439	POLSON, NICHOLAS SCOTT	11/06/2019	484281	R00054732	190282311-1	\$305.00 PY ✓
					190282312-1	
PP0003439 Totals:						\$305.00
PP0003446	MARTINEZ-MUNOZ, MOISES	11/14/2019	484843	R00054838	190284992-1	\$50.00 PY ✓ ✓
PP0003446 Totals:						\$50.00
PP0003447	BLANCHARD, TREY FARRAR	11/08/2019	484515	R00054774	190283857-1	\$100.00 PY ✓ ✓
		11/22/2019	485273	R00054982	190283858-1	
					190283856-1	\$100.00 PY ✓ ✓
					190283857-1	
PP0003447 Totals:						\$200.00
PP0003448	HODGES, MELVIN	11/01/2019	483971	R00054623	190283414-1	\$50.00 PY ✓ ✓
PP0003448 Totals:						\$50.00
PP0003449	HUTCHISON, PATRICIA ANN	11/12/2019	484673	R00054794	160766001-1	\$25.00 PY ✓ ✓
PP0003449 Totals:						\$25.00
PP0003450	BAILEY, RONALD JEFFREY	11/22/2019	485297	R00054992	190284093-1	\$80.00 PY ✓
PP0003450 Totals:						\$80.00
PP0003451	CASIDA, ANGELA LORENE	11/01/2019	484028	R00054645	190283626-1	\$80.00 PY ✓
PP0003451 Totals:						\$80.00
PP0003453	MCDONALD, IAN JEFFERY	11/15/2019	484880	R00054849	160765850-1	\$220.00 PY ✓
PP0003453 Totals:						\$220.00
PP0003456	BOWERS, DANIEL LEE	11/15/2019	484939	R00054872	190282653-1	\$100.00 PY ✓ ✓
PP0003456 Totals:						\$100.00

* Indicates an overpayment was made on the Payment Plan

PP0003458	CODY, KEIRSTIN DANIELLE	11/04/2019	484131	R00054673	190282663-1	\$50.00 PY ✓ ✓
PP0003458 Totals:						\$50.00
PP0003461	MORRIS, MICHAEL TYLER	11/05/2019	484194	R00054696	160762858-1	\$150.00 PY ✓ ✓
PP0003461 Totals:						\$150.00
PP0003462	WILLIAMS, GENNENE H	11/12/2019	484675	R00054795	190283625-1	\$80.00 PY ✓
PP0003462 Totals:						\$80.00
PP0003465	WHISTLER, MONICA DAWN	11/06/2019	484273	R00054728	190283727-1 190283728-1	\$80.50 PY ✓ ✓
PP0003465 Totals:						\$80.50
PP0003468	CROW, SHAWN MARIE	11/07/2019	484489	R00054764	190284021-1	\$50.00 PY ✓ ✓
PP0003468 Totals:						\$50.00
PP0003469	HYNES, DOMINIQUE RICHIE	11/01/2019	483974	R00054626	190284201-1	\$150.00 PY ✓
PP0003469 Totals:						\$150.00
PP0003472	PLUMB, WALTER FLETCHER	11/21/2019	485185	R00054950	190282835-1	\$25.00 PY ✓ ✓
PP0003472 Totals:						\$25.00
PP0003474	MAHONEY, RYAN GLEN	11/20/2019	485106	R00054932	190284290-1 190284291-1	\$205.00 PY ✓
PP0003474 Totals:						\$205.00
PP0003476	WHITE, TIMIA DENAE	11/27/2019	485526		190284148-1	\$90.00 AB ✓
PP0003476 Totals:						\$90.00
PP0003477	NICHOLS, JEFFREY ALAN	11/29/2019	485599	R00055083	190282787-1	\$80.00 PY ✓
PP0003477 Totals:						\$80.00
PP0003478	RAMBO, HOWARD EUGENE	11/21/2019	485231	R00054960	190284122-1	\$225.00 PY ✓
PP0003478 Totals:						\$225.00
PP0003480	NELSON, RANDALL D	11/18/2019	484952	R00054884	190284777-1 190284778-1	\$162.50 PY ✓
PP0003480 Totals:						\$162.50
PP0003482	SWINK, DENNIS L	11/01/2019	483980	R00054632	190284189-1	\$35.00 PY ✓ ✓
PP0003482 Totals:						\$35.00
PP0003483	MALLET, DAVID RAY	11/04/2019 11/15/2019	484110 484924	R00054659 R00054860	160763812-1 160763812-1	\$40.00 PY ✓ ✓ \$40.00 PY ✓ ✓
PP0003483 Totals:						\$80.00
PP0003484	NASH, ERIC JOHN	11/08/2019	484522	R00054777	190283992-1	\$300.00 PY ✓
PP0003484 Totals:						\$300.00
PP0003485	FRIS, LYDIA LEA	11/24/2019	485304	R00054996	160764520-1	\$100.00 PY ✓ ✓
PP0003485 Totals:						\$100.00
PP0003487	SPINKS, SETH ALAN	11/30/2019	485602	R00055086	190284681-1	\$125.00 PY ✓
PP0003487 Totals:						\$125.00
PP0003490	BENOIT, SARAH LILLIAN	11/29/2019	485586	R00055079	190283403-1	\$20.00 PY ✓ ✓
PP0003490 Totals:						\$20.00
PP0003492	GARRETT, JONATHAN CONNOR	11/05/2019	484195	R00054697	190283745-1 190283746-1	\$253.00 PY ✓
PP0003492 Totals:						\$253.00
PP0003493	FREEMAN, MAKAYLA ELAINE	11/12/2019	484678	R00054796	190283606-1	\$20.00 PY ✓ ✓
PP0003493 Totals:						\$20.00
PP0003496	GORDON, CHRISTOPHER IAN	11/20/2019	485096	R00054927	190285645-1	\$20.00 PY ✓ ✓
PP0003496 Totals:						\$20.00
PP0003499	CARR, TIFFANY JEAN	11/15/2019	484923	R00054859	190283317-1	\$20.00 PY ✓ ✓
PP0003499 Totals:						\$20.00
PP0003501	BUSECK, PAYTON L	11/15/2019 11/25/2019	484931 485359	R00054867 R00055002	190285046-1 190285045-1 190285046-1	\$100.00 PY ✓ \$159.00 PY ✓
PP0003501 Totals:						\$259.00
PP0003503	VASQUEZ-SANCHEZ, FAUSTO	11/13/2019	484770	R00054831	160760017-1	\$133.00 PY ✓
PP0003503 Totals:						\$133.00

* Indicates an overpayment was made on the Payment Plan

PP0003506	KEYS, JEFFREY BEDFORD	11/08/2019	484506	R00054767	190284651-1	\$100.00 PY ✓ ✓
PP0003506 Totals:						\$100.00
PP0003509	ANDULA, ANNETTE A	11/06/2019	484372	R00054755	190285031-1	\$40.00 PY ✓
		11/18/2019	485032	R00054902	190285031-1	\$89.50 PY ✓
PP0003509 Totals:						\$129.50
PP0003510	SANCHEZ, KIMBERLEY D	11/15/2019	484928	R00054864	140797442-1	\$226.00 PY ✓
					190284368-1	
PP0003510 Totals:						\$226.00
PP0003511	POTTER, AUDREY ELIZABETH	11/22/2019	485293	R00054990	190284465-1	\$50.00 PY ✓ ✓
PP0003511 Totals:						\$50.00
PP0003517	COX, HAILEY LYNN	11/15/2019	484940	R00054873	190283683-1	\$20.00 PY ✓ ✓
		11/22/2019	485284	R00054984	190283683-1	\$20.00 PY ✓ ✓
PP0003517 Totals:						\$40.00
PP0003520	KIFF, JERAME D	11/22/2019	485252	R00054966	190284178-1	\$60.00 PY ✓ ✓
PP0003520 Totals:						\$60.00
PP0003535	HARRINGTON, JULIE LYNN	11/27/2019	485545	R00055068	190283967-1	\$25.00 PY ✓ ✓
PP0003535 Totals:						\$25.00
PP0003538	KIRBY, AARON DAVID	11/27/2019	485568	R00055073	190284873-1	\$50.00 PY ✓ ✓
PP0003538 Totals:						\$50.00
PP0003539	RALSTON, AMANDA M	11/27/2019	485571	R00055074	160762514-1	\$40.00 PY ✓ ✓
PP0003539 Totals:						\$40.00

Report Totals

\$12,194.50

* Indicates an overpayment was made on the Payment Plan



My Filed Or Closed Cases Listing

Belton Municipal Division

12/3/2019 3:29:45 PM

Totals For Filed Date From 11/01/2019 To 11/30/2019

Posted Fee Totals For Transaction Date From 11/01/2019 To 11/30/2019

Violations By Filed Date

City Ordinance	148
FIRE CODE	1
IPMC CODE	12
MOVING TRAFFIC	318
Parking	4
Traffic	172
Total Violations Filed:	655

Violations Completed-Paid Fines By Filed Date

CL-CLOSED FOUND GUILTY

22	MOVING TRAFFIC	49
	Parking	2
	Traffic	71
	CL	122
	Total Violations Completed-Paid Fines:	122

Violations Completed-Before Judge By Filed Date

CL-CLOSED FOUND GUILTY

	City Ordinance	97
	IPMC CODE	3
	MOVING TRAFFIC	76
	Traffic	106
	UNIFIED DEVELOPMENT CODE	1
	CL	283

