

Agenda of the Belton City Council October 27, 2020 – 6:00 p.m. 520 Main Street, Belton Missouri https://www.belton.org/watch

- I. CALL WORK SESSION TO ORDER
- II. ITEMS FOR REVIEW AND DISCUSSION
 - A. FY20 Audited Consolidated Annual Financial Report (CAFR)
- III. ADJOURN WORK SESSION
- IV. CALL MEETING TO ORDER
- V. PLEDGE OF ALLEGIANCE Councilmember Savage
- VI. ROLL CALL
- VII. PERSONAL APPEARANCES

Presentation of a plaque to Captain Don Spears honoring 42 years of service at the Belton Police Department.

Recess for a reception honoring Captain Spears.

- VIII. CONSENT AGENDA One motion, non-debatable, to approve the "recommendations" noted. Any member of the Council may ask for an item to be taken from the consent agenda for discussion and separate action.
 - A. Motion approving the minutes of the October 13, 2020, City Council Meeting.

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B. Motion approving the September 2020 Municipal Division Summary Report for Municipal Court.

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- C. Motion approving Resolution R2020-76
 - A resolution approving the purchase of duty coats from Orr Safety Corporation for the Fire Department in the amount of \$3,967.00.

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D. Motion approving Resolution R2020-77

A resolution approving trade-in of existing golf cart fleet (14, 2007 Yamaha's and 60, 2015 Ezgo TXT) and lease/purchase of seventy-four (74) 2021 Club Car Tempo golf carts with accessories from M&M Golf Cars LLC totaling \$168,980, and financed over five (5) years through DLL Financial Solutions in the amount of \$13,071.10; for a total amount of \$182,051.10.

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E. Motion approving Resolution R2020-78

A resolution approving Task Agreement No. 2020-7 with Breit Construction, LLC, the lowest and best bid, in a not-to-exceed amount of \$21,558.00 for Allen Avenue culvert replacement project water relocation work at 161st Street and Allen Avenue.

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F. Motion approving Resolution R2020-79

A resolution formally accepting the Meadow Creek Phase 2 subdivision new public infrastructure of 3,790 feet of 8" water line and associated valves, fittings, and fire hydrants; 3,846 feet of sanitary sewer main and associated manholes; 3,078 feet of storm sewer and associated structures; 8,754 lane feet of street; and six (6) stop intersections with a two-year maintenance bond in the amount of \$1,577,618.00.

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IX. REGULAR AGENDA

- A. Motion approving the final reading of Bill No. 2020-46 An ordinance authorizing the Mayor to execute the First Amendment to the Amended and Restated Service Contract between the Little Blue Valley Sewer District and the City of Belton, Missouri.
- B. Motion approving the final reading of Bill No. 2020-47, as revised. An ordinance approving the Final Plat for Autumn Ridge Third Plat; a tract of land lying in Section 13, Township 46, Range 33, in the City of Belton, Cass County, Missouri and authorizing the Mayor and City Clerk to sign the plat for recording with the Cass County Recorder's Office.

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- C. Motion approving the final reading of Bill No. 2020-48
 - An ordinance approving the Final Plat for Traditions Villas 2nd Plat; a tract of land lying in the Southwest One-Quarter of Section 18, Township 46 North, Range 32 West, in the City of Belton, Cass County, Missouri and authorizing the Mayor and City Clerk to sign the plat for recording with the Cass County Recorder's Office.
- D. Motion approving the final reading of Bill No. 2020-49
 An ordinance approving an amendment to the City's Zoning Map from C-2 (General Commercial) District to R-3A Planned Unit Development District, for 17.15 acres of the parcel located at the Southeast corner of Towne Center Drive and Markey Parkway, in the City of Belton, Cass County, Missouri.
- X. CITY COUNCIL LIAISON REPORTS
- XI. MAYOR'S COMMUNICATIONS
- XII. CITY MANAGER'S REPORT

<u>November/December City Council Meetings – 6:00 p.m.</u> November 10, 2020 November 24, 2020 December 8, 2020 December 22, 2020

- XIII. COMMUNICATIONS FROM CITY COUNCIL
- XIV. ADJOURN MEETING

SECTION VIII A

Minutes of the Belton City Council October 13, 2020 City Hall Annex 520 Main Street, Belton, Missouri

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

Dave Clements, Director of Planning and Building, gave an overview of the proposed development Center 301 Apartments. This project is on tonight's agenda for rezone. They would like to begin the project spring 2021. The applicant team, Patricia Judson, 4510 Belleview, KCMO and Scott Case, 4200 E Skelly, Tulsa OK, was present. They develop and manage their properties.

Being no further business, Mayor Davis adjourned the work session at 6:35 p.m. and called the regular meeting to order.

Councilmember Lathrop led the Pledge of Allegiance to the Flag.

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

Councilmembers absent: Tim Savage and Dave Clark

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

PERSONAL APPEARANCES

Councilmember Peek read a proclamation for Buckle Up, Phone Down.

CONSENT AGENDA

Councilmember Davidson asked the Council to please remove item F from the Consent Agenda and discuss under separate action.

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

- approving the minutes of the September 22, 2020, City Council Meeting.
- authorizing the sale of surplus city inventory/personal property by Mayo Auction & Realty.
- authorizing the Belton Police Department to purchase new laptop computers to replace old laptops that are out of warranty.
- authorizing the Belton Police Department to purchase four 2021 Ford Utility Police Interceptor Vehicles for a total cost of \$133,328.00.
- approving Resolution R2020-72: A resolution authorizing and directing the Custodian of Records of the City of Belton, Missouri to destroy certain records that have exceeded the retention requirements as set forth by the State of Missouri.

- approving Resolution R2020-74: A resolution approving a Contract for Services for the Public Works Facility for overhead doors with Overhead Door of Kansas City, the low and best bid, in the not-to-exceed amount of \$42,617.00.
- approving Resolution R2020-75: A resolution approving a contract for services to construct a new box culvert at Allen Avenue and 161st Street with Breit Construction, LLC in the not-to-exceed amount of \$309,819.00.

Councilmember Finn seconded. All present voted in favor. Consent agenda approved.

F. Andrea Cunningham, City Clerk, read Resolution R2020-73: A resolution approving Task Agreement No. 2020-1 with Black and McDonald in a not-to-exceed amount of \$83,500.00 for the construction of the distribution panel, electrical cabinet, cutoff switches, and wire at the Public Works Facility.

Presented by Councilmember Trutzel, seconded by Councilmember Lathrop. Councilmember Davidson asked about the on-call agreement the City has with Black and McDonald. Vote on the resolution was recorded with all present voting in favor. Resolution passed.

REGULAR AGENDA

Ms. Cunningham read Bill No. 2020-46: An ordinance authorizing the Mayor to execute the First Amendment to the Amended and Restated Service Contract between the Little Blue Valley Sewer District and the City of Belton, Missouri.

Presented by Councilmember Trutzel, seconded by Councilmember Lathrop. Councilmember Davidson asked why the change if there won't be an impact to billing. Greg Rokos, Public Works Director, said this has been discussed at Little Blue Valley for years. This will smooth out the billing, but all members must vote on it. Vote on the first reading was recorded with all present voting in favor.

Ms. Cunningham read Bill No. 2020-47: An ordinance approving the Final Plat for Autumn Ridge Third Plat; a tract of land lying in Section 13, Township 46, Range 33, in the City of Belton, Cass County, Missouri and authorizing the Mayor and City Clerk to sign the plat for recording with the Cass County Recorder's Office.

Presented by Councilmember Lathrop, seconded by Councilmember Trutzel. Councilmember Peek had questions about the playground. The development team, Robin Martinez, 1828 Swift Ave, #101, NKCMO and Robert Walquist, 821 Columbus, Lee's Summit, was present. Mr. Martinez said they are open to working with the City on the ideas presented. Mr. Clements will work with them on amendments for the 2nd reading of this ordinance. Vote on the first reading was recorded with all present voting in favor.

Ms. Cunningham read Bill No. 2020-48: An ordinance approving the Final Plat for Traditions Villas 2nd Plat; a tract of land lying in the Southwest One-Quarter of Section 18, Township 46 North, Range 32 West, in the City of Belton, Cass County, Missouri and authorizing the Mayor and City Clerk to sign the plat for recording with the Cass County Recorder's Office.

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

Ms. Cunningham read Bill No. 2020-49: An ordinance approving an amendment to the City's Zoning Map from C-2 (General Commercial) District to R-3A Planned Unit Development District, for 17.15 acres of the parcel located at the Southeast corner of Towne Center Drive and Markey Parkway, in the City of Belton, Cass County, Missouri.

Presented by Councilmember Finn, seconded by Councilmember Lathrop. Vote on the first reading was recorded with all present voting in favor. **Councilmember Lathrop moved to hear the final reading.** Councilmember Trutzel seconded. Councilmember Davidson said she'd like to wait until next week for the final reading. She is aware of people who have questions about this, and she hasn't had a chance to touch base with them yet. Mr. Case said this is not time sensitive. Councilmember Lathrop withdrew his motion.

CITY COUNCIL LIAISON REPORTS

Councilmember Davidson gave a Park report.

- Fall sports have been impacted this year.
- October 30 the Conservation Department is stocking the pond with trout.
- HBWC has a virtual 5k/10k

MAYOR'S COMMUNICATIONS

Please continue to be safe and make good choices.

Mayor Davis advised the Council that the City received a letter dated October 2 from the State Auditor's office. We were notified the Auditor's office will be conducting an audit, but don't have any more information on this at this time. Mayor Davis handed the letter over to the City Clerk for filing.

CITY MANAGER'S REPORT

October/November City Council Meetings – 6:00 p.m. October 27, 2020 November 10, 2020 November 24, 2020

COMMUNICATIONS FROM CITY COUNCIL

Councilmember Lathrop asked who pays the cost of the audit? Alexa Barton, City Manager, said the cost is estimated between \$100,000-150,000. The City is required to pay for it. It will be included in the budget. Councilmember Trutzel asked how long the audit will take. Ms. Barton said we don't know. They will tell us when it is and what they will look at.

Being no further business, Councilmember Lathrop moved to adjourn at 7:18 p.m. Councilmember Finn seconded. All present voted in favor. Meeting adjourned.

Andrea Cunningham, City Clerk

Mayor Jeff Davis

SECTION VIII B

DOCKET REPRESENTS A TRUE AND ACCURATE COPY OF COURT PROCEEDINGS HELD

COURT DATES: 9/8/20, 9/15/20, 9/22/20, 9/29/20

10/1/2020 DATE

IN ACCORDANCE WITH COURT OPERATING RULE 4.29 THE ATTACHED MUNICIPAL DIVISION SUMMARY REPORT FOR MONTH OF <u>SEPTEMBER 2020</u> WAS PRESENTED AND REVIEWED BY CITY COUNCIL AS REQUIRED

CITY CLERK

DATE

Payment Plan Reports Collecte Cl



Belton Municipal Division Thursday, October 1, 2020 11:40 AM

Payment Detail Listing By Payment Plan Number From 09/01/2020 - 09/30/2020

PP#	Defendant Name	Trans. Date	Trans. Number	Receipt #	Citation#-Viol.	Amount Paid C	-
PP0000726	BRUNNER, JESSICA D	09/08/2020	503848	R00058931	140804727-1	\$40.00 PY -	1
		PP0000726 Totals:				\$40.00	1
PP0000767	JURADO HERNANDEZ, ALFRE	DO 09/16/2020	504244		190283576-1	\$175.00 AB 🗸	1
		PP0000767 Totals:				\$175.00	
PP0000803	PFLANZ, CHARLES DONOVAN	09/28/2020	504976	R00059310	160765955-1	\$100.00 PY 🗸	7
		PP0000803 Totals:				\$100.00	
PP0000841	SUSKO, JESSICA ROSE	09/08/2020	503884	R00058948	140789316-1	\$20.00 PY 🖌	
		09/09/2020	503904		160754860-1	\$50.00 AB 🗸	1
		PP0000841 Totals:				\$70.00	
PP0001047	JAIMES, DANIEL VERA	09/18/2020	504377	R00059121	140798125-1	\$177.00 PY 🗸	
		PP0001047 Totals:				\$177.00	
PP0001134	SNARGRASS, ANDREW J	09/10/2020	503983	R00058980	140805113-1	\$100.00 PY 🗸	1
	Carbonal Carbonation of				140805112-1		
		PP0001134 Totals:				\$100.00	
PP0001204	MORRISON, JESSIE M	09/01/2020	503500	R00058829	121158143-1	\$106.00 PY 🗸	
		PP0001204 Totals:				\$106.00	
PP0001284	WESTBROOK, BENJAMIN JAM	IES 09/16/2020	504242	R00059094	140802804-1	\$30.00 PY -	7
		PP0001284 Totals:				\$30.00	
PP0001308	HAYDEN, JESSE PAUL	09/29/2020	504998	R00059318	160752137-1	\$60.00 PY 🗸	1
		PP0001308 Totals:				\$60.00	
PP0001317	BASINSKI, TAYLOR MATTHEW		504065	R00059023	160758100-1	\$10.00 PY 🗸	7
110001017	Bronton, niteoritaritari	PP0001317 Totals:	001000			\$10.00	
DD0001457	CORBIN, SHYANNE C	09/19/2020	504409	R00059142	160753150-1	\$10.00 PY 🗸	7
FF0001457	CORBIN, SITTAINE C	PP0001457 Totals:	304403	1000000142	100700100-1	\$10.00	
DDDDDdffdf	MEDINA COOTT	09/10/2020	503990	R00058986	140803995-1	\$30.00 PY -	7
PP0001515	MEDINA, SCOTT	09/10/2020	505990	K00020900	140803995-1	\$133.00 AB ✓	
		PP0001515 Totals:	000101		11000000111	\$163.00	
PP0001562	SESLER, MARK LEE	09/22/2020	504620		140804829-1	\$5.00 AB 🗸	_
FF0001302	SEGLER, MARK LEE	09/22/2020	504623		140804828-1	\$2.50 AB 🗸	
		09/22/2020	504624		140804828-1	\$7.50 AB 🗸	
		09/22/2020	504626	R00059220	140804828-1	\$85.00 PY 🗸	
		PP0001562 Totals:				\$100.00	
PP0001572	BARBER, CHRYSTAL LYNN	09/17/2020	504352	R00059115	160754896-1	\$20.00 PY 🖌	1
		PP0001572 Totals:				\$20.00	
PP0001780	BROWN, DAMARCUS RAPHAE		503699	R00058898	160753670-1	\$50.00 PY -	1
		PP0001780 Totals:				\$50.00	
PP0001915	FROMENT, SHARI DAWN	09/04/2020	503663	R00058869	140801823-1	\$40.00 PY -	7
		PP0001915 Totals:			1010111001	\$40.00	
PP0001980	BERRY, LEIGHANN KATHRYN		504253	R00059096	160757997-1	\$30.00 PY 🗸	7
110001300	BERRY, ELIGIANN RATIR	PP0001980 Totals:	004200	100000000		\$30.00	
DD0000000	GILE, DESTINY CHEYANNE	09/15/2020	50/135	R00059058	160754737-1	\$25.00 PY 🗸	7
PP0002062	GILE, DESTINT CHETANNE	PP0002082 Totals:	504155	R00059050	100754757-1	\$25.00	ĉ
DDaaaaaa	OTEONED DDIAN 10/1 F		504000	B00050022	140902064 4	\$20.00 PY V	>
PP0002089	STEGNER, BRIAN KYLE	09/14/2020	504080	R00059033	140803064-1	\$20.00 PY * \$20.00	*
		PP0002089 Totals:		D00055515	40075700 4 4		7
PP0002136	BREECE, TRACY LYNN	09/08/2020	503810	R00058915	160757664-1	\$40.00 PY ✔ \$40.00	*
		PP0002136 Totals:				\$40.00	