DC-Dismissed by Complainant



My Filed Or Closed Cases Listing

Belton Municipal Division

12/3/2019 3:29:45 PM

Totals For Filed Date From 11/01/2019 To 11/30/2019

Posted Fee Totals For Transaction Date From 11/01/2019 To 11/30/2019

Violations Completed-Before Judge By Filed Date

City Ordinance 3

DC 3

DI-CLOSED BY SIS

City Ordinance 1

MOVING TRAFFIC 1

DI 2

DJ-Dismissed by Judge

City Ordinance 1

DJ 1

23 DP-Dismissed by Prosecutor

City Ordinance 25

MOVING TRAFFIC 16

Traffic 1

UNIFIED DEVELOPMENT CODE 1

DP 43

DW-DISMISSED NO WITNESS

City Ordinance 2

DW 2

DX-FOUND NOT GUILTY AT TRIAL

City Ordinance 4

IPMC CODE 1

MOVING TRAFFIC 24



My Filed Or Closed Cases Listing

Belton Municipal Division

12/3/2019 3:29:45 PM

Totals For Filed Date From 11/01/2019 To 11/30/2019

Posted Fee Totals For Transaction Date From 11/01/2019 To 11/30/2019

Violations Completed-Before Judge By Filed Date

Traffic	3	
DX		32
Total Violations Completed-Before Judge:		366

Violations Completed-Other By Filed Date

D\$-DISMISSED SC PP RECALCULATED/PAID

City Ordinance	4	
D\$		4

DO-DISMISSED BY OFFICER

City Ordinance	1	
IPMC CODE	1	
DO		2

DP-Dismissed by Prosecutor

MOVING TRAFFIC	1	
DP		1

DS-DISMISSED STATE CHARGES

City Ordinance	4	
MOVING TRAFFIC	3	
DS		7
Total Violations Completed-Paid Fines:		14



My Filed Or Closed Cases Listing

Belton Municipal Division

12/3/2019 3:29:45 PM

Totals For Filed Date From 11/01/2019 To 11/30/2019

Posted Fee Totals For Transaction Date From 11/01/2019 To 11/30/2019

Total Violations Completed-Paid Fines:	122
Total Violations Completed-Before Judge:	366
Total Violations Completed-Before Jury:	0
Total Violations Completed-Before Teen Court:	0
Total Violations Completed-Other:	14
Total Violations Completed:	502
Total Violations Filed:	655
Net Difference Filed - Completed:	153

Warrants Issued

25	City Ordinance	164	
	FIRE CODE	1	
	IPMC CODE	5	
	MOVING TRAFFIC	101	
	Parking	2	
	Traffic	93	
	Total Warrants Issued:	366	Total Violations: 366

Warrants Cleared

	City Ordinance	155	
	FIRE CODE	1	
	IPMC CODE	6	
	MOVING TRAFFIC	60	
	Traffic	60	
	Total Warrants Cleared:	282	Total Violations: 282



My Filed Or Closed Cases Listing

Belton Municipal Division

12/3/2019 3:29:45 PM

Totals For Filed Date From 11/01/2019 To 11/30/2019

Posted Fee Totals For Transaction Date From 11/01/2019 To 11/30/2019

Total Warrants Issued:	366
Total Warrants Cleared:	282
Net Difference:	84

Violations Completed-Other Paid By Filed Date

AJ-SUSPENDED IMPOSITION OF SENTEN

City Ordinance	3
----------------	---

MOVING TRAFFIC	2
----------------	---

AJ	5
----	---

CC-CONTEMPT OF COURT ISSUED

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

CC	2
----	---

CD-Completion date for school(s)

MOVING TRAFFIC	4
----------------	---

CD	4
----	---

CL-CLOSED FOUND GUILTY

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

MOVING TRAFFIC	1
----------------	---

Traffic	1
---------	---

CL	4
----	---

CN-Continued Arraignment

City Ordinance	20
----------------	----

MOVING TRAFFIC	2
----------------	---

Traffic	7
---------	---

CN	29
----	----

26



My Filed Or Closed Cases Listing

Belton Municipal Division

12/3/2019 3:29:45 PM

Totals For Filed Date From 11/01/2019 To 11/30/2019

Posted Fee Totals For Transaction Date From 11/01/2019 To 11/30/2019

Violations Completed-Other Paid By Filed Date

CS-Community Service Hours

MOVING TRAFFIC	1	
CS		1

CT-Continued Trial

City Ordinance	9	
IPMC CODE	3	
CT		12

PP-Payment plan

27	City Ordinance	57	
	IPMC CODE	3	
	MOVING TRAFFIC	57	
	Traffic	22	
	PP		139

SC-SHOW CAUSE HEARING

City Ordinance	2	
Traffic	1	
SC		3

VS-DIVERSION

City Ordinance	3	
IPMC CODE	1	
VS		4

WI-Warrant Issued

City Ordinance	16	
MOVING TRAFFIC	29	



My Filed Or Closed Cases Listing

Belton Municipal Division

12/3/2019 3:29:45 PM

Totals For Filed Date From 11/01/2019 To 11/30/2019

Posted Fee Totals For Transaction Date From 11/01/2019 To 11/30/2019

Violations Completed-Other Paid By Filed Date

Parking	1	
Traffic	8	
WI		54
Total Violations Completed-Other Paid:	257	



My Filed Or Closed Cases Listing

Belton Municipal Division

12/3/2019 3:29:45 PM

Posted Fee Totals For Transaction Date From 11/01/2019 To 11/30/2019

Fee Code	Fee Description	Paid
BF (84)	BOND FORFEITURE	\$7,095.00
CC (76)	COURT COSTS	\$3,695.54
CN (CA)	COURT NOTIFCATION AUTOMATION	\$641.79
CVC2 (74)	CRIME VICTIMS CITY	\$123.21
CVS2 (CV)	CRIME VICTIMS STATE	\$2,390.80
DM (82)	DOMESTIC VIOLENCE	\$666.50
DWI (77)	DWI RECOVERY COST	\$400.00
FINE (76)	FINE	\$37,344.76
ILFC (83)	ILF- CITY	\$334.00
IS (IS)	INMATE SECURITY FUND	\$670.28
RST (RS)	RESTITUTION	\$200.00
SR (SR)	SHERIFF RETIREMENT	\$1,005.94
TFC (78)	TRAINING FUND CITY	\$667.87
TFS (81)	TRAINING FUND STATE	\$335.31

Report Totals:

\$55,571.00

Municipal Division Summary Reporting

17th Judicial Circuit - Cass County - Belton Municipal Division

I. COURT INFORMATION

Reporting Period:		
November	2019	Court activity occurred in reporting period: Yes
Clerk's Physical Address:	Mailing Address:	Vendor
7001 E. 163rd Street Belton, MO 64012	7001 E. 163rd Street Belton, MO 64012	Incode (Tyler Technologies)
Telephone Number:	Fax Number:	
(816) 331-2798		
Prepared by:	Prepared by E-mail Address:	Municipal Judge(s) Active During Reporting Period:
LAURA ELLIS	laura.l.ellis@courts.mo.gov	Charles Curry

II. MONTHLY CASELOAD INFORMATION	Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance
A. Cases (citations / informations) pending at start of month	117	3,474	1,717
B. Cases (citations / informations) filed	7	482	166
C. Cases (citations / informations) disposed			
1. jury trial (Springfield, Jefferson County, and St. Louis County only)	0	0	0
2. court / bench trial - GUILTY	1	17	7
3. court / bench trial - NOT GUILTY	0	27	5
4. plea of GUILTY in court	3	153	96
5. violations Bureau Citations (i.e., written plea of guilty) and bond forfeitures by court order (as payment of fines / costs)	0	122	2
6. dismissed by court	0	0	7
7. nolle prosequi	1	19	35
8. certified for jury trial (not heard in the Municipal Division)	0	0	0
9. TOTAL CASE DISPOSITIONS	5	338	152
D. Cases (citations / Informations) pending at end of month [pending caseload = (A + B) – C9]	119	3,618	1,731
E. Trial de Novo and / or appeal applications filed	0	0	0

III. WARRANT INFORMATION (pre- & post-disposition)		IV. PARKING TICKETS	
1. # Issued during reporting period:	366	Does court staff process parking tickets? No	
2. # Served/withdrawn during reporting period:	282	1. # Issued during reporting period:	
3. # Outstanding at end of reporting period:	3,660		

V. DISBURSEMENTS	
Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)	
Fines – Excess Revenue	\$23,763.57
Clerk Fee – Excess Revenue	\$2,864.29
Crime Victims Compensation (CVC) Fund surcharge – Paid to City/Excess Revenue	\$89.91
Bond forfeitures (paid to city) – Excess Revenue	\$1,755.00
Total Excess Revenue	\$28,472.77
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)	
Fines – Other	\$14,266.98
Clerk Fee – Other	\$1,121.25
Judicial Education Fund (JEF) Court does not retain funds for JEF: Yes	
Peace Officer Standards and Training (POST) Commission surcharge	\$339.31
Crime Victims Compensation (CVC) Fund surcharge – Paid to State	\$2,390.80
Crime Victims Compensation (CVC) Fund surcharge – Paid to City/Other	\$33.30
Law Enforcement Training (LET) Fund surcharge	\$663.87
Domestic Violence Shelter surcharge	\$666.50
Inmate Prisoner Detainee Security Fund surcharge	\$670.28
Sheriffs' Retirement Fund (SRF) surcharge	\$1,005.94
Restitution	\$200.00
Parking ticket revenue (including penalties)	\$0.00
Bond forfeitures (paid to city) – Other	\$5,340.00
Total Other Revenue	\$26,698.23
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.	
DWI RECOVERY COST	\$400.00
Total Other Disbursements	\$400.00
Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$55,571.00
Bond Refunds	\$0.00
Total Disbursements	\$55,571.00

[Skip to main content](#)[Instructions](#) | [ellisla1](#) | [Logout](#)

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		Repor
2019	November	Resubmit	
2019	October	Resubmit	
2019	September	Resubmit	
2019	August	Resubmit	
2019	July	Resubmit	
2019	June	Resubmit	
2019	May	Resubmit	
2019	April	Resubmit	
2019	March	Resubmit	
2019	February	Resubmit	

Showing 1 to 10 of 23 entries

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

Are you the Principal/Chief Judge?