PP0002164	STROTHEIDE, FELICIA R	09/01/2020	503448	R00058813	160752495-1 160760091-1	\$200.00 PY 🗸	,
		PP0002164 Totals:				\$200.00	
P0002307	MADRIGAL, AUGUSTINE MART	FINEZ 09/22/2020	504565	R00059197	160760601-1 190282761-1	\$100.00 PY 🗹	
		PP0002307 Totals:				\$100.00	
P0002327	BECK, AUGUSTINE R	09/09/2020 PP0002327 Totals:	503952	R00058970	121165167-1	\$50.00 PY ✓ \$50.00	
P0002446	UNDERWOOD, GEORGE EDW	ARD 09/03/2020 PP0002446 Totals:	503632	R00058860	160764653-1	\$10.00 PY ✔ \$10.00	
P0002488	HARBOUR, SYLVESTER JR JR	09/11/2020	504014	R00059000	160761458-1	\$20.00 PY 🗸	
		09/30/2020	505108	R00059346	160761458-1	\$10.00 PY 🗸 \$30.00	
00000404		PP0002488 Totals:	504588		160754841-1	\$15.00 AB 🗸	-
P0002491	ROWE, AMANDA SKYE SKYE MICHELLE	09/22/2020	504588		160754841-1	\$15.00 AB *	
		09/22/2020	504591		160754842-1	\$15.00 AB 🗸	
		09/22/2020	504593		160753412-1	\$15.00 AB 🗸	
		09/22/2020	504595	R00059213	160753412-1	\$126.00 PY 🗸	
					160754841-1		
		DD0002404 Totala			160754842-1	\$171.00	
00002525	WHITCRAFT, JODIE M	PP0002491 Totals: 09/08/2020	503852		160762160-1	\$13.00 AB *	_
P0002525	WHITCKAPT, JUDIE M	09/08/2020	503852		160762161-1	\$137.00 AB *	
		PP0002525 Totals:				\$150.00	
P0002542	WOOD, AUSTIN EUGENE	09/25/2020	504799	R00059279	160752785-1 160752854-1	\$270.00 PY 🗸	
		PP0002542 Totals:				\$270.00	
P0002570	GILL, RASHAN ALLEN LIGGINS	09/23/2020 PP0002570 Totals:	504664	R00059240	160762155-1	\$85.00 PY ✓ \$85.00	
P0002681	WELLS, COLE EVERET III	09/08/2020	503811	R00058916	160767588-1	\$100.00 PY *	
		PP0002681 Totals:			160767589-1	\$100.00	
P0002789	MEERKATZ, LOREN WAYNE	09/15/2020	504199		160757695-1	\$12.00 AB 🗸	
		PP0002789 Totals:				\$12.00	
P0002813	GAGNE, MARC ANDRE	09/28/2020	504931		160765112-1	\$15.00 AB 🗸	
		09/28/2020	504932	R00059302	160765112-1	\$85.00 PY ✓ \$100.00	
P0002819	MURPHY, THURSTON RONALE	PP0002813 Totals:	503450	R00058815	160764301-1	\$103.00 PY ✓	_
P0002819	RAYMOND	09/01/2020	505450	R00036615	100704301-1	\$105.00 FT \$	
		PP0002819 Totals:		La contra la		\$103.00	
PP0002844	BURTON, TIFFANY MARIE	09/08/2020	503864	R00058936	160758316-1	\$50.00 PY 🗸	
		PP0002844 Totals:				\$50.00	_
PP0002917	RIDDLE, JEREMY SCOTT	09/18/2020 PP0002917 Totals:	504393	R00059129	160764388-1	\$50.00 PY ✓ \$50.00	
P0002953	SCHMIDT, BAILEY ANN	09/16/2020	504268		140794958-1	\$15.00 AB 🗸	P
		09/16/2020	504269	R00059104	140794958-1	\$48.00 PY 🗸	
	Land and a start in	PP0002953 Totals:				\$63.00	
P0003024	SEXTON, VINCENT E	09/21/2020	504490	R00059170	160764548-1	\$20.00 PY -	1
		PP0003024 Totals:				\$20.00	_
P0003035	CLARK, CORTNEY JERREL	09/10/2020	503959	R00058977	160753554-1 160753555-1	\$383.00 PY 🖌	
		PP0003035 Totals:				\$383.00	_
P0003074	SHEELEY, APRIL DEAN	09/15/2020	504234	R00059091	160765257-1 160765258-1	\$25.00 PY 🗹	
		PP0003074 Totals:				\$25.00	
P0003137	UNDERWOOD, CHARLES RAY	MOND 09/03/2020 PP0003137 Totals:	503633	R00058861	160766375-1	\$20.00 PY ✓ \$20.00	

10/1/2020 11:40:18 AM

PP0003178	EITEL, CAMERON KEITH	09/24/2020 PP0003178 Totals:	504768	R00059258	160763872-1	\$110.00 PY ~ \$110.00
PP0003201	RYAN, SONNY RAY	09/24/2020 PP0003201 Totals:	504779	R00059266	160767504-1	\$50.00 PY 🖌 🖌 \$50.00
PP0003241	ASHLOCK, HAROLD E	09/02/2020 PP0003241 Totals:	503577	R00058843	160768067-1	\$90.00 PY ✓ \$90.00
PP0003250	HICKS, CINDY LOUISE	09/01/2020 09/30/2020 PP0003250 Totals:	503447 505119	R00058812 R00059351	160768365-1 160768365-1	\$20.00 PY ✓ ✓ \$20.00 PY ✓ ✓ \$40.00
PP0003261	SUTTON, DAVID L	09/14/2020 PP0003261 Totals:	504072	R00059028	160766710-1	\$100.00 PY ✓ \$100.00
PP0003264	NEWSOME, TIFFANY R	09/08/2020	503873	R00058941	160768036-1 160768037-1	\$160.00 PY
PP0003304	MALENA, KATHLEEN ERIN	PP0003264 Totals: 09/17/2020	504353	R00059116	160763764-1	\$160.00 \$25.00 PY ✓ ✓ \$25.00
PP0003354	SHEPHERD, KEIRSTAN KAY	PP0003304 Totals: 09/22/2020 PP0003354 Totals:	504505	R00059178	160762661-1	\$40.00 PY
PP0003391	CARTER, TERESA ANN	09/16/2020 PP0003391 Totals:	504254	R00059097	190284050-1	\$50.00 PY
PP0003392	QUICK, KRISTINA NICOLE	09/30/2020 PP0003392 Totals:	505120	R00059352	190283497-1	\$50.00 PY √ \$50.00
	SIMMONS, ASIA TEMAR	09/09/2020 PP0003423 Totals:	503931	R00058966	190284115-1	\$50.00 PY 🗸 🖌 \$50.00
	HUTCHISON, PATRICIA ANN	09/01/2020 PP0003449 Totals:	503515	R00058835	160766000-1	\$55.00 PY ✓ \$55.00
PP0003464	KEETON, TANDRA MICHELLE		504351	R00059114	190282942-1 190282943-1	\$109.50 PY ✓ \$109.50
PP0003499	CARR, TIFFANY JEAN	PP0003464 Totals: 09/08/2020 PP0003499 Totals:	503839	R00058926	190283316-1	\$5.00 PY *
PP0003537	FARMER, PATRICIA A	09/03/2020 PP0003537 Totals:	503597	R00058855	190283922-1	\$25.00 PY 🖌 🖌 \$25.00
PP0003541	WATERS, KAMY NICOLE	09/02/2020 PP0003541 Totals:	503517	R00058837	190284640-1	\$20.00 PY ✓ ✓ \$20.00
		PP0003546 Totals:	503581	R00058847	190285438-1	\$125.00 PY ✓ \$125.00
	WILKINSON, SHEILA MARIE	09/03/2020 PP0003549 Totals:		R00058853	190285039-1	\$25.00 PY * * \$25.00
	WALKINGSTICK, JAMES LEE	09/15/2020 PP0003558 Totals:	504110		190285043-1	\$69.50 PY ✓ \$69.50
an yes an constant	ALFLEN, TRICIA NICOLE	09/07/2020 PP0003562 Totals:	503694	R00058894	160764936-1	\$20.00 PY ✓ ✓ \$20.00 \$10.00 PY ✓
	FERRARI, TANNER B.S.	09/02/2020 PP0003564 Totals:	503594		160763498-1	\$10.00
PPUUU3568	RUTH, BRYAN M	09/16/2020 PP0003568 Totals:	JU4262	R00059099	190285212-1 190285213-1	\$305.00 PY ✔ \$305.00
PP0003576	DALCOUR, ANGELA JEANETTI		503704	R00058900	190284414-1 190284415-1	\$195.00 PY 🗸
PP0003577	KIHN, LINDA ANN	PP0003576 Totals: 09/16/2020	504263	R00059100	190282203-1	\$195.00 \$30.00 PY ✓ ✓
		PP0003577 Totals:			190282204-1	\$30.00

PP0003584	MCCLUSKEY, JUSTIN RYAN	09/29/2020	505104	R00059342	190284704-1 190284705-1	\$60.00 PY 🗸
		PP0003584 Totals:			190204705-1	\$60.00
PP0003600	NOBLITT, KYLE MATTHEW	09/08/2020 PP0003600 Totals:	503882	R00058946	190285825-1	\$80.00 PY 🗸 \$80.00
PP0003601	HALTIWANGER, AIRIEL S	09/22/2020 PP0003601 Totals:	504542	R00059186	190285662-1	\$140.00 PY ✔ \$140.00
PP0003608	WILLIAMS, JOHN VINCENT	09/29/2020 PP0003608 Totals:	505103	R00059341	190285632-1	\$40.00 PY ✓ \$40.00
PP0003616	ELLIOTT, ROBERT ALLEN	09/09/2020 09/22/2020 PP0003616 Totals:	503934 504570	R00058969 R00059198	190285208-1 190285208-1	\$3.00 PY ✓ \$25.00 PY ✓ \$28.00
PP0003625	LANDIS, STACEY MARIE	09/23/2020	504716	R00059252	190285141-1 190286165-1	\$360.00 PY 🗸
		PP0003625 Totals:				\$360.00
PP0003633	HUNEKE, TYLER KEONI	09/28/2020 PP0003633 Totals:	504855	R00059289	190284977-1	\$175.00 PY ✔ \$175.00
PP0003636	WORLEY, HALI N	09/29/2020 PP0003636 Totals:	504997	R00059316	190286160-1	\$105.00 PY ✔ \$105.00
PP0003640	RICHMOND, REBECCA LYNNE	09/02/2020 PP0003640 Totals:	503561	R00058838	140802767-1	\$20.00 PY ✔ \$20.00
PP0003665	HILL, DEANDRE D	09/18/2020 PP0003665 Totals:	504376	R00059120	190283349-1	\$50.00 PY ✓ \$50.00
PP0003669	BRUCE-WORRELL, THERESA		503477	R00058821	190283921-1	\$85.00 PY ✔ \$85.00
PP0003670	JACKSON, RANDELL BURL	09/01/2020 09/30/2020 PP0003670 Totals:	503514 505107	R00058834 R00059345	190285995-1 190285995-1	\$20.00 PY ✓ \$20.00 PY ✓ \$40.00
PP0003689	WILSON, MELINDA KAY	09/04/2020 PP0003689 Totals:	503662	R00058868	160768190-1	\$40.00 PY ✓ \$40.00
PP0003690	BREW, JUSTIN TYRONE	09/14/2020 PP0003690 Totals:	504063	R00059021	190282079-1	\$40.00 PY ✔ \$40.00
PP0003697	WASMER, JAROD WARREN	09/22/2020 PP0003697 Totals:	504513	R00059182	190284529-1	\$40.00 PY ✓ \$40.00
PP0003702	WILSON, BIANCA NICHOLE	09/08/2020 PP0003702 Totals:	503874	R00058942	190285819-1	\$25.00 PY ✓ \$25.00
PP0003726	ABRAMS, KAELA MARRISSA	09/22/2020 PP0003726 Totals:	504582	R00059208	190286415-1	\$50.00 PY ✓ \$50.00
PP0003744	SMITH, DORIS ROSALEE	09/08/2020 PP0003744 Totals:	503895		190287351-1	\$25.00 AB \$25.00
PP0003745	CARTER, MARY T	09/14/2020 PP0003745 Totals:	504105	R00059046	190287437-1	\$65.00 PY ✓ \$65.00
PP0003751	GONZALES, OLIVIA M	09/04/2020 PP0003751 Totals:	503685	R00058885	190286685-1	\$40.00 PY - \$40.00
PP0003787	DANNAHOWER, CHRISTOPHE BRANDON		504026	R00059010	190289777-1	\$225.00 PY 🗸
	al a chatter	PP0003787 Totals:	-		The second state of the se	\$225.00
PP0003796	LOPEZ, URCISIO D	09/22/2020 PP0003796 Totals:	504539	R00059184	190286210-1	\$100.00 PY - \$100.00
PP0003797	BOYER, SCOTT PATRICK	09/16/2020 PP0003797 Totals:	504287	R00059109	190286691-1	\$160.00 PY ✔ \$160.00
PP0003800	BAKER, NANCY CECILIA	09/03/2020 PP0003800 Totals:	503634	R00058862	190287838-1	\$20.00 PY ✓ \$20.00
PP0003801	MAYFIELD, DALEVIONE CORE		504579	R00059205	190286933-1 190286934-1	\$200.00 PY -
		PP0003801 Totals:				\$200.00

10/1/2020 11:40:18 AM

	BAKER, KIMBERLY N	09/19/2020 PP0003802 Totals:	504408	R00059141	190287928-1	\$100.00 PY ✓ ✓ \$100.00
PP0003806	WALTERS, CHERYL DEAN	09/02/2020	503592	R00058851	190287938-1 190287939-1	\$100.00 PY
_		PP0003806 Totals:				\$100.00
PP0003810	SCOTT, BONNY R	09/05/2020 PP0003810 Totals:	503688	R00058888	190287715-1	\$100.00 PY ✓ \$100.00
PP0003813	WRIGHT, WILLIE LOKE	09/08/2020 09/21/2020	503808 504460	R00058913 R00059148	190287890-1 190287889-1	\$45.00 PY ✓ ✓ \$45.00 PY ✓ ✓
		09/23/2020 PP0003813 Totals:	504694	R00059241	190287890-1 190287889-1	\$45.00 PY ✔ ✔ \$135.00
PP0003814	BAKER, LYDIA M.	09/10/2020	503994	R00058989	190287186-1	the second s
		PP0003814 Totals:	TO A DO	_		\$50.00 PY ✔ \$50.00
	BRIGGS, HANNAH MARIE	09/29/2020 PP0003817 Totals:	505068	R00059332	190287390-1	\$200.00 PY ✓ \$200.00
PP0003820	GREENLEE, DANIELLE ALEX		503513	R00058833	190287803-1	\$40.00 PY 🖌 🖌
		09/28/2020 PP0003820 Totals:	504854	R00059287	190287803-1	\$40.00 PY 🖌 🖌 \$80.00
PP0003825	CHATMON, LAKEISHA JANEL	L 09/25/2020 PP0003825 Totals:	504780	R00059267	190287468-1	\$20.00 PY ✓ \$20.00
PP0003827	LIENHARD, MARY L	09/01/2020 PP0003827 Totals:	503474	R00058817	190287781-1	\$50.00 PY 🗸 🖌 \$50.00
PP0003832	BRYAN, WALTER M	09/22/2020 PP0003832 Totals:	504587	R00059210	190283134-1	\$25.00 PY 🖌 🖌
PP0003834	DUSSETSCHLEGER, DONALI		504770	R00059260	190288745-1	\$200.00 PY * \$200.00
PP0003843	HARRISON-PERKINS, AISLYN		503933	R00058968	140800601-1	\$20.00 PY -
		09/22/2020 PP0003843 Totals:	504663	R00059239	140800601-1	\$20.00 PY
PP0003844	WEITL, CHRISTINA L	09/11/2020	504025	R00059009	190286462-1	\$30.00 PY 🗸 🗸
		09/23/2020 PP0003844 Totals:	504720	R00059255	190286462-1	\$30.00 PY ✓ ✓ \$60.00
P0003846	KERNS, ASHLEY J	09/01/2020	503475	R00058818	190282820-1	\$100.00 PY 🗸
		PP0003846 Totals:				\$100.00
PP0003854	RITCHEY, BRITTNEY SHAYLE	NE 09/17/2020 PP0003854 Totals:	504355	R00059118	190289802-1	\$200.00 PY ✔ \$200.00
PP0003865	KUHNS, ADRIAN C	09/14/2020 PP0003865 Totals:	504062	R00059020	190288683-1	\$150.00 PY ✓ \$150.00
PP0003868	GREEN, TOREY DARNELL	09/28/2020 PP0003868 Totals:	504933	R00059303	190288318-1	\$50.00 PY ✓ ✓ \$50.00
PP0003870	KEESOON, EDGAR O.	09/17/2020	504344	R00059110	190285565-1 190285567-1	\$50.00 PY -
		PP0003870 Totals:			130203307-1	\$50.00
PP0003878	HILL, APRIL MARIE	09/01/2020 09/30/2020	503484 505117	R00058824 R00059349	190288018-1 190288018-1	\$100.00 PY \$50.00 PY
	and the second	PP0003878 Totals:				\$150.00
PP0003880	HARKINS, JENNIFER MARIE	09/22/2020 PP0003880 Totals:	504639	R00059228	160759991-1	\$100.00 PY ✔ ✔ \$100.00
PP0003883	LOSURE, SEAN S	09/06/2020 PP0003883 Totals:	503689	R00058889	140799064-1	\$25.00 PY ✓ ✓ \$25.00
PP0003884	MONROE, KIJUAN IL'YAS	09/22/2020 PP0003884 Totals:	504561	R00059195	160755618-1	\$30.00 PY 🗸 🖌 \$30.00
PP0003886	MATLOCK, LEANDRA JEAN	09/03/2020 PP0003886 Totals:	503627	R00058856	190287308-1	\$75.00 PY ✓ \$75.00
PP0003888	KERMER, RAYN NICOLE	09/15/2020 PP0003888 Totals:	504169	R00059073	190288429-1	\$80.00 PY * \$80.00

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PP0003895	HERMAN, DANIEL DOUGLAS	09/09/2020 PP0003895 Totals:	503957	R00058974	190287199-1	\$100.00 PY ✔ \$100.00
PP0003896	BUTLER, SAMANTHA R	09/11/2020 PP0003896 Totals:	504012	R00058997	190288488-1	\$100.00 PY ✔ \$100.00
PP0003901	WITHAM, DAKOTA EDWARD	09/04/2020 PP0003901 Totals:	503669	R00058875	190290933-1	\$200.00 PY √ \$200.00
PP0003903	PENNINGTON, KRYSTAL LYN	N 09/08/2020 PP0003903 Totals:	503702	R00058899	190287714-1	\$30.00 PY ✔ ✔ \$30.00
PP0003905	SIMPSON, SIMON RAY DUANE	09/08/2020 PP0003905 Totals:	503705	R00058901	190287531-1	\$100.00 PY 🖌 🖌 \$100.00
PP0003906	BALCOM, LEE EARL	09/08/2020 09/15/2020 09/23/2020 PP0003906 Totals:	503834 504207 504717	R00058923 R00059083 R00059253	190287461-1 190287461-1 190287461-1	\$20.00 PY ✓ ✓ \$20.00 PY ✓ ✓ \$20.00 PY ✓ ✓ \$60.00
PP0003909	DAMRON, DYLAN JAMES	09/08/2020	503801	R00058909	190287296-1 190288571-1	\$200.00 PY 🗸 🖌
		PP0003909 Totals:				\$200.00
	COOK, JEFFERY WAYNE	09/08/2020 PP0003910 Totals:	503824	R00058920	190286788-1	\$25.00 PY \$25.00
PP0003913	BROWN, JAMELLE DESHAUN	E 09/08/2020 09/28/2020 PP0003913 Totals:	503837 504864	R00058924 R00059294	190288721-1 190288721-1	\$75.00 PY ✔ \$75.00 PY ✔ \$150.00
PP0003915	RAUBER, BAILEY ALEXANDRI		503849	R00058930	190289263-1	\$100.00 PY 🗸 🖌 \$100.00
PP0003916	SAELENS, LANEI T	09/08/2020 09/15/2020 09/22/2020 09/29/2020 PP0003916 Totals:	503877 504115 504506 504978	R00058943 R00059057 R00059179 R00059312	190287698-1 190287698-1 190287698-1 190287698-1 190287698-1	\$25.00 PY ✓ \$25.00 PY ✓ \$25.00 PY ✓ \$25.00 PY ✓ \$100.00
PP0003917	WILLIAMS, KORTEZ DAYZAUG	GH 09/08/2020 PP0003917 Totals:	503878	R00058944	190288570-1	\$50₋00 PY ✔ ✔ \$50.00
PP0003919	FOX, EVERETT LEE	09/30/2020 PP0003919 Totals:	505143	R00059355	190290583-1	\$150.00 PY ✔ \$150.00
PP0003922	SCHREIBER, SHAREE LEE	09/22/2020 PP0003922 Totals:	504571	R00059199	190286835-1	\$225.00 PY ✓ \$225.00
PP0003923	VAZQUEZ, ALEXIS GALVAN	09/19/2020 PP0003923 Totals:	504410	R00059143	190288921-1	\$150.00 PY ✔ \$150.00
PP0003925	GOLDSTON, HOLLEN A	09/15/2020 PP0003925 Totals:	504154	R00059065	190288685-1	\$25.00 PY 🖌 🖌 \$25.00
PP0003926	DIMMICK, DARCY KEVIN	09/15/2020 PP0003926 Totals:	504155	R00059066	190288681-1	\$100.00 PY ✔ ✔ \$100.00
PP0003929	HERMON, BRADLEY WILLIAM	09/15/2020 PP0003929 Totals:	504173	R00059074	190289111-1	\$25.00 PY ✔ ✔ \$25.00
PP0003931	BECHTLE, PAULA L	09/15/2020 PP0003931 Totals:	504202	R00059081	190288508-1	\$100.00 PY ✓ ✓ \$100.00
PP0003932	ROBERTS, CARLEY KRISTINE	09/15/2020 PP0003932 Totals:	504223	R00059087	190287454-1	\$25.00 PY ✔ ✔ \$25.00
PP0003937	OWENS, BRANDON TYLER	09/17/2020 PP0003937 Totals:	504349	R00059112	190291105-1	\$200.00 PY ✓ \$200.00
PP0003939	VAUGHN, SARAH	09/22/2020 PP0003939 Totals:	504562	R00059196	190289805-1	\$50.00 PY ✔ ✔ \$50.00
	WILSON, MARVIN DELEON JR	09/22/2020 PP0003943 Totals:	504583	R00059207	190288237-1	\$20.00 PY ✔ ✔ \$20.00
PP0003946	LOPEZ, MICHELLE J.N.	09/22/2020 PP0003946 Totals:	504610	R00059218	190289024-1	\$25.00 PY ✔ ✔ \$25.00

PP0003965	CLAY, AARON MARSHALL	09/29/2020 PP0003965 Totals:	505106	R00059344	160768237-1	\$100.00 PY ✓ \$100.00	1
		PP0003957 Totals:				\$80.00	1
		09/29/2020	505021		190285249-1	\$15.00 AB 🗸	
		09/29/2020	505020		190285249-1	\$15.00 AB 🗸	
PP0003957	BROWN, NATHANUAL DAVID	09/29/2020	505018		190285249-1	\$50.00 AB 🗸	
C	and and	PP0003956 Totals:				\$90.00	
PP0003956	GORDON, DESTINY	09/29/2020	505010	R00059322	190289688-1 190289689-1	\$90.00 PY 🗸	7
		PP0003955 Totals:				\$50.00	
PP0003955	JENNINGS, CODY LEE	09/29/2020	505008	R00059321	190290549-1	\$50.00 PY 🗸	1
		PP0003949 Totals:				\$50.00	
PP0003949	HOPKINS, WENDELL A	09/22/2020	504646	R00059232	190282823-1	\$50.00 PY -	1
	A	PP0003948 Totals:				\$20.00	
PP0003948	DAVIS, BRIEANNE JO	09/22/2020	504636	R00059226	190289244-1	\$20.00 PY 🖌	-
		PP0003947 Totals:				\$200.00	
PP0003947	THEESFELD, DYLAN JAMES	09/22/2020	504625	R00059221	160753859-1 160766583-1	\$200.00 PY 🗸	1