Yes	No
-----	----

SECTION VII

D



CITY OF BELTON
CITY COUNCIL INFORMATION FORM

AGENDA DATE: January 14, 2020
ASSIGNED STAFF: James R. Person
DEPARTMENT: Police

Approvals

Engineer: Dept. Dir: Attorney: City Admin.:

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

ISSUE/REQUEST: Motion to purchase three (3) 2020 Ford Utility vehicles from Shawnee Mission Ford.

PROPOSED CITY COUNCIL MOTION: Approve the purchase of three (3) 2020 Ford Utility PI vehicles for 33,332 each, for a total of 133,328 from Shawnee Mission Ford.

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

The original request was for four (4) vehicles but each vehicle will have to be set up with new equipment because the Ford Utility PI has been redesigned and also decals will be put on the outside of each vehicle. \$170,000.00 was approved in the FY20 budget for the purchase of these vehicles. Mid-America Council of Public Procurement requested the bids for these vehicles and Shawnee Mission Ford came in as the lowest bid.

IMPACT /ANALYSIS:

The purchase of these vehicles will replace older cars that no longer meet the specifications for police vehicles.

FINANCIAL IMPACT

Contractor:	Shawnee Mission Ford, Inc.
Amount of Request/Contract:	\$133,328.00
Amount Budgeted:	\$170,000.00
Funding Source:	
Additional Funds	
Funding Source	
Encumbered:	\$ 133,328.00
Funds Remaining:	\$ 36,672.00

TIMELINE	Start: ASAP	Finish:
OTHER INFORMATION/UNIQUE CHARACTERISTICS:		

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

Shawnee Mission Ford, Inc.

11501 SHAWNEE MISSION PARKWAY • P.O. BOX 3179
SHAWNEE KANSAS 66203-0179 • 913/631-0000 • FAX 913/631-7325

December 10, 2019

Lt Dan Davis
Belton PD

MACPP Pricing

2020 Ford Utility PI AWD (K8A)

Exterior: Agate Black (UM)

Interior: Ebony Cloth Front Vinyl Rear (96)

3.3L V-6 Gas

Base Price: \$32,356

Options:

• Reverse Sensors (76R)	\$258
• Heated Mirrors (549)	\$57
• Rear Lock Handles and Window Inop (68G)	\$70
• Pre Wire Grill Lamp Siren (60A)	\$48
• Cargo Area Red / White Dome Lamp (17T)	\$48
• Police Wire Harness Connector Kit Front / Rear (67V)	\$174
• Predrilled Tail Lamps (86T)	\$57
• Rear Camera on Demand (19V)	\$216
• Keyed Alike	\$48
• Full Wheel Covers (65L)	Included in base price
• LED Driver Side Spot Light (51R)	Included in base price
• Courtesy Lamps Disable (43D)	Included in base price
• Noise Suppression (60R)	Included in base price
• Basic Blue Tooth	\$standard
• Receiver Hitch	\$standard
• Pre Drilled Head Lamps	\$standard

Total \$33,332 @ 4 \$133,328

Thank you for your time and interest.

Sincerely,

Jay Cooper

Government Fleet Sales



SECTION VII

E

A RESOLUTION APPROVING AMENDMENT NO. 1 TO TASK AGREEMENT NO. 2019-1 WITH CDM SMITH IN A NOT-TO-EXCEED AMOUNT OF \$78,465.00 FOR A TOTAL AMOUNT OF \$139,490.00 TO ADD CONCEPTUAL DESIGN DEVELOPMENT FOR THE HAWTHORNE DRIVE AND REDBUD LANE STORMWATER IMPROVEMENTS PROJECT TO THE BUENA VISTA STORMWATER IMPROVEMENTS PROJECT.

WHEREAS, The City of Belton's Stormwater Master Plan was completed by Olsson in December 2012. The Master Plan identified 30 stormwater projects throughout the City including seven Priority 1 projects characterized by frequency and severity of home flooding, street flooding, erosion, regional benefit, etc. Two of the Priority 1 projects were previously completed by the City and the remaining five are to be completed with funds from Proposition S bond money; and

WHEREAS, The Hawthorne Drive and Redbud Lane Stormwater Improvement Project is a Priority 1 project due to residential complaints of house and property flooding. This multifaceted project has two main locations. At the first location, stormwater from 6.7 acres naturally drains southwest down Berry Avenue. Because there is no defined drainage path for the stormwater at the end of the road, it sheet-flows through backyards and into homes on Redbud Lane. The second location involves two houses on Baldwin Street and the nearby concrete channel. One house floods regularly from hill runoff, while the other suffers from an inadequate ditch and a driveway that drains to the garage. The concrete channel does not have adequate energy dissipation causing banks to erode close to houses at the outfall; and

WHEREAS, the Hawthorne Drive and Redbud Lane Stormwater Improvement Project is upstream from another Priority 1 project, the Buena Vista Stormwater Improvements Project, approved under the scope of work for Task Agreement No. 2019-1 with CDM Smith Inc. on September 24, 2019 (R2019-88). Because of the projects' proximity, the City requested that CDM Smith submit an proposed amendment to Task Agreement No. 2019-1 to add in the additional not-to-exceed amount of \$78,465.00 for conceptual design development of the Hawthorne Drive and Redbud Lane Stormwater Improvements Project so that design for these two projects can be completed together and under one contract resulting in efficiency and cost savings. With this amendment, the total amount of Task Agreement No. 2019-1 will be increased from \$61,025.00 to \$139,490.00; and

WHEREAS, the City Council believes that Task Agreement 2019-1 Amendment with CDM Smith will result in efficiency and cost savings for the combined project.

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

- SECTION 1.** That Task Agreement No. 2019-1 Amendment with CDM Smith, herein attached and incorporated to this Resolution as **Exhibit A**, is hereby approved for purposes described above.
- SECTION 2.** The City Manager and Director of Public Works are authorized and directed to execute the task agreement on behalf of the City.
- SECTION 3.** 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: January 14, 2020

DIVISION: Engineering

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

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

ISSUE/RECOMMENDATION:

The City of Belton's Stormwater Master Plan was completed by Olsson in December 2012. The Master Plan identified 30 stormwater projects throughout the City including seven Priority 1 projects characterized by frequency and severity of home flooding, street flooding, erosion, regional benefit, etc. Two of the Priority 1 projects were previously completed by the City and the remaining five are to be completed with funds from Proposition S bond money.

The Hawthorne Drive and Redbud Lane Stormwater Improvement Project is a Priority 1 project due to residential complaints of house and property flooding. This multifaceted project has two main locations. At the first location, stormwater from 6.7 acres naturally drains southwest down Berry Avenue. Because there is no defined drainage path for the stormwater at the end of the road, it sheet-flows through backyards and into homes on Redbud Lane. The second location involves two houses on Baldwin Street and the nearby concrete channel. One house floods regularly from hill runoff, while the other suffers from an inadequate ditch and a driveway that drains to the garage. The concrete channel does not have adequate energy dissipation causing banks to erode close to houses at the outfall.

This project is upstream from another Priority 1 project, the Buena Vista Stormwater Improvements Project, approved under the scope of work for Task Agreement No. 2019-1 with CDM Smith Inc. on September 24, 2019 (R2019-88). Because of the projects' proximity, the City requested that CDM Smith submit an proposed amendment to Task Agreement No. 2019-1 to add in the additional not-to-exceed amount of \$78,465.00 for conceptual design development of the Hawthorne Drive and Redbud Lane Stormwater Improvements Project so that design for these two projects can be completed together and under one contract resulting in efficiency and cost savings for the combined project. With this amendment, the total amount of Task Agreement No. 2019-1 will be increased from \$61,025.00 to \$139,490.00.

IMPACT/ANALYSIS:

FINANCIAL IMPACT

Contractor:	CDM Smith
Amount of Request/Contract:	\$ 61,025.00 (Scope for Buena Vista)
Engineer's Estimate:	\$ 85,000.00
Funding Source:	451-5608-495-7112
Additional Funds Requested:	\$ 78,465.00 (Scope for Hawthorne and Redbud)
Funding Source:	451-5626-495-7112
Engineer's Estimate:	\$ 110,000.00

STAFF RECOMMENDATION, ACTION, AND DATE:

Approve a resolution approving Amendment No. 1 to Task Agreement 2019-1 with CDM Smith in a not-to-exceed amount of \$78,465.00 for a total amount of \$139,490.00 to add conceptual design development for the Hawthorne Drive and Redbud Lane Stormwater Improvements Project to the Buena Vista Stormwater Improvements Project.