Report Totals

\$12,400.00



Belton Municipal Division 10/1/2020 1:15:08 PM Totals For Filed Date From 09/01/2020 To 09/30/2020 Posted Fee Totals For Posted Date From 09/01/2020 To 09/30/2020

Violations By Filed Date		
City Ordinance	91	
IPMC CODE	14	
MOVING TRAFFIC	247	
Traffic	133	
Total Violations Filed:	485	

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

	City Ordinance	2	
	MOVING TRAFFIC	77	
017	Parking	2	
	Traffic	80	
	CL	161	
	Total Violations Completed-Paid Fines:	161	

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

CL		295	
UNIFIED DEVELOPMENT	CODE 2		
Traffic	139		
Parking	2		
MOVING TRAFFIC	82		
IPMC CODE	3		
City Ordinance	67		



Belton Municipal Division 10/1/2020 1:15:08 PM Totals For Filed Date From 09/01/2020 To 09/30/2020 Posted Fee Totals For Posted Date From 09/01/2020 To 09/30/2020

Violations Completed-Before Judge By Filed Date

DC-Dismissed by Complainant

City Ordinance	1		
DC	*********	1	
DI-CLOSED BY SIS			
City Ordinance	1		
IPMC CODE	2		
MOVING TRAFFIC	10		
DI		13	
DO-DISMISSED BY OFFICER			
MOVING TRAFFIC	1		
DO		1	
DP-Dismissed by Prosecutor			
City Ordinance	17		
MOVING TRAFFIC	20		
DP		37	
DW-DISMISSED NO WITNESS			
City Ordinance	3		
DW		3	
DX-FOUND NOT GUILTY AT TRIA	L		
MOVING TRAFFIC	38		
Traffic	2		
DX		40	***************************************
Total Violations Completed-Before Judge:		390	
Traffic	2		



Belton Municipal Division 10/1/2020 1:15:08 PM Totals For Filed Date From 09/01/2020 To 09/30/2020 Posted Fee Totals For Posted Date From 09/01/2020 To 09/30/2020

Violations Completed-Other By Filed Date DO-DISMISSED BY OFFICER

IPMC COD	Ε	1			
	DO		2		
Total Violations Co	ompleted-Paid Fines:		2		
Total Viola	tions Completed-Paid Fines:	161			
Total Violatio	ns Completed-Before Judge:	390			
Total Violati	ons Completed-Before Jury:	0			
'otal Violations Co	mpleted-Before Teen Court:	0			
Total V	iolations Completed-Other:	2			
	Total Violations Completed:	553			
	Total Violations Filed:	485			
Net D	ifference Filed - Completed:	-68			
Warrants Issued					
City Ordinance	427				
IPMC CODE	6				
MOVING TRAFFIC	291				 *****
Parking	4				
Traffic	303				
Total Warrants Iss	ued: 1031	Total Violatio	ons:	1031	
Warrants Cleared					
City Ordinance	97				
MOVING TRAFFIC	61				



Belton Municipal Division 10/1/2020 1:15:08 PM Totals For Filed Date From 09/01/2020 To 09/30/2020 Posted Fee Totals For Posted Date From 09/01/2020 To 09/30/2020

Traffic	54			
Total Warrants Cleared:	212	Total Violations:	212	
Total Warrants Issued:	1031			
Total Warrants Cleared:	212			
Net Difference:	819			
violations Completed-Other Paic AJ-SUSPENDED IMPOSI	l By Filed Date FION OF SENT	'EN		
MOVING TRAFFIC		6		
AJ		6		
CD-Completion date for scl	100l(s)			
MOVING TRAFFIC		4		
CD		4		
CN-Continued Arraignmen	t			
City Ordinance		10		
MOVING TRAFFIC		6		
Traffic		9		
CN		25		
CS-Community Service Ho	urs			
City Ordinance		1		
CS		1		
PP-Payment plan				
City Ordinance		31		
IPMC CODE				



Belton Municipal Division 10/1/2020 1:15:08 PM Totals For Filed Date From 09/01/2020 To 09/30/2020 Posted Fee Totals For Posted Date From 09/01/2020 To 09/30/2020

Violations Completed-Other Paid By Filed Date

MOVING TRAFFIC	38		
Parking	1	***************************************	
Traffic	13		
PP		84	
WI-Warrant Issued			
City Ordinance	18		
MOVING TRAFFIC	7		
Traffic	14		
WI		39	
Total Violations Completed-Other Paid:		159	



Belton Municipal Division 10/1/2020 1:15:08 PM

Posted Fee Totals For Posted Date From 09/01/2020 To 09/30/2020

Fee Code	Fee Description	Paid	
BF (84)	BOND FORFEITURE	\$2,955.00	
CC (76)	COURT COSTS	\$4,737.66	
CN (CA)	COURT NOTIFCATION AUTOMATION	\$836.90	
CVC2 (74)	CRIME VICTIMS CITY	\$158.36	
CVS2 (CV)	CRIME VICTIMS STATE	\$3,105.37	
DM (82)	DOMESTIC VIOLENCE	\$856.00	
DWI (77)	DWI RECOVERY COST	\$406.40	
FINE (76)	FINE	\$51,119.84	
ILFC (83)	ILF- CITY	\$428.63	
IS (IS)	INMATE SECURITY FUND	\$861.27	
the second se	RESTITUTION	\$636.89	
SR (SR)	SHERIFF RETIREMENT	\$1,306.63	
N	TRAINING FUND CITY	\$852.89	
TFS (81)	TRAINING FUND STATE	\$435.55	
TFS (81)	TRAINING FUND STATE		

Report Totals:

\$68,697.39

MUNICIPAL DIVISION SUMMARY REPORTING FORM

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

I. COURT INFORMATION	Contact information s		t			
		lton	-		eriod: 9/2020	
Mailing Address: 7001 E. 16	3rd St. Belton 640	12	Softwa	are Vendor: Tyle	r Technologies	
Physical Address: 7001 E. 16	3rd St. Belton 640	12	County: CASS COUNTY Circuit: 17			
Telephone Number: (816) 331-2	2798		Fax N	umber: (816) 34	48-4439	
Prepared by: Laura Ellis	E-ma	il Address: be	Itoncou	irts@beltonmoc		iNotes 🗵
Municipal Judge(s) ROSS NIGR	30 J	udge is Attorne	ey 🛛	Prosecuting At	torney: WILLIAN	N. MARSHALL
II. MONTHLY CASELOAD IN	FORMATION			hol and Drug ated Traffic	Other Traffic	Non-Traffic Ordinance
A. cases (citations / informatic	ons) pending at sta	rt of month		131	4,356	1,710
B. cases (citations / informatic	ons) filed			8	373	104
C. cases (citations / informatic	ons) disposed					
1. jury trial (Springfield, Jeffersor	n County, and St. Lo	uis County only)				
2. court / bench trial - GUILTY	,			0	9	3
3. court / bench trial - NOT G	JILTY			0	40	0
4. plea of GUILTY in court			1	9	240	92
 Violations Bureau Citations (i. bond forfeitures by court orde 	e., written plea of gu er (as payment of fine	ilty) and es / costs)		0	159	2
6. dismissed by court				0	0	3
7. nolle prosequi			-	1	20	20
8. certified for jury trial (not he	ard in the Municipa	al Division)		0	0	0
9. TOTAL CASE DISPOSITIO	DNS			10	468	120
D. cases (citations / informatic [pending caseload = (A + E		d of month		129	4,261	1,694
E. Trial de Novo and / or appe	al applications filed	d	1	0	1	0
III. WARRANT INFORMATION	N (Pre and Post D	isposition)	IV. <u>P</u>	ARKING TICKE	TS	
1. # issued during reporting	period	1,031		# issued during	period	0
2. # served/withdrawn during	g reporting period	212	1	Court staff	does not proces	s parking tickets
3. # outstanding at end of re	porting period	4,366		e our our		

Office of State Courts Administrator, Statistics, 2112 Inglastrial Drive, P.O. Box 104480, Jefferson City, MO 65110 OSCA Help Desk: 1-888-541-4894 Fax: 573-526-0338

MUNICIPAL DIVISION SUMMARY REPORTING FORM

COURT INFORMATION	Municipality: Belton	Reporting Period: 9/2020	
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V. DISBURSEMENTS		· · · · · · · · ·		
Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage C limitation)		Other Disbursements cont.		
Fines - Excess Revenue	\$33,834.16			
Clerk Fee - Excess Revenue	\$3,899.31			
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$120.25			
Bond forfeitures (paid to city) - Excess Revenue	\$655.00			
Total Excess Revenue	\$38,508.72			
Other Revenue (non-minor traffic and ordinand not subject to the excess revenue percentage l				
Fines - Other	\$18,122.58			
Clerk Fee - Other	\$1,266.98			
Judicial Education Fund (JEF) Court does not retain funds for JEF	\$0.00			
Peace officer Standards and Training (POST) Commission surcharge	\$435.55			
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$3,105.37			
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$38.11			
Law Enforcement Training (LET) Fund surcharge	\$852.89			
Domestic Violence Shelter surcharge	\$856.00			
Inmate Prisoner Detainee Security Fund surcharge	\$861.27			
Sheriffs' Retirement Fund (SRF) surcharge	\$1,306.63			
Restitution	\$636.89			
Parking ticket revenue (including penalties)	\$0.00			
Bond forfeitures (paid to city) - Other	\$2,300.00			
Total Revenue Other	\$29,782.27			
Other Disbursements: Enter below additional sur		Total Other Disbursements	\$406.40	
and/or fees not listed above. Designate if subject to revenue percentage limitation. Examples include, l limited to, arrest costs, witness fees, and board bil	but are not	Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$68,697.39	
DWI RECOVERY COST	\$406.40	Bond Refunds	\$0.00	
		Total Disbursements	\$68,697.39	

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Municipal Division Summary Reporting

✓ Select A Different Action

17th Judicial Circuit - Cass County - Belton Municipal Division

79			Cass		
17th					
MDSR	10	Cass	Select Count	у	
17th	Belton Munic	ipal Divisic Select Municipa	al Division 79		
new	new	0	Select		
Add October R	eport 🛨				
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Are you the Principal/Chief Judge?

Yes No

SECTION VIII C

R2020-76

A RESOLUTION APPROVING THE PURCHASE OF DUTY COATS FROM ORR SAFETY CORPORATION FOR THE FIRE DEPARTMENT IN THE AMOUNT OF \$3,967.00.

WHEREAS, current industry standards are changing due to secondary evidence demonstrating that fire byproduct hazards can cause an increased risk of firefighters contracting cancer; and

WHEREAS, the department has an obligation to protect our members with appropriate cold weather gear and many firefighters use their assigned firefighting coat for warmth in the winter during EMS calls; and

WHEREAS, quotes were received for these items with Orr Safety Corporation providing the low and bet bid; and

WHEREAS, the purchase of duty coats was approved in the FY21 budget.

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

- Section 1. The City Council hereby approves the purchase of coats from ORR Safety Corporation per the attached quote incorporated as Exhibit A.
- **Section 2.** That this resolution shall be in full force and effect from and after its passage and approval.

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

Mayor Jeff Davis

ATTEST:

Andrea Cunningham, City Clerk of the City of Belton, Missouri STATE OF MISSOURI)COUNTY OF CASS)SSCITY 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



Orr Safety Corporation 11601 Interchange Dr Louisville KY 40229

Quote	QS04398927
Date	10/21/2020
Page	1

QUOTE

Bill To:

Ship To:

CITY OF BELTON FIRE DEPARTMENT 16300 N MULLEN RD BELTON MO 64012-2618 CITY OF BELTON FIRE DEPARTMENT 16300 N MULLEN RD BELTON MO 64012-2618

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Freight Term	Payment Terms	Red	q Ship Date	Master No.
JOHNSAPP	4025271	4000	UPS GROUND	PPA	NET 30 / AR		/0000	6,295,451
Quantity Ite	m Number	Description				UOM	Unit Price	
1 MISC	CI	RH102207 Navy - S	mall			EA	\$100.0	0 \$100.00
1 MISC	С	RH102207 Navy - N	led			EA	\$100.0	0 \$100.00
5 MISC	С	RH102207 Navy - L	arge			EA	\$100.0	0 \$500.00
12 MISC	С	RH102207 Navy - X	L			EA	\$100.0	0 \$1,200.00
1 MISC	C	RH102207 Navy - X	LT			EA	\$110.0	0 \$110.00
2 MISC	CI	RH102207 Navy - 2	XL			EA	\$100.0	0 \$200.00
1 MISC	С	RH102207 Navy - 2	хт			EA	\$110.0	0 \$110.00
1 MISC	CI	RH102199 Navy - N	Med			EA	\$73.5	0 \$73.50
4 MISC	CI	RH102199 Navy - L	arge			EA	\$73.5	0 \$294.00
10 MISC	CI	RH102199 Navy - >	٢L			EA	\$73.5	0 \$735.00
2 MISC	С	RH102199 Navy - >	(LT			EA	\$81.0	0 \$162.00
3 MISC	С	RH102199 Navy - 2	2XL			EA	\$73.5	0 \$220.50
2 MISC	СІ	RH102199 Navy - 2	2XT			EA	\$81.0	0 \$162.00
On behalf of Orr Safe					Subtota	al		\$3,967.00
business. Please con 800-488-3553 or Ema					Misc			\$0.00
Sincerely, Joanna Sn					Tax			\$0.00
-	-		. -	-	Shippin	ng		\$0.00
This proposa	I is valid unt	il 11/20/2020	unless other	wise stated	d.			\$3,967.00
For Inquiries	call Orr Safe	ety Custome	r Service 10-280	0-669-1677	,			

SECTION VIII D

R2020-77

A RESOLUTION APPROVING TRADE-IN OF EXISTING GOLF CART FLEET (14, 2007 YAMAHA'S AND 60, 2015 EZGO TXT) AND LEASE/PURCHASE OF SEVENTY-FOUR (74) 2021 CLUB CAR TEMPO GOLF CARTS WITH ACCESSORIES FROM M&M GOLF CARS LLC TOTALING \$168,980, AND FINANCED OVER FIVE (5) YEARS THROUGH DLL FINANCIAL SOLUTIONS IN THE AMOUNT OF \$13,071.10; FOR A TOTAL AMOUNT OF \$182,051.10.

WHEREAS, the City Golf Department is replacing via trade-in its current golf cart rental fleet of (14) fourteen 2007 Yamaha Golf Carts (Trade-in value \$2,000/car) and (60) sixty 2015 EZGO Golf Carts (Trade-in value \$2,600/car) in accordance with the 2021 budget; and

WHEREAS, the current golf carts are experiencing extensive maintenance, including costly battery replacement(s); and

WHEREAS, the golf cart rental fleet are essential pieces of equipment rented daily for the golf course operation; and

WHEREAS, the Golf Carts with accessories have been competitively bid and are being made under the Omnia Partners Public Sector Utility, Transportation and Golf Vehicles Plus Related Accessories, Equipment, Parts and Services contract via the City of Kansas City, MO - Contract Number: EV2671-01.

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

- Section 1. That the lease/purchase of (74) seventy-four 2021 Club Car Tempo Golf Carts with accessories be approved from M&M Golf Cars LLC and financed through DLL Financial Solutions over a 60 month period, incorporated as **EXHIBIT A.**
- Section 2. That this lease/purchase is being made under the Omnia Partners Public Sector Utility, Transportation and Golf Vehicles Plus Related Accessories, Equipment, Parts and Services contract competitively bid through the City of Kansas City, MO Contract Number: EV2671-01, incorporated as EXHIBIT B.
- **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)SSCITY 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





M&M Golf Cars LLC

4252 NE Port Drive Lee's Summit, MO 64064

October 15, 2020

Mr. Jay Kennedy Eagles Landing Golf Course 4200 Bong Ave Belton, MO 64012

Mr. Kennedy,

M&M Golf Cars and Club Car are pleased to present the following quotations for your consideration. The pricing below is in-line with the City of Kansas City national cooperative contract for Club Car Golf Vehicles with Omnia Partners. Reference contract EV2671.01. The following options will come with:

2021 Club Car Tempo - Gas

Colors - TBD Windshield USB Port Information Holder Course Logo

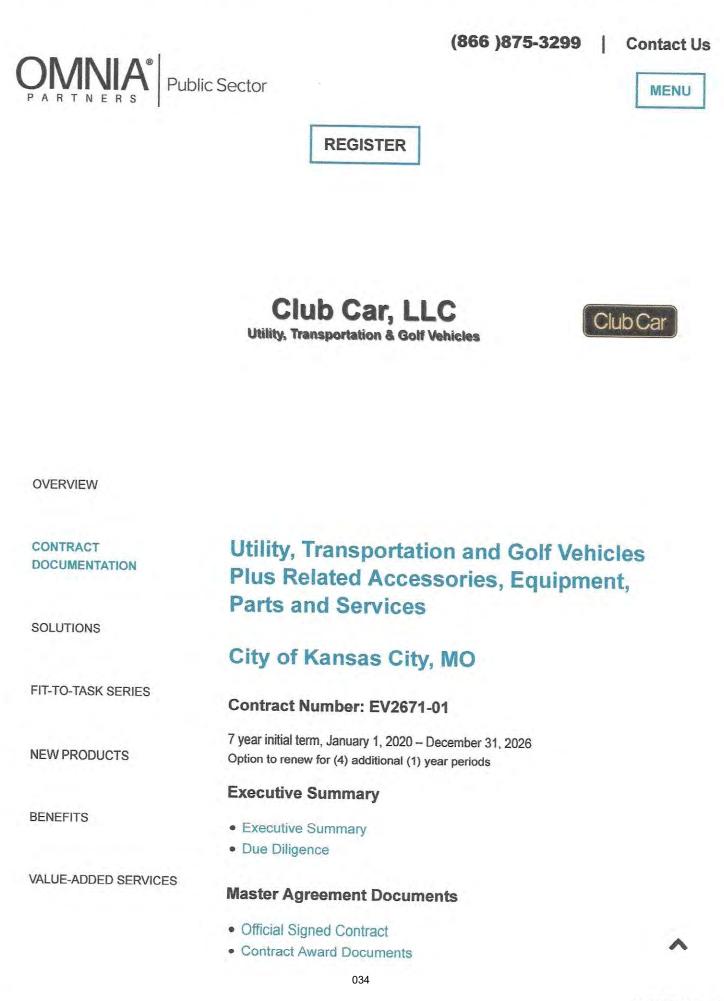
<u>Trades:</u> 14 - 2007 Yamaha – Gas 60 - 2015 EZGO TXT – Gas

Lease option with trades applied 60 Month \$1.00 Out Annual payment in February Interest rate: 3.5% \$4770/car

(\$2000/car) (\$2600/car)

\$492.03/car/year or \$36,410.22/year

l of 5



FAQS

RESOURCES

Response Evaluation

- Supplier Response to RFP
- Evaluation Documents

Solicitation Process

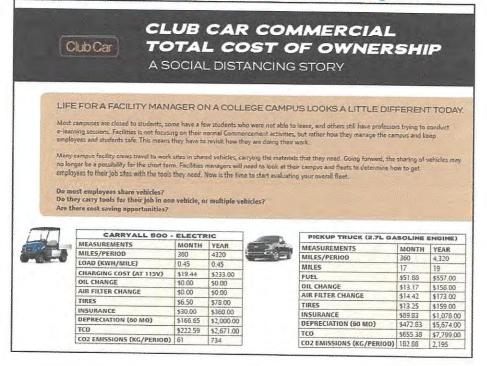
- Original RFP Document
- RFP Addenda 1-5
- Proof of Publication
- RFP Request List
- RFP Opening Documents

Previous Contract

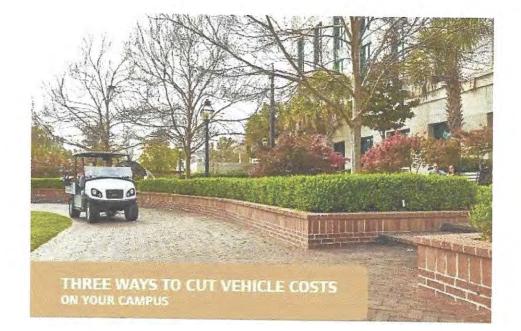
Previous Contract EV2024-02 Documentation

REQUEST CONTRACT INFORMATION

Click Below to Learn More About Social Distancing & Fleet



~



Utility vehicles on campus can reduce your fleet costs while balancing student and staff safety, crew performance and sustainability.

There was a time when utility vehicles (UTVs) on campus meant golf carts with accessories attached. Today, fleet managers, facilities directors and maintenance managers at institutions across the country are relying on the versatility and variety of purpose built utility and transportation vehicles to move people and materials all over campus - all with significant cost savings.

"The UTVs were much less expensive to purchase, operate, and insure than vans or shuttle buses would have been," says Chief Mechanic Charles Gettis of Georgia State University. "They require no fuel, less maintenance and they let us put fewer miles on our public safety cars."

So how can you do the same on your campus? Here are three tips.

(IR) Ingersall Rand COMMO056

1.800.CLUBCAR | 1.706.863.3000 | carryall.com

Contact Information

Email:omniapartners@clubcar.com Phone: 706-955-0252 Fax: 706-855-7413

SUPPLIER WEBSITE





Get in Touch

840 Crescent Centre Drive Suite 600 Franklin, TN 37067

866-875-3299

info@omniapartners.com

Sign up to receive email updates from OMNIA Partners, Public Sector

First name*

Last name*

Company name*

Agency Type *

Email*

By providing email address(es) and/or any other personal information, as defined under applicable law, you represent that you have the authority to provide such information and acknowledge that you are agreeing to OMNIA Partners' use of your information as provided in the Terms of Use and Privacy Notice.

□ I agree*

SIGN UP FOR EMAIL UPDATES

Contracts	Solicitations	Who We Are	What We Do
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Who We Serve

Events Resources Contact Us

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UTILITY, TRANSPORTATION AND GOLF VEHICLES PLUS RELATED ACCESSORIES, EQUIPMENT, PARTS AND SERVICES Executive Summary

Lead Agency: City of Kansas City, MissouriSolicitation: EV2671RFP Issued: June 12, 2019Pre-Proposal Date: June 25, 2019Response Due Date: July 23, 2019Proposals Received: #2

Awarded to:

The City of Kansas City, Missouri issued RFP EV2671 on June 12, 2019, to establish a national cooperative contract for Utility, Transportation and Golf Vehicles Plus Related Accessories, Equipment, Parts and Services.

The solicitation included cooperative purchasing language in Scope of National Cooperative Contract, section 1.1 (RFP, Page 36):

(RFP, Page 36) NATIONAL CONTRACT

The City of Kansas City, MO (hereinafter defined and referred to as "Principal Procurement Agency"), on behalf of itself and the National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("OMNIA Partners"), is requesting proposals for Utility, Transportation and Golf Vehicles and Related Accessories, Equipment, Parts and Services. The intent of this Request for Proposal is any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal ("Master Agreement") be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, an example of which is included as Exhibit D, and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners as a Participating Public Agency in OMNIA Partners' cooperative purchasing program. Registration with OMNIA Partners as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through OMNIA Partners.

Notice of the solicitation was sent to potential offerors, as well as advertised in the following:

- City of Kansas City, Missouri website
- OMNIA Partners, Public Sector website
- USA Today, nationwide
- Arizona Business Gazette, AZ
- San Bernardino Sun, CA
- Honolulu Star-Advertiser, HI
- The Advocate New Orleans, LA
- New Jersey Herald, NJ
- Times Union, NY

- Daily Journal of Commerce, OR
- The State, SC
- Houston Community Newspapers, Cy Creek Mirror, TX
- Deservet News, UT
- Richmond Times, VA
- Seattle Daily Journal of Commerce, WA
- Helena Independent Record, MT

On July 24, 2019 proposals were received from the following offerors:

Club Car, LLC

Columbia Vehicle Group, Inc.

The proposals were evaluated by an evaluation committee. Using the evaluation criteria established in the RFP, the committee determined that the two (2) companies demonstrated the ability to provide the products and services outlined in the solicitation while offering competitive pricing to members.

Club Car, LLC

Columbia Vehicle Group, Inc.

City of Kansas City, Missouri executed agreements with a contract effective date of January 1, 2020.

Contract includes:

Utility Vehicles, transportation vehicles, golf vehicles, low-speed vehicles, accessories and equipment, parts, and related products and services.

Term:

Initial seven-year agreement from January 1, 2020 through December 31, 2026 with up to four (4) additional one (1) year options renew (through December 31, 2030).



STANDARD CITY CONTRACT

MASTER CONTRACT FOR PRODUCTS AND SERVICES - THE CITY OF KANSAS CITY, MISSOURI

CONTRACT NO .: EV2671-01

TITLE/DESCRIPTION: Utility, Transportation and Golf Vehicles plus Related Accessories, Equipment,

Parts and Services

THIS Contract is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation ("CITY"), and Club Car LLC ("CONTRACTOR").

Sec. 1. The Contract. The Contract between the CITY and CONTRACTOR consists of the following Contract Documents:

- (a) this Contract;
- (b) CONTRACTOR's Proposal dated July 24, 2019 that is incorporated into this Contract by reference;
- (c) CITY's RFP No. EV2671 that is incorporated into this Contract by reference;
- (d) any and all Attachments and Exhibits attached to the Contract. All documents listed in this Section 1 shall be collectively referred to as the "Contract Documents" and are incorporated into this Contract. CITY and CONTRACTOR agree that the terms "Agreement" and "Contract" and "Contract Documents" are used interchangeably in this Contract and the terms "Agreement" and "Contract" and "Contract Documents" each include all "Contract Documents."

Attachment A: Scope of Work Attachment B: Pricing

Sec. 2. Initial Term of Contract and Additional Periods.

- (a) Initial Term. The initial term of this Contract shall begin on January 1, 2020 and shall end on December 31, 2026. The Manager of Procurement Services is authorized to enter into an amendment of this Contract with CONTRACTOR to extend the term of this Contract and time of performance for this Contract.
- (b) Renewal Terms. At any time prior to the expiration of the initial term or any subsequent term, the CITY, in its sole discretion, may renew this Contract for up to four (4) additional one (1) year terms.
- (c) Transition Term. Notwithstanding the expiration of the initial term or any subsequent term or all options to renew, CONTRACTOR and CITY shall continue performance under this Contract until the CITY has a new contract in place with either CONTRACTOR or another provider or until the CITY terminates the Contract, but in no event more than six months from the date of expiration or termination.

Sec. 3. Compensation.