LIST OF REFERENCE DOCUMENTS ATTACHED:

Resolution

Exhibit A - CDM Smith Task Agreement 2019-1 Amendment and Amended Scope of Work



PUBLIC WORKS
City of Belton – Public Works
Task Agreement

Contract:

Ordinance or Resolution:

Task Agreement No: 2019-1 Amendment

Funding Amount: \$61,025 + \$78,465 = \$139,490

Date of Schedule of
Hourly Rates and Expenses: n/a

Purchase Order No: n/a

Project Title: Buena Vista Stormwater Improvements – Phase 1 Preliminary Engineering Amendment 1 (WF-11 Red Bud Lane & Hawthorne Drive)

Contractor/Consultant (including subs): CDM Smith

Division and Staff Project Manager: Nikia Freiburger, Assistant City Engineer

Project Management Manual reviewed: yes

Attachments (Gantt Chart, etc.): Scope of Services

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

Scope of Services attached

Staff Signatures

Partner Signatures

Interim Director of Public Works:
Dave Clements

City Manager:
Alexa Barton

Project Manager:
Jessica Veach

Company Principal (if different):

Signature: *D. Clements*

Signature: _____

Signature: *J. Veach*

Signature: _____

Date: *1/8/2020*

Date: _____

Date: *1/7/20*

Date: _____

Project Type:

Design

x

Construction

Property
Acquisition

Conceptual –
Problem
Solving

Surveying

Project Discipline(s):

Transportation

Planning

Water

Wastewater

Stormwater

x

Report(s) Received:

Work on File:

This Task Agreement is subject to all the provisions included in the On-Call Professional Services Agreement effective on the 27th day of June, 2016.

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

SECTION IX

A

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

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

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

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

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

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

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

READ FOR THE FIRST TIME;

READ FOR THE SECOND TIME AND PASSED:

Mayor, Jeff Davis

Approved this ____ day of _____, 2019.

Mayor, Jeff Davis

ATTEST:

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

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

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the ____ of _____, 2019, and thereafter adopted as Ordinance No. 2019-____ of the City of Belton, Missouri, at a regular meeting of the City Council held on the ____ day of _____, 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: January 14, 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

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

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

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

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

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

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

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

DEVELOPMENT AND MAINTENANCE AGREEMENT

Exhibit A

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

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

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

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

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

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

Article I

Developer’s Responsibilities

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

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

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

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

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

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

Article II

General Provisions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DEVELOPER

CITY OF BELTON, MISSOURI

Signature

Signature

Print Name

Print Name

Exhibit A
Legal Descriptions of the Property

Tract 1

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

Tract 2

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

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

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

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

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

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

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

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

SECTION IX

B

AN ORDINANCE APPROVING A SPECIAL USE PERMIT TO ALLOW A TATTOO ESTABLISHMENT AT 230 A. EAST NORTH AVENUE, BELTON, CASS COUNTY, MISSOURI.

WHEREAS, the Belton Planning Commission received a request for a Special Use Permit from Mandi Harvey to allow a tattoo establishment at 230 A. East North Avenue; and

WHEREAS, a public hearing was held before the Belton Planning Commission on December 2, 2019 in accordance with the provisions of Section 40-1 of the Unified Development Code of the City; and

WHEREAS, notice of the hearing was sent to property owners within 185-feet of the subject property by certified mail on November 15, 2019; and

WHEREAS, the Belton Planning Commission voted to recommend approval of the application to the City Council by an 8-0 vote with the following conditions:

1. The Special Use Permit shall be valid for a period of five years after approval of City Council. Renewal shall be by the filing of a new Special Use application.
2. The Special Use permit is subject to all the standards of Section 40-2 Special Use provisions, including conditions, transferability and revocations.
3. The applicant shall stripe the parking lot as shown in the parking exhibit.

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

Section 1. That the City Council of the City of Belton hereby concurs with the recommendation of the Planning Commission and approves the Special Use Permit to allow a tattoo establishment at 230 A. East North Avenue, Belton, MO subject to the conditions stated in the recitals above which are hereby incorporated into this section as if fully set forth herein.

Section 2. That all ordinances or parts of ordinances in conflict with the provisions hereof are hereby repealed.

Section 3. That this Ordinance shall take effect and be in full force from and after its passage and approval.

READ FOR THE FIRST TIME: January 14, 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 regular 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: January 14, 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:

Approval of a Special Use Permit for to allow a tattoo establishment at 230 A. East North Avenue.

BACKGROUND:

The property is zoned a C-2 General Commercial District. This is a retail zoning classification that is located along commercial corridors in the City of Belton. The subject property is an approximate 800 square foot building on a large parcel with other uses, with access from E. North Avenue. The most recent occupant of the property was a consumer loan establishment.

The C-2 zoning district includes Body Art Services as a Special Use Permit. The Unified Development Code (UDO) includes a definition of Body Art Services as follows:

Body art services: Provision of any of the following procedures: body piercing, tattooing, cosmetic tattooing, branding, and scarification. This definition does not include practices that are considered medical procedures by the Missouri Medical Board, which may not be performed in a body art services establishment.

The proposed use would comply with this definition of the UDO. Attorney Eric Collins has prepared the following narrative which provides information on the applicant's experience and business details:

Tattoo Therapy, LLC ("Applicant") is requesting a special use permit in order to operate a tattoo and body piercing business located at 230A E. North Avenue, Belton, Missouri 64012. Applicant's tattooist, John Harvey, received college training in the arts and has been working as a tattoo artist for more than a decade. Images of his artwork have been published in magazines, and he has received awards for tattoos he has created. In Gillette, Wyoming, Applicant's sole member, Mandi Harvey, utilizing the tattooist services of, among others, John Harvey, established a business just like the one Applicant would like to open here, and it is still thriving. Applicant would like to bring that expertise to Belton to create a business that will benefit the community just as the Gillette business has benefitted its community. The business in Gillette has supported its surrounding community in a variety of ways, including by raising money to support causes such as the Boys and Girls Club, suicide awareness and breast cancer awareness and by sponsoring youth and other athletic organizations. Applicant believes this community involvement is a key factor of its success, and Applicant intends to operate its business in Belton in the same way.

Applicant proposes to open the shop in an approximately 800 square foot building situated on the north side of North Avenue. The location is adjacent to a four-lane road that is fully capable of handling the traffic burden Applicant's business will create. The parking adjacent to the building is adequate to serve customers of Applicant's business without causing any inconvenience to the public. Applicant intends to maintain a clean business and building with classy design that will contribute to the aesthetics of the neighborhood. Applicant does not tolerate and actively discourage any use of drugs on or around Applicant's business. Applicant's vision for this business is to create a safe environment that celebrates excellent art and self-expression while striving to promote good in the surrounding community.

The applicant has submitted supplemental information in support of the application. Those items are attached, and include State of Missouri Tattooist Professional Registration certificate, sample interior photographs, building exterior photograph, and parking lot striping plan.

REQUIRED SPECIAL USE STANDARDS FOR APPROVAL:

The UDC requires certain findings be made concerning a Special Use Permit application.

Impact on the public welfare or convenience of the public: The proposed tattoo studio would have no negative impact on the public welfare or convenience at this location. East North Avenue and nearby North Scott Avenue include a variety of personal consumer services such as barbershops/stylists, nail salons, physical therapists and two other tattoo establishments. The proposed use is similar to these other personal consumer uses.

Impact on the value of other property in the neighborhood: The proposed location is in an established commercial corridor, and it is not out of character for the area. It is not likely that the operation would have any impact on the market value or assessed valuation of other property in the neighborhood.

Nature and intensity of the operation with respect to the immediate neighborhood: Tattoo Therapy would be a small studio with limited staffing, it will not be an intense commercial use that would have any negative impact on the immediate neighborhood. The use would not generate any environmental conditions that would impact the area.

Adequacy of the street system to carry traffic generated by the use: The street system is adequate to carry and manage the traffic related to the proposed use.

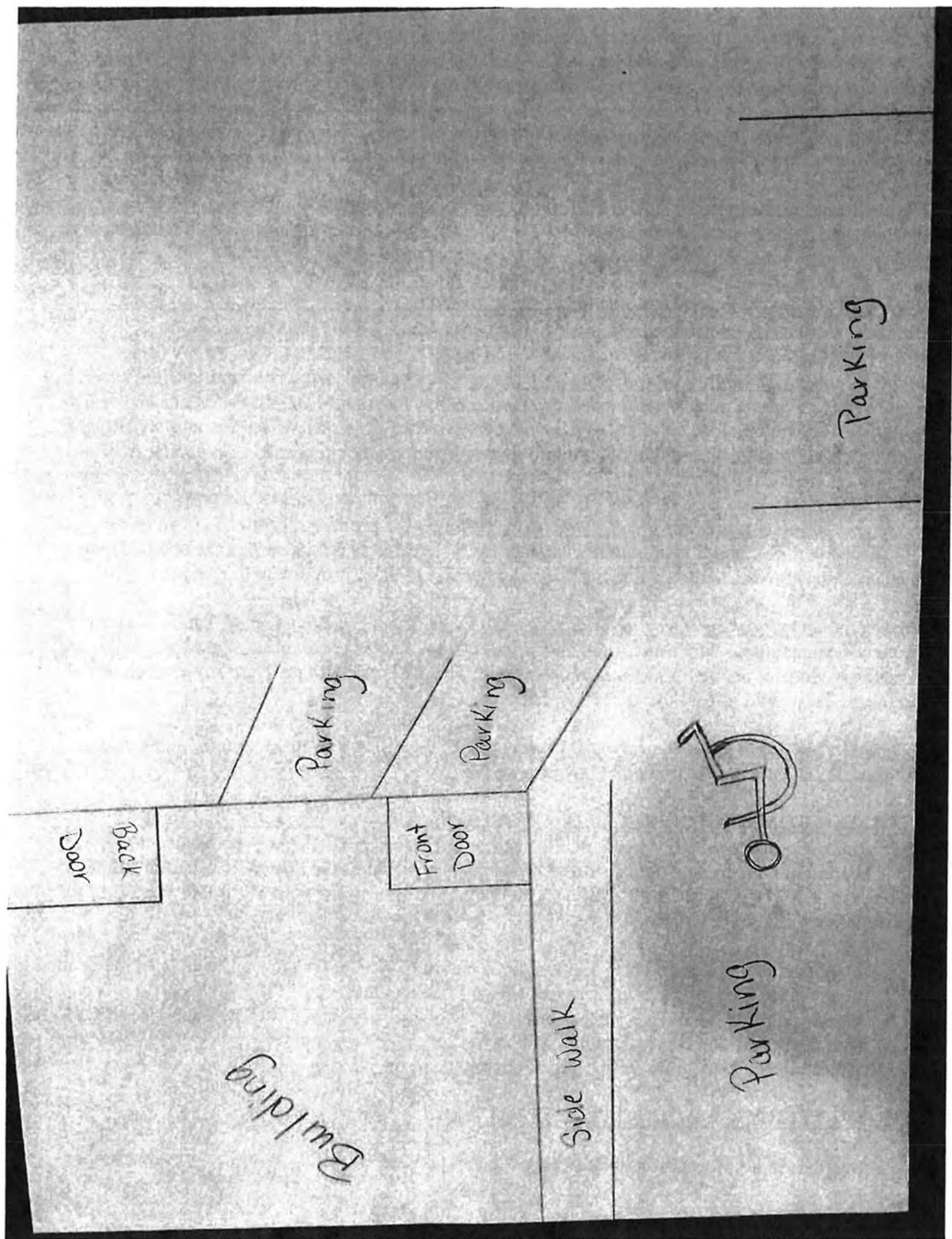
PLANNING COMMISSION RECOMMENDATION:

The Planning Commission convened a public hearing December 2, 2019. At the conclusion of the public hearing, the Planning Commission recommended approval of the Special Use Permit a tattoo establishment at 230 A. East North Avenue. The Planning Commission vote was 8-0 in support of the application with the following conditions:

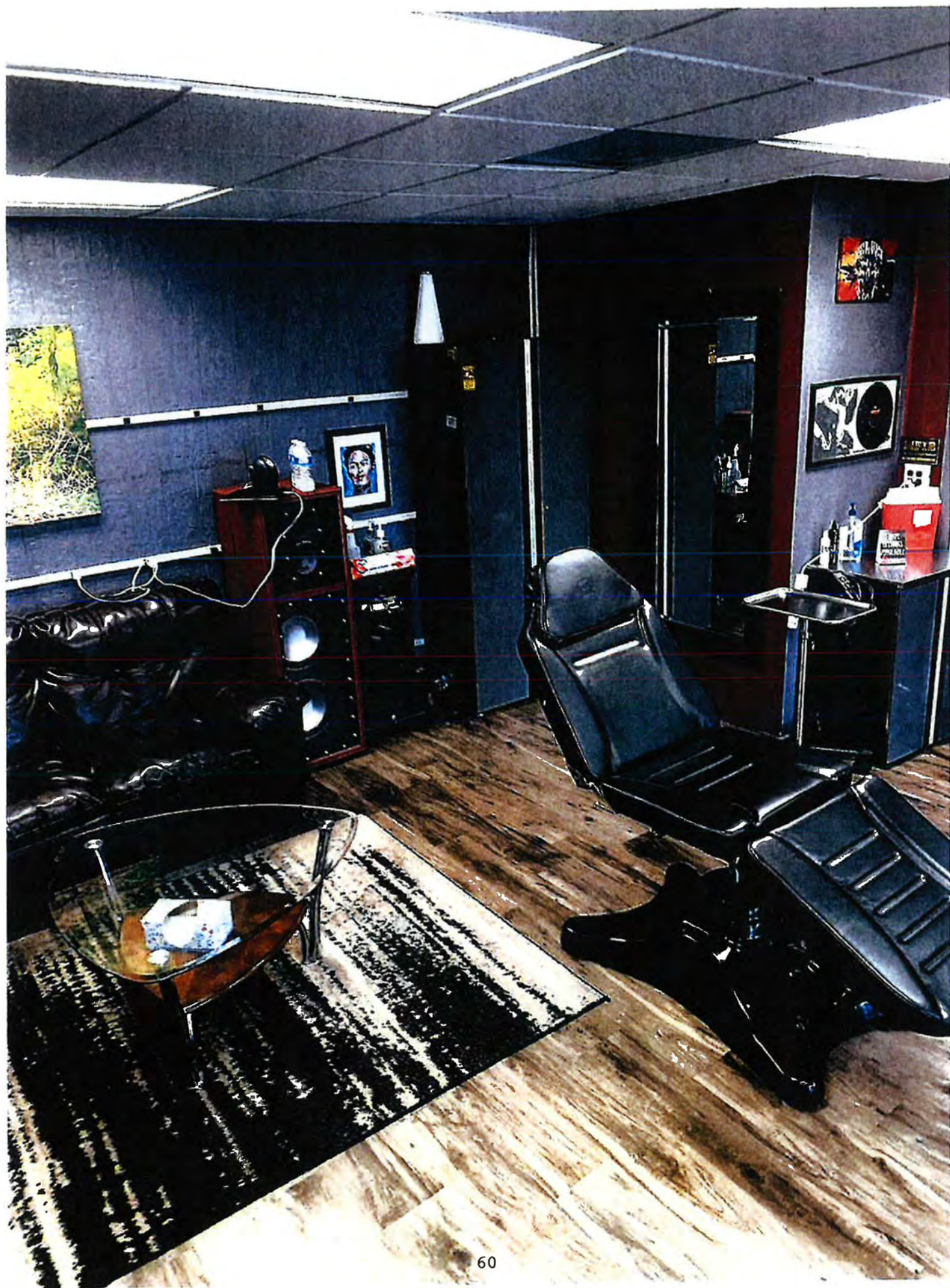
1. The Special Use Permit shall be valid for a period of five years after approval of City Council. Renewal shall be by the filing of a new Special Use application.
2. The Special Use permit is subject to all the standards of Section 40-2 Special Use provisions, including conditions, transferability and revocations.
3. The applicant shall stripe the parking lot as shown in the parking exhibit.

LIST OF REFERENCE DOCUMENTS ATTACHED:

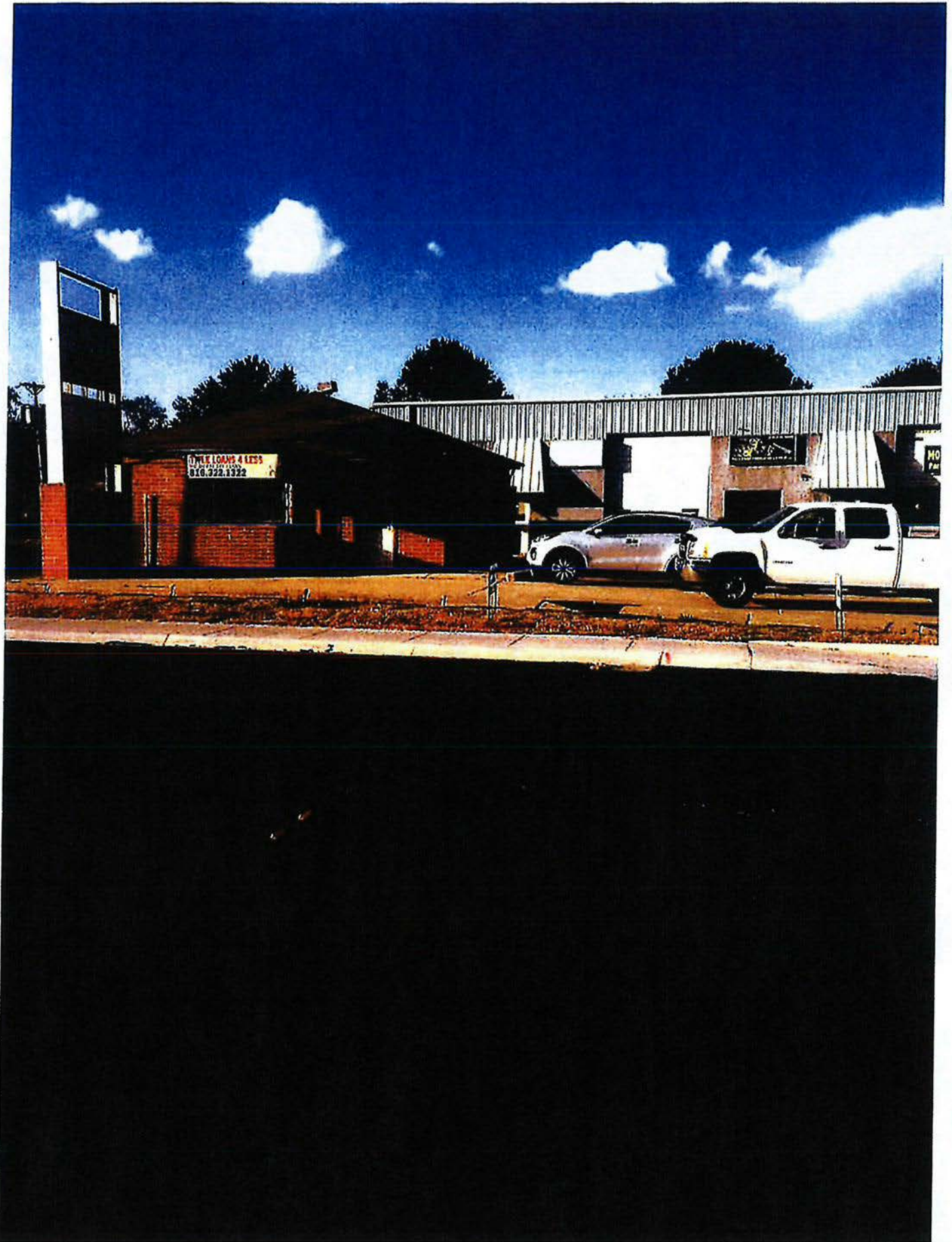
1. Site Map
2. Supplemental Information/photographs.