CONTRACTOR shall timely provide all vehicles, equipment, accessories, repairs, parts, and services for the CITY in accordance with the Contract and the CITY shall pay CONTRACTOR the lowest Price set forth the Contract for all vehicles, equipment, accessories, repairs, parts, and services. CITY will order all vehicles, equipment, accessories, repairs, parts, and services, on an as needed basis. CITY shall order all vehicles, equipment, accessories, repairs, parts, and services to be provided by CONTRACTOR under this Contract by means of a Purchase Order issued by the CITY's Manager of Procurement Services for which funds have been certified and encumbered by the City's Director of Finance. CITY shall not have any financial obligations to CONTRACTOR under this Contract until the CITY issues a Purchase Order to CONTRACTOR. CONTRACTOR shall not provide any vehicles, equipment. accessories, repairs, parts, and services in excess of the dollar amount contained in any Purchase Order and CONTRACTOR shall not be entitled to any payment in excess of the dollar amount of the Purchase Orders from CITY without CITY's prior written authorization.

Sec. 4. Effective Date of Contract.

- (a) Notwithstanding Section 2 of this Contract, neither party has any obligation under this Contract until the Manager of Procurement Services issues a Purchase Order which shall be signed by the City's Director of Finance certifying there is a balance, otherwise unencumbered, to the credit of the appropriation to which the expenditure is to be charged, and a cash balance, otherwise unencumbered, in the treasury, to the credit of the fund from which payment will be made, each sufficient to meet the obligation incurred in the Purchase Order.
- (b) The date of the first Purchase Order issued by the CITY is the effective date of this Contract.
- (c) The date of the first Purchase Order issued by the CITY after the CITY renews this Contract shall be the effective date of the renewal term or transition term.

Sec. 5. Invoices.

- (a) CONTRACTOR shall submit to CITY a request for payment (hereinafter "Invoice") for vehicles, accessories, equipment, repairs, parts and services performed in sufficient detail for the CITY to determine that the amount CONTRACTOR is requesting is in fact due and payable.
- (b) CITY shall not pay any Invoice from CONTRACTOR unless CONTRACTOR is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Contract. If damages are sustained by CITY as a result of breach or default by CONTRACTOR, CITY may withhold payment(s) to CONTRACTOR for the purpose of set off until such time as the exact amount of damages due to CITY from CONTRACTOR may be determined.

- (c) CITY shall not process CONTRACTOR's Invoice unless CONTRACTOR's Invoice is in proper form, correctly computed, and is approved by CITY as payable under the terms of this Contract.
- (d) CITY is not liable for any obligation incurred by CONTRACTOR except as approved under the provisions of this Contract.
- (e) If CONTRACTOR is required to meet MBE/WBE goals for this Contract, CONTRACTOR shall not submit an Invoice to the City unless CONTRACTOR's Invoice is accompanied by a copy of the most recent 00485.01 M/WBE Monthly Utilization Report submitted by CONTRACTOR to the City's Human Relations Department. CONTRACTOR shall remain current on CONTRACTOR's filing of 00485.01 M/WBE Monthly Utilization Reports. CITY shall not pay CONTRACTOR's Invoice unless CONTRACTOR is current on CONTRACTOR's filing of 00485.01 M/WBE Monthly Utilization Reports.

Sec. 6. Representations and Warranties of CONTRACTOR. CONTRACTOR hereby represents and warrants to the CITY the following:

- (a) CONTRACTOR is in good standing under the laws of the state of Missouri and each state in which it does business, except any such state where the failure to be in good standing would not have a material adverse effect on CONTRACTOR's ability to perform this Contract in accordance with its terms.
- (b) The execution, delivery and performance by CONTRACTOR of this Contract have been duly authorized by all necessary corporate action and do not and will not (i) require any consent or approval of CONTRACTOR's board of directors; (ii) require any authorization, consent or approval by, or registration, declaration or filing with, or notice to, any governmental department, commission, board, bureau, agency or instrumentality, or any third party, except such authorization, consent, approval, registration, declaration, filing or notice as has been obtained prior to the date hereof; (iii) violate any provision of any law, rule or regulation or of any order, writ, injunction or decree presently in effect having applicability to CONTRACTOR or its articles or by-laws; and (iv) result in a breach of or constitute a default under any material agreement, lease or instrument to which CONTRACTOR is a party or by which it or its properties may be bound or affected.
- (c) CONTRACTOR shall not enter into any contract for the services to CITY that purports to grant a security interest or right of repossession to any person or entity respecting the services, or any portions thereof or chattels placed thereon.
- (d) There is no litigation, proceeding or other investigation pending or, to the knowledge of CONTRACTOR, threatened against CONTRACTOR which would prevent consummation of the transaction contemplated by this Contract or would have a materially adverse effect on CONTRACTOR.

Sec. 7. Survival of the Representations, Warranties and Covenants. All representations, warranties and covenants expressed herein shall survive the execution of this Contract for the benefit of the parties hereto.

Sec. 8. Governing Law. This Contract shall be construed and governed in accordance with the laws of the State of Missouri without giving effect to Missouri's choice of law provisions. The CITY and CONTRACTOR: (1) submit to the jurisdiction of the state and federal courts located in Jackson County, Missouri; (2) waive any and all objections to jurisdiction and venue; and (3) will not raise forum *non conveniens* as an objection to the location of any litigation.

Sec. 9. Termination for Convenience. CITY may, at any time upon fifteen (15) days written notice to CONTRACTOR specifying the effective date of termination, terminate this Contract, in whole or in part.

Sec. 10. Default and Remedies.

- (a) If CONTRACTOR shall be in default or breach of any provision of this Contract, CITY may terminate this Contract, suspend CITY's performance, withhold payment or invoke any other legal or equitable remedy after giving CONTRACTOR ten (10) days written notice and opportunity to cure such default or breach.
- (b) If CITY shall be in default or breach of any provision of this Contract, CONTRACTOR may terminate this contract or suspend CONTRACTOR's performance after giving CITY ten (10) days written notice and opportunity to cure such default or breach.

Sec. 11. Waiver. Waiver by CITY of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any other term, covenant or condition. No term, covenant, or condition of this Contract can be waived except by written consent of CITY, and forbearance or indulgence by CITY in any regard whatsoever shall not constitute a waiver of same to be performed by CONTRACTOR to which the same may apply and, until complete performance by CONTRACTOR of the term, covenant or condition, CITY shall be entitled to invoke any remedy available to it under this Contract or by law despite any such forbearance or indulgence.

Sec. 12. Acceptance. No payment made under this Contract shall be proof of satisfactory performance of the Contract, either wholly or in part, and no payment shall be construed as acceptance of deficient or unsatisfactory services.

Sec. 13. Records.

- (a) For purposes of this Section:
 - 1. "CITY" shall mean the City Auditor, the City's Internal Auditor, the City's Director of Human Relations, the City Manager, the City department administering this Contract and their delegates and agents.
 - 2. "Record" shall mean any document, book, paper, photograph, map, sound recordings or other material, regardless of physical form or characteristics, made or received in connection with this Contract and all Contract amendments and renewals.

- (b) CONTRACTOR shall maintain and retain all Records for a term of five (5) years that shall begin after the expiration or termination of this Contract and all Contract amendments. CITY shall have a right to examine or audit all Records, and CONTRACTOR shall provide access to CITY of all Records upon ten (10) days written notice from the CITY.
- (c) The books, documents and records of CONTRACTOR in connection with this Contract shall be made available to the City Auditor, the City's Internal Auditor, the City's Director of Human Relations and the City department administering this Contract within ten (10) days after the written request is made.

Sec. 14. Affirmative Action. If this Contract exceeds \$300,000.00 and Contractor employs fifty (50) or more people, Contractor shall comply with City's Affirmative Action requirements in accordance with the provisions of Chapter 3 of City's Code, the rules and regulations relating to those sections, and any additions or amendments thereto; in executing any Contract subject to said provisions, Contractor warrants that it has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the Contract. Contractor shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age in a manner prohibited by Chapter 3 of City's Code. Contractor shall:

- (a) Submit, in print or electronic format, a copy of Contractor's current certificate of compliance to the City's Human Relations Department (HRD) prior to receiving the first payment under the Contract, unless a copy has already been submitted to HRD at any point within the previous two (2) calendar years. If, and only if, Contractor does not possess a current certification of compliance, Contractor shall submit, in print or electronic format, a copy of its affirmative action program to HRD prior to receiving the first payment under the Contract, unless a copy has already been submitted to HRD at any point within the previous two (2) calendar years.
- (b) Require any Subcontractor awarded a subcontract exceeding \$300,000.00 to affirm that Subcontractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the subcontract.
- (c) Obtain from any Subcontractor awarded a subcontract exceeding \$300,000.00 a copy of the Subcontractor's current certificate of compliance and tender a copy of the same, in print or electronic format, to HRD within thirty (30) days from the date the subcontract is executed. If, and only if, Subcontractor does not possess a current certificate of compliance, Contractor shall obtain a copy of the Subcontractor's affirmative action program and tender a copy of the same, in print or electronic format, to HRD within thirty (30) days from the date the subcontract is executed.

City has the right to take action as directed by City's Human Relations Department to enforce this provision. If Contractor fails, refuses or neglects to comply with the provisions of Chapter 3 of City's Code, then such failure shall be deemed a total breach of this Contract and this Contract may be terminated, canceled or suspended, in whole or in part, and Contractor may be declared ineligible for any further contracts funded by City for a period of one (1) year. This is a material term of this Contract.

Sec. 15. Tax Compliance. If the CITY's payments to CONTRACTOR exceed \$160,000.00 for the period of May 1st through April 30th, CONTRACTOR shall provide proof of compliance with the CITY's tax ordinances administered by the CITY's Commissioner of Revenue as a precondition to the CITY making the first payment under this Contract. CONTRACTOR also shall submit to the CITY proof of compliance with the CITY's tax ordinances administered by the CITY's Commissioner of Revenue as a condition precedent to the CITY making final payment under the Contract.

Sec. 16. Buy American Preference. It is the policy of the CITY that any manufactured goods or commodities used or supplied in the performance of any CITY Contract or any subcontract thereto shall be manufactured or produced in the United States whenever possible.

Sec. 17. Notices. All notices to be given hereunder shall be in writing and may be given, served or made by depositing the same in the United States mail addressed to the party to be notified, postpaid and registered or certified with return receipt requested or by delivering the same in person to such person. Notice deposited in the mail in accordance with the provisions hereof shall be effective unless otherwise stated in such notice or in this Contract from and after the second day next following the date postmarked on the envelope containing such notice. Notice given in any other manner shall be effective only if and when received by the party to be notified. All notices shall be sent to the following addresses:

If to the CITY:	City of Kansas City, Missouri Procurement Services Division 414 East 12th Street, 1st Floor, Room 102 W Kansas City, Missouri 64106 Attention: Cedric Rowan, C.P.M., Manager Telephone: (816) 513-0814 Facsimile: (816) 513-1066
Mith and in the	0.10.414.4.5

- With copies to: Cecilia Abbott, Esq. City Attorney Law Department of Kansas City, Missouri 414 East 12th Street, 23rd Floor Kansas City, Missouri 64106 Telephone: (816) 513-3127
- If to the CONTRACTOR: Club Car 4125 Washington road Evans, GA 30809 RENTAL@CLUBCAR.COM

Sec. 18. General Indemnification.

- (a) For purposes of this Section only, the following terms shall have the meanings listed:
 - 1. Claims means all claims, damages, liability, losses, costs and expenses, court costs and reasonable attorneys' fees, including attorneys' fees incurred by the CITY in the enforcement of this indemnity obligation.
 - CONTRACTOR's Agents means CONTRACTOR's officers, employees, subcontractors, successors, assigns, invitees, and other agents.
 - CITY means CITY, its Agencies, its agents, officials, officers and employees.

- (b) CONTRACTOR's obligations under this Section with respect to indemnification for acts or omissions, including negligence, of CITY, shall be limited to the coverage and limits of insurance that CONTRACTOR is required to procure and maintain under this Contract. CONTRACTOR affirms that it has had the opportunity to recover all costs of the insurance requirements imposed by this Contract in its contract price.
- (c) CONTRACTOR shall defend, indemnify and hold harmless CITY from and against all third party claims to the extent caused by acts or omissions by CONTRACTOR. CONTRACTOR is not obligated under this Section to indemnify CITY for the sole negligence of CITY.
- (d) In no event shall the language in this Section constitute or be construed as a waiver or limitation of the CITY's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.

Sec. 19. Indemnification for Professional Negligence. If this contract is for professional services, CONTRACTOR shall indemnify, and hold harmless CITY and any of its agencies, officials, officers, or employees from and against all third claims, damages, liability, losses, costs, and expenses, including reasonable attorneys' fees, to the extent caused by any negligent acts or omissions in connection with this Contract, caused by CONTRACTOR, its employees, agents, subcontractors, or caused by others for whom CONTRACTOR is liable, in the performance of professional services under this Contract. CONTRACTOR is not obligated under this Section to indemnify CITY for the negligent acts of CITY or any of its agencies, officials, officials, officers, or employees.

Sec. 20. Insurance.

- (a) CONTRACTOR shall procure and maintain in effect throughout the term of this Contract insurance policies with coverage not less than the types and amounts specified in this Section. CONTRACTOR must have:
 - 1. Commercial General Liability Insurance Policy: with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, written on an "occurrence" basis. The policy shall be written or endorsed to include the following provisions:
 - a. Severability of Interests Coverage applying to Additional Insureds
 - b. Contractual Liability
 - c. Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be \$2,000,000.
 - d. No Contractual Liability Limitation Endorsement
 - e. Additional Insured Endorsement, ISO form CG20 10, current edition, or its equivalent.
 - 2. Workers' Compensation Insurance and Employers Liability Policies as required by Missouri law.
 - 3. Commercial Automobile Liability Insurance Policy: with a limit of \$1,000,000 per occurrence, covering owned, hired, and non-owned automobiles. The Policy shall provide coverage on an "any auto" basis and on an "occurrence" basis. This insurance

policy will be written on a Commercial Business Auto form, or acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with the Contract, by CONTRACTOR.