SECTION IX

C

AN ORDINANCE APPROVING THE CITY OF BELTON, MISSOURI TO APPROVE THE MAINTENANCE AND SERVICE AGREEMENT WITH STRYKER CORPORATION TO PROVIDE MAINTENANCE AND SERVICE TO THE DEPARTMENT'S POWER LOAD SYSTEMS, POWER COTS, AND STAIR CHAIR.

WHEREAS, the state of Missouri Department of Health and Senior Services requires any EMS agency within the state that uses power load systems, power cots, and stair chairs to have a maintenance and service agreement in place to assure safe operations; and

WHEREAS, the Fire Department owns and operates four power cots, power loads, and stair chairs

WHEREAS, the current contract with ProCare Services aka. Stryker for maintenance and service has expired; and

WHEREAS, the Fire Department desires to continue using ProCare (Stryker) as the contracted vender for repairs and maintenance.

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

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

READ FOR THE FIRST TIME:

READ FOR THE SECOND TIME AND PASSED:

Mayor Jeff Davis

Approved this ____ day of January, 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 January, 2020, and thereafter adopted as Ordinance No. ____ of the City of Belton, Missouri, at a regular meeting of the City Council held on the ____, day of January, 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

Sales Rep Name: Todd Tibbetts
ProCare Service Rep: Kevin Thomas

3800 E. Centre Ave
Portage, MI 49009

Date: 12/19/2019
ID #: 191219095103

PROCARE PROPOSAL SUBMITTED TO:

Account Number: 1094998
Account Name: Belton Fire Dept
Account Address: 16300 N Mullen Rd
City, State Zip: Belton, MO 64012

Name: Doug McGuire
Title:
Phone:
Email:

PROCARE COVERAGE

Item No.	Model Number	Model Description	ProCare Program	Qty	Mnths		Total
1	6506	Power Cots	EMS Prevent	4	3		\$988.50
2	6252	Stair Chair	EMS Prevent NB	4	3		\$177.00
3	6390	Power-LOAD	EMS Prevent NB	4	3		\$1,193.25

PROGRAM INCLUDES:**EMS Prevent NB:**

*Includes parts, labor, travel
*Includes 1 annual PM inspection
*Includes unscheduled service and product equipment checklists.
*Replacement parts do not include mattresses, batteries, and other Disposable or expendable parts.

EMS Prevent:

*Includes parts, labor, travel
*Includes 1 annual PM inspection
*Includes unscheduled service
*Includes battery replacement
*Includes product equipment checklists.
*Replacement parts do not include mattresses, and other Disposable or expendable parts.

	ProCare Total	\$2,358.75
	Discount	10%
	FINAL TOTAL	\$2,122.88

Unless otherwise stated on contract, payment is expected upfront.

Start Date: 1/1/2020
End Date: 3/31/2020

Stryker Signature _____ Date _____

Customer Signature _____ Date _____

Purchase Order Number (MUST INCLUDE HARD COPY)

☐ Check of Purchase Order is not required

COMMENTS:

Please email signed Proposal and Purchase Order to procarecoordinators@stryker.com.
Information contained within this quotation is considered confidential and proprietary and is not subject to public disclosure.
valid for 30 days.

All
**Quote pricing

SERIAL NUMBER SHEET			
Item No.	Model	Serial Number	Program
1	6506	110143026	EMS Prevent
2	6506	110143027	EMS Prevent
3	6506	140740439	EMS Prevent
4	6252	060440261	EMS Prevent NB
5	6252	060540738	EMS Prevent NB
6	6252	060540699	EMS Prevent NB
7	6390	150240700	EMS Prevent NB
8	6390	150240701	EMS Prevent NB
9	6390	150841374	EMS Prevent NB
10	6506	1906003500349	EMS Prevent
11	6390	1905012400112	EMS Prevent NB
12	6252	1906010000273	EMS Prevent NB

SERVICE AGREEMENT

This document sets forth the entire Product Service Plan Agreement ("Agreement") between Stryker Medical, (a division of Stryker Corporation), herein and after referred to as "Stryker", and Belton Fire Dept, herein and after, referred to as the "Customer". This is the entire Agreement and no other oral modifications are valid. This Agreement shall remain in effect unless canceled or modified by either party according to the following terms and conditions.

1. SERVICE COVERAGE AND TERM

Stryker shall provide to Customer the services (the "Services") as defined on Page 1 of the Stryker Quote as the equipment ProCare Program (hereinafter each, a "Service Plan"). The equipment covered under said Service Plan is set forth on Exhibit A to the Quote (the "Equipment"). The Services and Service Plan are ancillary to and not a complete substitute for the requirements of Customer to adhere to the routine maintenance instructions provided by Stryker, its equipment and operations manuals, and accompanying labels and/or inserts for the Equipment. Customer covenants and agrees that its personnel will follow the instructions and contents of those manuals, labels and inserts. When Equipment or a component is replaced, the item provided in replacement will be the Customer's property (if Customer owns the Equipment) and the replaced item will be Stryker's property. The Service Plan coverage, term, start date, and price of the Services appear on the Service Plan.

2. EQUIPMENT SCHEDULE CHANGES

During the term of the Agreement and upon each party's written consent, additional Equipment may be included in the Exhibit A. All additions are subject to the terms and conditions contained herein. Stryker shall adjust the charges and modify Exhibit A to reflect the additions.

3. INSPECTION SCHEDULING

Service inspections will be scheduled in advance at a mutually agreed upon time for such period of time as is reasonably necessary to complete the Services. Equipment not made available at the specified time will be serviced at the next scheduled service inspection unless specific arrangements are made with Stryker. Such arrangements will include travel and other special charges at Stryker's then current rates.

4. INSPECTION ACTIVITY

On each scheduled service inspection, Stryker's Service Representative will inspect each available item of Equipment as required in accordance with Stryker's then current Maintenance procedures for said Equipment. If there is any discrepancy or questions on the number of inspections, price, or Equipment, Stryker may amend this Agreement.

5. CUSTOMER OBLIGATIONS

Customer shall use commercially reasonable efforts to cooperate with Stryker in connection with Stryker's performance of the Services. Customer understands and acknowledges that Stryker employees will not provide surgical or medical advice, will not practice surgery or medicine, will not come in physical contact with the patient, will not enter the "sterile field" at any time, and will not direct equipment or instruments that come in contact with the patient during surgery. Customer's personnel will refrain from requesting Stryker employees to take any actions in violation of these requirements or in violation of applicable laws, rules or regulations, Customer policies, or the patient's informed consent. A refusal by Stryker employees to engage in such activities shall not be a breach of this Agreement. Customer consents to the presence of Stryker employees in its operating rooms, where applicable, in order for Stryker to provide Services under this Agreement and represents that it will obtain all necessary consents from patients.

6. SERVICE INVOICING

Invoices will be sent on the agreed payment method. All prices are exclusive of state and local use, sales or similar taxes. In states assessing upfront sales and use tax, Customer's payments will be adjusted to include all applicable sales and use tax amortized over the Service Plan term using a rate that preserves for Stryker, its affiliates and/or assigns, the intended economic yield for the transaction described in this Agreement. All invoices issued under this Agreement are to be paid within thirty (30) days of the date of the invoice. Failure to comply with Net 30 Day terms will constitute breach of contract and future Service will only be made on a prepaid or COD basis, or until the previous obligation is satisfied, or both. Stryker reserves the right, with no liability to Stryker, to cancel any contract on the basis of payment default for any previous equipment or service provided by Stryker or any of its affiliates.

7. PRICE CHANGES

The Service prices specified herein are those in effect as of the date of acceptance of this Agreement and will continue in effect throughout the term of the Service Plan.

8. INITIAL INSPECTION

This Agreement shall be applicable only to such Equipment as listed in Exhibit A, which has been determined by a Stryker's Representative to be in good operating condition upon his/her initial inspection thereof.

9. OPERATION MAINTENANCE

Stryker's Services are ancillary to and not a complete substitute for the requirements of Customer to adhere to the routine maintenance instructions provided by Stryker, its Equipment and operations manuals, and accompanying labels and/or inserts for each item of Equipment. Customer's appropriate user personnel should be entirely familiar with the instructions and contents of those manuals, labels and inserts and implement them accordingly.

10. SERVICE PLAN WARRANTY AND LIMITATIONS

Stryker represents and warrants that the Services shall be performed in a workmanlike manner and with professional diligence and skill. Services will comply with all applicable laws and regulations. During the term of the Service Plan, Stryker will maintain the Equipment in good working condition. Notwithstanding any other provision of this Agreement, the Service Plan does not include repairs or other services made necessary by or related to, the following: (1) abnormal wear or damage caused by misuse or by failure to perform normal and routine maintenance as set out in the Stryker maintenance manual or operating instructions; (2) accidents; (3) catastrophe; (4) acts of god; (5) any malfunction resulting from faulty maintenance, improper repair, damage and/or alteration by non-Stryker authorized personnel; (6) Equipment on which any original serial numbers or other identification marks have been removed or destroyed; or (7) Equipment that has been repaired with any unauthorized or non-Stryker components. In addition, in order to ensure safe operation of the Equipment, only Stryker accessories should be used. Stryker reserves the right to invalidate the Service Plan if Equipment is used with accessories not manufactured by Stryker. TO THE FULLEST EXTENT PERMITTED BY LAW, THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION ARE THE ONLY WARRANTIES APPLICABLE TO THE SERVICES AND ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTY BY STRYKER, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.

11. WAIVER EXCLUSIONS

No failure to exercise and no delay by Stryker in exercising any right, power or privilege hereunder shall operate as a waiver thereof. No waiver of any breach of any provision by Stryker shall be deemed to be a waiver by Stryker of any preceding or succeeding breach of the same or any other provision. No extension of time by Stryker for performance of any obligations or other acts hereunder or under any other Agreement shall be deemed to be an extension of time for performances of any other obligations or any other acts by Stryker.

12. LIMITATION OF LIABILITY

EXCEPT FOR THIRD PARTY DAMAGES RELATED TO STRYKER'S INDEMNITY OBLIGATIONS UNDER SECTION 13, STRYKER'S LIABILITY ARISING UNDER THIS AGREEMENT WILL NOT EXCEED THE AMOUNT OF SERVICE FEES PAID DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE. IN NO INSTANCE WILL STRYKER BE LIABLE TO CUSTOMER FOR INCIDENTAL, PUNITIVE, SPECIAL, COVER, EXEMPLARY, MULTIPLIED OR CONSEQUENTIAL DAMAGES OR ATTORNEYS' FEES OR COSTS FOR ANY ACTIONS UNDER OR RELATED TO THIS AGREEMENT.

13. INDEMNIFICATION

Stryker shall indemnify and hold harmless Customer from any loss or damage brought by a third party which Customer may suffer directly as a result of the gross negligence or willful misconduct of Stryker or its employees or agents in the course of providing Services. The foregoing indemnification will not apply to any liability arising from: (i) an injury or damage due to the negligence of any person other than Stryker's employee or agent; (ii) the failure of any person other than Stryker's employee or agent to follow any instructions outlined in the labeling, manual, and/or instructions for use of the Equipment; (iii) the use of any equipment or part not purchased from Stryker or any equipment or any part thereof that has been modified, altered or repaired by any person other than Stryker's employee or agent; or (iv) any actions taken or omissions made by any Stryker employee while under the direction or control of Customer's staff. Customer agrees to hold Stryker harmless from and indemnify Stryker for any claims or losses or injuries arising from (i)-(iv) above resulting from Customer's or its employees' or agents' actions.

14. TERM AND TERMINATION

The Agreement shall commence on the date indicated on the first Service Plan entered into between the parties and shall continue until Stryker ceases to provide Services or the Agreement is canceled by either party by giving a ninety (90) days prior written notice of any such cancellation to the other party. If this Agreement is canceled during or before the expiration date of the Agreement, Customer will owe for the months covered up to the cancellation date of the Agreement and for any parts, labor, and travel charges, required to maintain Equipment, exceeding that already paid during the Agreement. In the event Customer has pre-paid for the services hereunder, any unused amount as of the date of cancellation shall be returned to the Customer on a pro-rata basis.

15. FORCE MAJEURE

Except for Customer's payment obligations, which may only be delayed and not excused entirely, neither party to this Agreement will be liable for any delay or failure of performance that is the result of any happening or event that could not reasonably have been avoided or that is otherwise beyond its control, provided that the party hindered or delayed immediately notifies the other party describing the circumstances causing delay. Such happenings or events will include, but not be limited to, terrorism, acts of war, riots, civil disorder, rebellions, fire, flood, earthquake, explosion, action of the elements, acts of God, inability to obtain or shortage of material, equipment or transportation, governmental orders, restrictions, priorities or rationing, accidents and strikes, lockouts or other labor trouble or shortage.

16. INSURANCE REQUIREMENTS

Stryker shall maintain the following insurance coverage during the term of the Agreement: (i) commercial general liability coverage, including coverage for products and completed operations liability, with minimum limits of \$1,000,000.00 per occurrence and \$2,000,000.00 annual aggregate applying to bodily injury, personal injury, and property damage; (ii) automobile liability insurance with combined single limits of \$1,000,000.00 for owned, hired, and non-owned vehicles; and (iii) worker's compensation insurance as required by applicable law. At Customer's written request, certificates of insurance shall be provided by Stryker prior to commencement of the Services at any premises owned or operated by Customer. To the extent permitted by applicable laws and regulations, Stryker shall be permitted to meet the above requirements through a program of self-insurance.

17. WARRANTY OF NON-EXCLUSION

Each party represents and warrants that as of the Effective Date, neither it nor any of its employees, are or have been excluded, terminated, suspended, or debarred from a federal or state health care program or from participation in any federal or state procurement or non-procurement programs. Each party further represents that no final adverse action by the federal or state government has occurred or is pending or threatened against the party, its affiliates, or, to its knowledge, against any employee, Stryker, or agent engaged to provide Services under this Agreement. Each party also represents that if during the term of this Agreement it, or any of its employees becomes so excluded, terminated, suspended, or debarred from a federal or state health care program or from participation in any federal or state procurement or non-procurement programs, such will promptly notify the other party. Each party retains the right to terminate or modify this Agreement in the event of the other party's exclusion from a federal or state health care program.

18. COMPLIANCE

Stryker, as supplier, hereby informs Customer, as buyer, of Customer's obligation to make all reports and disclosures required by law or contract, including without limitation properly reporting and appropriately reflecting actual prices paid for each item supplied hereunder net of any discount (including rebates and credits, if any) applicable to such item on Customer's Medicare cost reports, and as otherwise required under the Federal Medicare and Medicaid Anti-Kickback Statute and the regulations thereunder (42 CFR Part 1001.952(h)). Pricing under this Agreement (and each Service Plan) may constitute discounts on the purchase of Services. Customer represents that (i) it shall make all required cost reports, and (ii) it has the corporate power and authority to make or cause such cost reports to be made. To the extent required by law, Customer and Stryker agree to comply with the Omnibus Reconciliation Act of 1980 (P.L. 96-249) and its implementing regulations (42 CFR, Part 420). To the extent applicable to the activities of Stryker hereunder, Stryker further specifically agrees that until the expiration of four (4) years after furnishing Services pursuant to this Agreement, Stryker shall make available, upon written request of the Secretary of the Department of Health and Human Services, or upon request of the Comptroller General, or any of their duly authorized representatives, this Agreement and the books, documents and records of Stryker that are necessary to verify the nature and extent of the costs charged to Customer hereunder. Stryker further agrees that if Stryker carries out any of the duties of this Agreement through a subcontract with a value or cost of ten thousand dollars (\$10,000) or more over a twelve (12) month period, with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request to the Secretary, or upon request to the Comptroller General, or any of their duly authorized representatives the subcontract, and books and documents and records of such organization that are necessary to verify the nature and extent of such costs.

19. CONFIDENTIALITY

The parties hereto shall hold in confidence this Agreement and the terms and conditions contained herein (including Services Plan pricing) and any information and materials which are related to the business of the other or are designated as proprietary or confidential, herein or otherwise, or which a reasonable person would consider to be proprietary or confidential information; and (b) hereby covenant that they shall not disclose such information to any third party without prior written authorization of the one to whom such information relates. The rights and remedies available to a party hereunder shall not limit or preclude any other available equitable or legal remedies.

20. HIPAA

Stryker is not a "business associate" of Customer, as the term "business associate" is defined by HIPAA (the Health Insurance Portability and Accountability Act of 1996 and 45 C.F.R. parts 142 and 160-164, as amended). To the extent the parties mutually agree that Stryker becomes a business associate of Customer, the parties agree to negotiate to amend the Service Plan or this Agreement as necessary to comply with HIPAA, and if an agreement cannot be reached the applicable Service Plan will immediately terminate. All medical information and/or data concerning specific patients (including, but not limited to, the identity of the patients), derived incidentally during the course of this Agreement, shall be treated by both parties as confidential, and shall not be released, disclosed, or published to any party other than as required or permitted under applicable laws. Notwithstanding the foregoing, Stryker may be considered a "business associate" of Customers related to any Service Plan for wireless products and/or other designated business associate services. If Stryker is considered a "business associate" of Customer, Stryker will agree to enter into a business associate agreement with Customer as required by HIPAA.

21. MISCELLANEOUS

Neither party may assign or transfer their rights and/or benefits under this Agreement without the prior written consent of the other party, except that Stryker shall have the right to assign this Agreement or any rights under or interests in this Agreement to any parent, subsidiary or affiliate of Stryker. All of the terms and provisions of this Agreement shall be binding upon, shall inure to the benefit of, and be enforceable by permitted successors and assigns of the parties to this Agreement. This Agreement shall be construed and interpreted in accordance with the laws of the State of Michigan. The invalidity, in whole or in part, of any of the foregoing paragraphs, where determined to be illegal, invalid, or unenforceable by a court or authority of competent jurisdiction, will not affect or impair the enforceability of the remainder of the Agreement. This Agreement constitutes the entire agreement between the parties concerning the subject matter of this Agreement and supersedes all prior negotiations and agreements between the parties concerning the subject matter of this Agreement. In the event of an inconsistency or conflict between this Agreement and any purchase order, invoice, or similar document, this Agreement will control. Any inconsistency or conflict between the terms of this Agreement and a Service Plan shall be resolved in favor of the Service Plan. The sections entitled Limitation of Liability, Indemnification, Compliance, Confidentiality and Miscellaneous of this Agreement shall survive its termination or expiration.

22. MAINTENANCE INSPECTION

This service contract may include products which are beyond their warranty period and tested expected service life. Any such product will be inspected to determine if the product meets the operations and maintenance manual guidelines for that particular product as of the date of inspection. Despite any such inspection, Stryker makes no claims or assurances as to future performance, including no express or implied warranty, for any product which was inspected outside of its warranty period or beyond its tested expected service life.