- 4. If this Contract is for professional services, CONTRACTOR shall obtain Professional Liability Insurance with limits per claim and annual aggregate of \$1,000,000.
- (b) All insurance policies required in this Section shall provide that the policy will not be canceled until after the Insurer provides the CITY ten (10) days written notice of cancellation in the event that the cancellation is for CONTRACTOR's nonpayment of premiums and thirty (30) days written notice of cancellation to CITY for all other reasons of cancellation.
- (c) The Commercial General and Automobile Liability Insurance Policies specified above shall provide that CITY and its agencies, agents, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds for the services performed under this Contract. CONTRACTOR shall provide to CITY at execution of this Contract a certificate of insurance showing all required endorsements and additional insureds.
- (d) All insurance policies must be provided by Insurance Companies that have an A.M. Best's rating of "A-V" or better, and are licensed or approved by the State of Missouri to provide insurance in Missouri.
- (e) Regardless of any approval by CITY, CONTRACTOR shall maintain the required insurance coverage in force at all times during the term of this Contract. CONTRACTOR's failure to maintain the required insurance coverage will not relieve CONTRACTOR of its contractual obligation to indemnify the CITY pursuant to this Section of this Contract. In the event CONTRACTOR fails to maintain the required insurance coverage in effect, CITY may declare CONTRACTOR in default.
- (f) In no event shall the language in this Section constitute or be construed as a waiver or limitation of the CITY's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.

Sec. 21. Interpretation of the Contract.

(a) CITY selected CONTRACTOR through a negotiated procurement process rather than an Invitation for Bids (IFB) solicitation. Unlike the IFB, this process allows the CITY and CONTRACTOR to discuss and negotiate a contract at arm's length prior to entering a final contract that is acceptable to both the CITY and the CONTRACTOR. After negotiation and discussion, CONTRACTOR and CITY have incorporated multiple documents into this Agreement and the meaning of some of the words used in the Agreement may be uncertain, incomplete or duplicative and the Agreement may promise something at one place and take that promise away at another. In sum, the Agreement may contain words and provisions that are susceptible of more than one meaning so that reasonable persons of average intelligence may fairly and honestly differ in their construction of the words and provisions. It is the intent of the CITY and the CONTRACTOR that the CITY's taxpayers receive the benefit or advantage in the construction and interpretation of this Agreement, regardless of the normal judicial rules of contract construction even if the construction and interpretation of the Agreement will cost the CONTRACTOR more money and time. CITY and CONTRACTOR agree that CITY's Manager of Procurement Services shall resolve all disagreements as to the meaning of this Agreement or any ambiguity in this Agreement, in favor of the CITY and its taxpayers even if it will cost the CONTRACTOR more money and time. The decision of CITY's Manager of Procurement shall be final and conclusive if the Manager of Procurement Services acted in good faith.

- (b) CONTRACTOR acknowledges and agrees that the CITY has provided CONTRACTOR with an opportunity to have CONTRACTOR's attorney review and advise CONTRACTOR on the Agreement and any potential ambiguities or areas of disagreement and the potential adverse legal consequences of CONTRACTOR agreeing to this Section as well as the entire Agreement. CONTRACTOR certifies that CONTRACTOR has provided the CITY written notice of all ambiguities, conflicts, errors or discrepancies that it has discovered in the Agreement and the written resolution thereof by the CITY as embodied in this final Agreement is acceptable to CONTRACTOR.
- (c) CONTRACTOR certifies that CONTRACTOR has either (1) waived its right to have CONTRACTOR's attorney review this Section and Agreement; or (2) CONTRACTOR has consulted with an attorney on this Section and Agreement.
- (d) CONTRACTOR knowingly and voluntarily agrees to this Section and the entire Agreement. CONTRACTOR certifies that this contract was not procured by fraud, duress or undue influence.

Sec. 22. Contract Execution. This Contract may be executed in one or more counterparts, each of which will be deemed an original copy of this Contract and all of which, when taken together, will be deemed to constitute one and the same Contract. This Contract shall be effective upon the execution of counterparts by both parties, notwithstanding that both parties may not sign the same counterpart. The parties' signatures transmitted by facsimile or by other electronic means shall be proof of the execution of this Contract and shall be acceptable in a court of law.

Sec. 23. Guaranteed Lowest Pricing. CONTRACTOR certifies that this Contract contains CONTRACTOR's lowest and best pricing for all services supplied by CONTRACTOR to any government, governmental entity, political subdivision, city, state, school district or any other public entity in the United States as of the date of this Contract.

Sec. 24. Assignability and Subcontracting.

- (a) Assignability. Contractor shall not assign or transfer any part or all of Contractor's obligation or interest in this Contract without prior written approval of City. If Contractor shall assign or transfer any of its obligations or interests under this Contract without the City's prior written approval, it shall constitute a material breach of this Contract. This provision shall not prohibit contractor from subcontracting as otherwise provided for herein.
- (b) Subcontracting. Contractor shall not subcontract any part or all of Contractor's obligations or interests in this Contract unless the subcontractor has been identified in a format required by City. If Contractor shall subcontract any part of Contractor's obligations or interests under this

Contract without having identified the subcontractor, it shall constitute a material breach of this Contract. The utilization of subcontractors shall not relieve Contractor of any of its responsibilities under the Contract, and Contractor shall remain responsible to City for the negligent acts, errors, omissions or neglect of any subcontractor and of such subcontractor's officers, agents and employees. City shall have the right to reject, at any point during the term of this Contract, any subcontractor identified by Contractor, and to require that any subcontractor cease working under this Contract. City's right shall be exercisable in its sole and subjective discretion. City shall not be obligated to pay or be liable for payment of any monies which may be due to any subcontractor. Contractor shall include in any subcontract in performing Contractor's services hereunder.

Sec. 25. Professional Services – Conflict of Interest Certification. If this Contract is for professional services other than for medical doctors or appraisers, CONTRACTOR certifies that CONTRACTOR is not an expert witness for any party in litigation against the CITY at the time of the issuance of this Contract.

Sec. 26. Intellectual Property Rights. CONTRACTOR agrees, on its behalf and on behalf of its employees and agents, that it will promptly communicate and disclose to CITY all computer programs, documentation, software and other copyrightable works ("copyrightable works") conceived, reduced to practice or made by CONTRACTOR or its agents, whether solely or jointly with others, during the term of this Contract resulting from or related to any work CONTRACTOR or its agents may do on behalf of CITY or at its request. All inventions and copyrightable works that CONTRACTOR is obligated to disclose shall be and remain entirely the property of CITY. It is agreed that all inventions and copyrightable works are works made for hire and shall be the exclusive property of CITY. CONTRACTOR hereby assigns to CITY any rights it may have in such copyrightable works. CONTRACTOR shall cooperate with CITY in obtaining any copyrights or patents.

Sec. 27. Minority and Women's Business Enterprises. RESERVED.

Sec. 28. Employee Eligibility Verification. CONTRACTOR shall execute and submit an affidavit, in a form prescribed by the CITY, affirming that CONTRACTOR does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C. §1324a(h)(3). CONTRACTOR shall attach to the affidavit documentation sufficient to establish CONTRACTOR's enrollment and participation in an electronic verification of work program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration and Reform and Control Act of 1986. CONTRACTOR may obtain additional information about E-Verify and enroll at https://e-verify.uscis.gov/enroll/StatPage.aspx?JS=YES. For those CONTRACTORs enrolled in E-Verify, the first and last pages of the E-Verify Memorandum of Understanding that CONTRACTOR will obtain upon successfully enrolling in the program shall constitute sufficient documentation for purposes of complying with this section. CONTRACTOR shall submit the affidavit and attachments to the CITY prior to execution of the contract, or at any point during the term of the contract if requested by the CITY.

Sec. 29. Emergencies.

(a) Disaster means any large scale event such as an act of terrorism, fire, wind, flood, earthquake or other natural or man-made calamity which results in, or has the potential to result in a significant loss of life or property.

- (b) During and after a disaster, CONTRACTOR shall provide special services to the CITY including CONTRACTOR shall open CONTRACTOR's facilities even on nights and weekends as necessary to meet the needs of the City during a disaster.
- (c) CONTRACTOR shall not charge CITY any fee for opening facilities during an emergency or for extending CONTRACTOR's hours of operation during a disaster. CITY shall pay CONTRACTOR the agreed upon contract prices for all purchases made by CITY during the disaster and CONTRACTOR shall not charge CITY any additional mark-up, fee or cost for any purchases made by CITY during a disaster.
- (d) CONTRACTOR shall quickly mobilize CONTRACTOR's internal and external resources to assist CITY when a disaster unfolds.
- (e) Extended hours and personnel. During disasters, CONTRACTOR's facilities shall stay open 24 hours if requested by the CITY. CONTRACTOR shall utilize additional CONTRACTOR personnel to take CITY orders if necessary. CONTRACTOR's Call Center shall accept phone orders 24 hours a day.
- (f) CONTRACTOR shall have contingency plans with CONTRACTOR's suppliers or dealers and distributors to provide additional supplies and equipment quickly to CITY as needed.
- (g) CONTRACTOR shall cooperate with CITY to properly document any and all expenses incurred by CITY with CONTRACTOR and CONTRACTOR shall assist CITY in meeting any and all documentation requirements of the Federal Emergency Management Agency (FEMA).

Sec. 30. Trade-In. If the solicitation requests a price or value for one or more pieces of equipment to be traded in as part of the purchase of new equipment, the CITY retains the option to purchase the new equipment at the full price or to reduce the price of the new equipment by the amount of the trade-in offered. The CITY is not obligated to accept the trade-in offer and may withdraw equipment offered for trade-in at any time up to award.

Sec. 31. Time of Delivery. Delivery is required to be made in accordance with the schedule shown in the solicitation and purchase order.

Sec. 32. F.O.B. Destination. Unless otherwise directed in the solicitation and purchase order, all deliveries shall be F.O.B. Destination and all freight charges shall be included in the total price. Supplies shall be delivered to the destination consignee's warehouse unloading platform, or receiving dock, at the expense of the CONTRACTOR. The CITY shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved prior to the actual delivery (or "constructive placement" as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of the CITY acting in its contractual capacity. If rail carrier is used, supplies will be delivered to the specified unloading platform of the consignee. If motor carrier (including "piggy-back") is used, supplies will be delivered to truck tailgate at the unloading platform of the consignee. If the CONTRACTOR uses rail carrier or freight forwarder for less than carload shipments, he shall assure that the carrier will furnish tailgate delivery if transfer to truck is required to complete delivery to consignee. One of the following statements usually will appear on the purchase order, although others may be used.

(a) F.O.B. Destination, Freight Prepaid by Seller. The seller pays and bears all freight charges.

- (b) F.O.B. Destination, Freight Prepaid and Charged Back on Invoice. The seller pays the freight and charges the CITY by adding it to the invoice.
- (c) F.O.B. Destination, Freight Collect. The CITY pays and bears the freight charges.
- (d) F.O.B. Destination, Freight Collect and Allowed on Invoice. The CITY pays the freight charges and deducts the amount from the seller's invoice.

Sec. 33. Quality. Unless otherwise required by terms of the solicitation, all goods, supplies, and materials furnished shall be new, in current production, and the best of their kind. When applicable, parts and maintenance shall be reasonably available. New equipment that is obsolete or technically outdated is not acceptable. Remanufactured or reconditioned items are not considered new. Items shall be properly packaged, packed, labeled, and identified in accordance with commercial standards acceptable to the trade and as required by ICC and other federal and state regulations. Packing slips will accompany the shipment.

Sec. 34. Price. Prices quoted are to be firm and final. All prices quoted shall be net and shall reflect any available discount except for discounts for timely payment. All prices are to be F.O.B. designated delivery point. All shipping, packing, and drayage charges are the responsibility of the supplier. C.O.D. shipments will not be accepted unless otherwise agreed to by the City.

Sec. 35. Brand Name or Equal. Whenever the name of the manufacturer or the supplier is mentioned on the face hereof and the words "or equal" do not follow, it shall be deemed that the words "or equal" shall follow such designations unless the face hereof specifies "no substitutions". The CITY may assume that items submitted are equal or it may request samples and proof thereof and unless approved before shipment, reserves right to return at the CONTRACTOR'S expense all items that are not acceptable as equals, said items to be replaced by the CONTRACTOR with satisfactory items at the original submitted price.

Sec. 36. Commercial Warranty. The CONTRACTOR agrees that the supplies or services furnished under this contract shall be covered by the most favorable commercial warranties the CONTRACTOR gives to any customer for such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the CITY by any other clause of this contract.

Sec. 37. Discounts.

- A. Prompt payment discounts offered for payment within less than twenty (20) calendar days will not be considered in evaluating proposals for award, unless otherwise specified in the solicitation. However, offered discounts of less than twenty (20) days will be taken if payment is made within the discount period, even though not considered in the evaluation of proposals.
- B. In connection with any discount offered, time will be computed from date of delivery of the supplies to the carrier when acceptance is at the point of origin, or from date of delivery at destination when delivery and acceptance is at destination, or from the date the correct invoice or voucher is received in the office specified by the CITY, if the latter is later than the date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the CITY check.