SECTION IX

D

AN ORDINANCE DETERMINING AND DECLARING THE NECESSITY OF ACQUIRING FOR PUBLIC USE TEMPORARY CONSTRUCTION EASEMENTS, PERMANENT UTILITY EASEMENTS, PERMANENT DRAINAGE EASEMENTS, AND RIGHT-OF-WAY ACQUISITION FOR THE CONSTRUCTION AND MAINTENANCE OF ROAD IMPROVEMENTS RELATED TO THE MULLEN ROAD AND NORTH CASS PARKWAY PROJECT GENERALLY LOCATED IN THE CITY OF BELTON, CASS COUNTY, MISSOURI; AUTHORIZING THE CITY AND ITS DESIGNEES TO NEGOTIATE FOR THE PURPOSE OF ACQUIRING THE EASEMENTS AND PROPERTY ACQUISITION BY CONTRACT OR CONDEMNATION; AND AUTHORIZING THE CITY ATTORNEY AND HIS DESIGNEES TO INSTITUTE CONDEMNATION PROCEEDINGS IF SUCH INTERESTS IN LAND THAT CANNOT BE ACQUIRED BY PURCHASE THROUGH GOOD FAITH NEGOTIATIONS.

WHEREAS, the City Council for the City of Belton, Missouri by ordinance No. 2015-4146 authorized the acquisition of certain easements for the construction and maintenance of road improvements related to the Mullen Road and North Cass Parkway Project (the “**Project**”); and

WHEREAS, due to continued engineering design and certain other changes, the easements incorporated into Ordinance No. 2015-4146 are no longer accurate or necessary for the construction and maintenance of the Project; and

WHEREAS, the City Council for the City of Belton, Missouri, deems it necessary, desirable, advisable and in the public interest to acquire temporary construction easements, permanent utility easements, permanent drainage easements, and permanent right-of-way acquisition together with all appurtenances related thereto, necessary for the purpose of construction and maintenance of the Project and other related public improvements associated with the Project, which is located generally within the City of Belton, Cass County, Missouri; and

WHEREAS, the City has the authority by virtue of Sections 82.240 and Chapter 523 of the Revised Statutes of the State of Missouri (2006, as amended) and by virtue of the Charter of the City of Belton, Missouri, to acquire private property, or any interest therein, by condemnation proceedings as it determines is necessary for any public use, including such uses or purposes stated herein.

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

SECTION 1. It is hereby found, determined, and declared that it is necessary and in the public interest for the public purpose of constructing and maintaining the Mullen Road and North Cass Parkway Project (the “**Project**”) and which are for the benefit of the citizens of the City, pursuant to the plans and specifications on file at Belton City Hall, to acquire, by purchase or condemnation proceedings temporary and permanent easements and acquire right-of-way necessary for construction and maintenance of the Project as set forth and legally described in the plans and specifications on file at Belton City Hall.

SECTION 2. That the City Manager and her designees are hereby authorized to negotiate with the owners of property herein described for the purpose of acquiring said permanent right-of-way, temporary construction, and other easements to said lands.

SECTION 3. That the City Manager and her designees are hereby authorized to execute necessary documents to pay and disburse funds to property owners, others holding property rights, and escrow agents pursuant to negotiated agreements associated with acquisition of said permanent right-of-way, temporary construction, and other easements to said lands as the act and deed of the City of Belton, Missouri.

SECTION 4. That, in the event of failure following good faith negotiations to reach agreement on the amount of compensation to be paid for the acquisition of said permanent right-of-way, temporary construction, utility, drainage, and other easements to said lands by purchase, the City Attorney and his designees are hereby authorized and directed to institute condemnation proceedings for the purpose of acquiring said permanent right-of-way and temporary construction easements to such lands in the manner provided for by law.

SECTION 5. This ordinance shall take effect and be in full force from and after its passage and approval.

READ FOR THE FIRST TIME: January 14, 2020

READ FOR THE SECOND TIME AND PASSED:

Mayor Jeff Davis

Approved this ____ day of January, 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 January, 2020, and thereafter adopted as Ordinance No. 2020-____ of the City of Belton, Missouri, at a regular 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: January 14, 2020

DIVISION: Law

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:

At the October 27, 2015, Regular City Council Meeting, the City Council adopted Ordinance No. 2015-4146 (the “**Acquisition Ordinance**”). The Acquisition Ordinance, among other things, declared that it was in the public interest and there was a public necessity for the City to acquire, through purchase or condemnation, certain easements necessary for the construction and maintenance of the Mullen Road and North Cass Parkway Project. Over the course of the last four years and due to negotiations with certain property owners, the easements that were referenced and incorporated into the Acquisition Ordinance have become dated. The ordinance before the City Council tonight restates the relevant findings and determinations of the Acquisition Ordinance while ensuring that City can obtain the new, updated easements in a more streamlined process.

PROPOSED CITY COUNCIL MOTION:

At the January 14, 2020, regular City Council meeting, approve an ordinance determining and declaring the necessity of acquiring for public use temporary construction easements, permanent utility easements, permanent drainage easements, and right-of-way acquisition for the construction and maintenance of road improvements related to the Mullen Road and North Cass Parkway Project generally located in the City of Belton, Cass County, Missouri; authorizing the City and its designees to negotiate for the purpose of acquiring the easements and property acquisition by contract or condemnation; and authorizing the City Attorney and his designees to institute condemnation proceedings if such interests in land cannot be acquired by purchase through good faith negotiations.

BACKGROUND:

City Staff and the TDD have working with Olsson Associates on the final design of Mullen Road and North Cass Parkway. The City has already acquired the necessary easements from various property owners and is continuing to negotiation with the remaining property owners for the acquisition of the easements through good faith negotiations.

STAFF RECOMMENDATION, ACTION, AND DATE:

Staff proposes the City Council approve the attached ordinance at the January 14, 2020 regular City Council meeting.

LIST OF REFERENCE DOCUMENTS ATTACHED:

Ordinance

SECTION X

A

A RESOLUTION AUTHORIZING THE OFFERING FOR SALE OF SEWERAGE SYSTEM REFUNDING REVENUE BONDS FOR THE BENEFIT OF THE CITY OF BELTON, MISSOURI.

WHEREAS, the City of Belton, Missouri (the "City"), has selected the firm of Gilmore & Bell, P.C., as bond counsel ("Bond Counsel"), and Piper Jaffray & Co., as financial advisor (the "Financial Advisor"), for a series of Sewerage System Refunding Revenue Bonds in the approximate principal amount of \$2,510,000 (the "Bonds") for the purpose of refunding the City's Sewerage System Revenue Bonds Series 2010B (the "Refunded Bonds"); and

WHEREAS, the City desires to authorize the offering for sale of the Bonds pursuant to a competitive public sale and to authorize the Financial Advisor, Bond Counsel and officers of the City to proceed with the preparation, review and distribution of documents for said sale.

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

- Section 1.** The Financial Advisor, Bond Counsel and officers of the City are hereby authorized to proceed with preparation of a notice of sale (the "Notice of Sale"), a preliminary official statement (the "Preliminary Official Statement") and a final official statement (the "final Official Statement") to provide for the competitive public sale of the Bonds. Upon completion of the preparation and review of the Notice of Sale and the Preliminary Official Statement, the Financial Advisor is hereby authorized to proceed with the offering for sale of the Bonds. The final terms of the Bonds shall be determined and approved by subsequent ordinance of the City Council of the City.
- Section 2.** The City Council hereby authorizes the execution of the final Official Statement by the Mayor, the City Manager, the Assistant City Manager, the Finance Director, or other appropriate officers of the City with such changes and additions thereto as such officers or officials shall deem necessary or appropriate, such officer's or official's signature thereon being conclusive evidence of such officer's or official's and the City's approval thereof. The City Council hereby consents to the use and public distribution by the Financial Advisor of the Notice of Sale, the Preliminary Official Statement and the final Official Statement in connection with the competitive public sale of the Bonds.
- Section 3.** For the purpose of enabling the successful bidder on the Bonds (the "Purchaser") to comply with the requirements of Rule 15c2-12(b)(1) of the Securities and Exchange Commission, the Mayor, the City Manager, the Assistant City Manager, the Finance Director or other appropriate officers and officials of the City are hereby authorized, if requested, to provide the Purchaser a letter or certification to the effect that the City deems the information contained in the Preliminary Official Statement to be "final" as of its date, except for the omission of such information as is permitted by Rule 15c2-12(b)(1), and to take such other actions or execute such other documents as such officers or officials in their reasonable judgment deem necessary to enable the Purchaser to comply with the requirements of such Rule.

- Section 4.** The City agrees to provide to the Purchaser within seven business days of the date of the agreement to purchase the Bonds or within sufficient time to accompany any confirmation that requests payment from any customer of the Purchaser, whichever is earlier, an electronic copy of the final Official Statement to enable the Purchaser to comply with the requirements of Rule 15c2-12(b)(4) of the Securities and Exchange Commission and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board.
- Section 5.** The Mayor, the City Manager, the Assistant City Manager, the Finance Director and other officers and representatives of the City, and the Financial Advisor and Bond Counsel are hereby authorized and directed to take such other action as may be necessary to carry out the competitive public sale of the Bonds and the refunding of the Refunded Bonds, including the purchase of United States Treasury Securities and the delivery of a notice of redemption related to the refunding of the Refunded Bonds.
- Section 6.** This Resolution shall be in full force and effect from and after its adoption by the City Council.

Duly read and passed this ____ day of January, 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 January, 2020, and adopted at a regular meeting of the City Council held on the ____ day of January, 2020, by the following vote, to-wit:

AYES: COUNCILMEN

NOES: COUNCILMEN

ABSENT COUNCILMEN

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