C. Any discount offered other than for prompt payment should be included in the net price quoted and not included in separate terms. In the event this is not done, the CITY reserves the right to accept the discount offered and adjust prices accordingly on the purchase order.

Sec. 38. Sellers Invoice. Invoices shall be prepared and submitted in duplicate to address shown on the purchase order. Separate invoices are required for each purchase order. Invoices shall contain the following information: purchase order number, item number, description of supplies or services, sizes, unit of measure, quantity, unit price, and extended totals.

Sec. 39. Inspection and Acceptance. Inspection and acceptance will be at destination unless specified otherwise, and will be made by the CITY department shown in the shipping address or other duly authorized representative of the CITY. Until delivery and acceptance, and after any rejection, risk of loss will be on the CONTRACTOR unless loss results from negligence of the CITY. CONTRACTOR will be notified of rejected shipments. Unless agreed otherwise, items will be returned freight collect.

Sec. 40. Loss and Damaged Shipments. Risk of loss or damage to items prior to the time of their receipt and acceptance by the CITY is upon the CONTRACTOR. The CITY has no obligation to accept damaged shipments and reserves the right to return at CONTRACTOR's expense damaged merchandise even though the damage was not apparent or discovered until after receipt of the items.

Sec. 41. Late Shipments. Supplier or CONTRACTOR is responsible to notify the CITY department receiving the items and the Senior Buyer of any late or delayed shipments. The CITY reserves the right to cancel all or any part of an order if the shipment is not made as promised.

Sec. 42. Tax Exemption - Federal and State.

- A. The CITY is exempt from Federal Excise and Transportation taxes on purchases under Chapter 32, Internal Revenue Code. The federal tax registration number issued by the St. Louis District Director on November 11, 1974 is No. 43740340K.
- B. The CITY is exempt from payment of Missouri Sales and Use Tax in Accordance with Section 39(10) Article 3, of the Missouri Constitution and Sections 144.040 and 144.615 RSMo 1969 and supplement thereto. A copy of the exemption from Missouri Sales and Use Tax is available upon request.

Sec. 43. Annual Appropriation of Funds.

- A. Multi-year term supply and service contracts and leases and the exercise of options to renew term contracts are subject to annual appropriation of funds by the City Council. Payments made under term contracts and leases are considered items of current expense. Purchase orders are funded when issued, therefore are current expense items and are not subject to any subsequent appropriation of funds.
- B. In the event sufficient funds are not appropriated for the payment of lease payments or anticipated term contract payments required to be paid in the next occurring lease or contract term and if no funds are legally available from other sources, the lease or contract may be terminated at the end of the original term or renewal term and the CITY shall not be obligated to make further payments beyond the then current original or renewal term. The CITY will

provide notice of its inability to continue the lease or contract at such time as the Manager of Procurement Services is aware of the nonappropriation of funds; however, failure to notify does not renew the term of lease or contract. If a lease is cancelled, the events of default will occur as described in the lease and/or the section titled TERMINATION FOR DEFAULT. The CITY has no monetary obligations in event of termination or reduction of a term contract since such contracts represent estimated quantities and are not funded as a contract, but only to the extent of purchase orders issued.

CONTRACTOR

I hereby certify that I have the authority to execute

this document on behalf of CONTRACTOR.

Club Car, LLC

By: _ hff (, Miller

APPROVED AS TO FORM

	Joseph A. Guarino	11/21/2019
Assist	ant City Attorney	(Date)
KANS	AS @HTM; MISSOURI	
KANS By:	A S ®HTM;dMISSOURI Keely. Golden	
	AS CHTM: MISSOURI Keely Golden DA4266F30A55473. Procurement Manager	

Attachment A: Scope of Work

The City of Kansas City, Missouri, as the Principal Procurement Agency, defined in Attachment A, has partnered with OMNIA Partners to make the resultant contract (also known as the "Master Agreement" in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. The City of Kansas City, Missouri is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a "Participating Public Agency"). Attachment A contains additional information about OMNIA Partners and the cooperative purchasing agreement.

OMNIA Partners is the largest and most experienced purchasing organization for public and private sector procurement.

Through the economies of scale created by OMNIA Partners public sector subsidiaries, National IPA and U.S. Communities, our participants now have access to more competitively solicited and publicly awarded cooperative agreements. The lead agency contracting process continues to be the foundation on which we are founded. OMNIA Partners is proud to offer more value and resources to state and local government, higher education, K-12 education and non-profits.

OMNIA Partners provides shared services and supply chain optimization to government, education and the private sector. As a channel partner with Vizient (formally, Novation), OMNIA Partners leverages over \$100 billion in annual supply spend to command the best prices for products and services. With corporate, pricing and sales commitments from the Supplier, OMNIA Partners provides marketing and administrative support for the Supplier that directly promotes the Supplier's products and services to Participating Public Agencies though multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and publicly competed. The Supplier benefits from a contract that allows Participating Public Agencies to directly purchase goods and services without the Supplier's need to respond to additional competitive solicitations. As such, the Supplier must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Supplier and respond to the OMNIA Partners documents (Attachment A).

The City of Kansas City, Missouri anticipates spending approximately \$300,000 over the full potential Master Agreement term for Utility, Transportation and Golf Vehicles plus Related Accessories, Equipment, Parts and Services. While no minimum volume is guaranteed to the Supplier, the estimated annual volume of Utility, Transportation and Golf Vehicles plus Related Accessories, Equipment, Parts and Services purchased under the Master Agreement through OMNIA Partners Public Sector is approximately fifty (\$50) million. This projection is based on the current annual volumes among the City of Kansas City, Missouri, other Participating Public Agencies anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between the Supplier and OMNIA Partners.

1. GENERAL DEFINITION OF PRODUCTS AND/OR SERVICES

Proposers are to propose the broadest possible selection of UTILITY, TRANSPORTATION AND GOLF

VEHICLES AND RELATED ACCESSORIES, EQUIPMENT, PARTS AND SERVICES they offer. The intent of this solicitation is to provide Participating Public Agencies with products and services to meet their various needs. Therefore, the Proposers should have demonstrated experience in providing the Products and Services as defined in the RFP, including but not limited to:

a. Utility Vehicles - A complete and comprehensive selection of gas, diesel and/or electric utility vehicles

that range from light-duty to heavy-duty offered by Proposer.

b. Transportation Vehicles - A complete and comprehensive selection of gas, diesel and/or electric transportation vehicles to accommodate varying quantities of passengers, including but not limited to,

vehicles that can transport from 2 to 8 passengers and any additional larger group options offered by Proposer.

c. Golf Vehicles - A complete and comprehensive selection of gas, diesel and/or electric golf vehicles, including but not limited to, golf carts, turf utility vehicles, mobile merchandising vehicles and any other

golf vehicles available from Proposer.

d. Low-Speed Vehicles (LSV) - A complete and comprehensive selection of gas, diesel and/or electric low-speed vehicles which meet street legal requirements offered by Proposer.

e. Accessories and Equipment - A complete offering of accessories and equipment, including but not limited to, trailer hitch and trailer hitch balls, front and rear guards, canopies, cab enclosures, reflectors,

mirror kits, strobe lights, decals, modular bed accessories and any other accessories and equipment offered by Proposer.

f. Parts - A complete offering of Original Equipment Manufacturer (OEM) repair and maintenance parts

offered by Proposer.

g. Related Products and Services - Any related products as well as services such as training (on-site and

remote), warranty service, technical services, repair services and any other services offered by Proposer.

ALL PRODUCTS OFFERED MUST BE NEW, UNUSED, OF THE LATEST DESIGN AND TECHNOLOGY UNLESS OTHERWISE SPECIFIED.

2. REGULATORY REQUIREMENTS AND STANDARDS

All products must be manufactured in compliance with all standards including warning labels and safety devices, guard and equipment required to meet the safety standards recognized by industry safety, councils or organizations to establish safety standards such as Outdoor Power Equipment Institute(OEPI), Society of Automotive Engineers (SAE International), American Society of Agricultural and Biological Engineers (ASABE), American National Standards Institute (ANSI), Occupational Safety andHealth Administration (OSHA), Underwriters Laboratories, Inc. (UL), Environmental Protection Agency(EPA), etc. If a product proposed requires a Material Safety Data Sheet (MSDS) it must accompany each shipment.

3. SHIPPING

Proposers must include a defined shipping program with its response. If shipping is charged separately, only the actual cost of the freight may be added to an invoice. Shipping charges calculated as a percentage of the product price cannot be used. a. Unless specifically stated otherwise in the "Shipping Program" included in Proposer's response, all prices quoted must be F.O.B. destination with freight prepaid by the Proposer. Shipping terms will be Prepaid and Add F.O.B. Destination from our Club Car Dealer (selling agent). For clarification proposes, shipping terms to our Club Car Dealer (selling agent) are F.O.B. Augusta, GA. Refer to Freight Rates schedule for state specific rate pricing attached in RFP360 files – "2020"

Club Car Freight Rates - OMNIA.pdf". Rates will be based on the most current published rates that Ryder/Club Car Transportation establishes on a yearly basis.

Dealers also charge for Prep, Set-up & Delivery. Vehicles are shipped from the manufacturing facility in Evans, GA to the local Club Car Authorized Dealer (selling agent) requiring final assembly by the Authorized Dealer (selling agent).

What the local Club Car Authorized Dealer (selling agent) will charge will be determined by complexity of final assembly and distance between their location and customer.

Club Car will implement the following prepping/PDI fee's for the basic vehicle configurations.

o \$50 prepping fee

o \$150 prepping fee for the Café Express

For Carryall 411 – Truckster Vehicle:

o \$600 prepping fee

□ For all remaining Commercial Utility Vehicles (2wd & 4x4), Transportation, Low Speed Vehicles:

\$450 prepping fee for basic vehicles to include canopy top & windshield installation

\$800 prepping fee for vehicles with the standard basic cab assembly

\$400 prepping fee for vehicles with the standard van box to be added in addition to the standard fees listed above if combined with a cab or canopy top/windshield.

Vehicles that have a higher level of complexity for final assembly charges will be completely determined by the local Club Car Authorized Dealer (selling agent).

The Dealers (selling agents) are all independent businesses. Club Car cannot dictate to them what to charge beyond the base charge to install canopy tops, windshields, basic cabs and basic van boxes.

b. Additional costs for expedited deliveries may be added.

4. DELIVERY

Equipment will be delivered to various locations for each Participating Public Agency. All deliveries shall be made Monday through Friday from 8:00 am to 4:00 pm local time unless otherwise requested. Proposer is required to provide a minimum of 24 hours' notice prior to delivery with the anticipated time of delivery and quantity to be delivered. Upon delivery, Proposer will provide the following documentation to each Participating Public Agency:

a. Manufacturer Statement of Origin (MSO);

b. All applicable warranty documents;

c. All applicable manuals per paragraph 5; and

d. Delivery ticket with appropriate corresponding purchase order number.

All Club Car vehicles are shipped from the manufacturing facility in Evans, GA to the local Club Car Authorized Dealer (selling agent) via Club Car Transportation for assembly and then require final delivery to the purchasing Public Entity by the Authorized Dealer (selling agent).

The following Dealer delivery fees are to be included in every quote and are on a per vehicle basis:

Distance from Dealer to Final Destination Fee Schedule 0-25 round trip miles \$75 26-50 round trip miles \$100 51-75 round trip miles \$125 76-100 round trip miles \$150 101 < miles \$2/mile round trip

5. VEHICLE INSPECTION

Proposer shall work with the Participating Public Agency to arrange for inspection. Each vehicle delivered shall be subject to a complete inspection by the Participating Public Agency prior to acceptance. Inspection criteria shall include, but not be limited to, conformity to the specifications,

mechanical integrity, quality, workmanship and materials. If delivered equipment is returned to the Proposer prior to acceptance for any reason, all corrections shall be made without any inconvenience to the Participating Public Agency.

6. MANUALS

Proposer shall furnish the following manuals during delivery of vehicles and sshall provide one (1) hard

copy of each as well as one (1) electronic copy on thumb drive or CD.

- a. Operator's manual
- b. Parts manual
- c. Service and repair manual
- d. Overhaul manual
- e. Cross reference guide from manufacturer's parts numbers to supplier's parts numbers

7. TRAINING

Proposer shall provide training to operators and technicians of the Participating Public Agency at no additional cost. At a minimum, such training shall include operator training on all machine functions as well as operator preventive maintenance.

8. WARRANTY

Proposer shall provide all applicable warranties as a part of this RFP response and describe its ability in business days to provide any required warranty service to a Participating Public Agency. Proposer shall also note any extended warranties available and including pricing in Price section of Proposer's response.

Club Car's Authorized Dealer Network and Club Car's Factory Direct Service Technicians provide both parts and routine vehicle services as well as warranty support services across all areas of North America. All warranty repair request will be provided within five days of the request with the exception of a parts availability issue. All out of stock parts will be prioritized from our corporate headquarters and updates will be communicated along the way. Parts, Preventive Maintenance or routine service request will be scheduled at the time of notification. Factory Direct and Club Car's Dealer Network offers service packages that can be purchased at any time during the lease or ownership of the vehicle. While warranty failures occur on occasion without notice most failures can be addressed beforehand via proper preventive maintenance. To maximize vehicle uptime Club Car suggest a trained service provider be staffed by the OMNIA purchaser or the purchaser enter into contract with one of the above mentioned authorized service providers.

Club Car does not currently offer extended warranties for any of the products for which are being offered in this agreement; Utility, Transportation and Golf Vehicles plus

9. EQUIPMENT RECALLS

In the event of any recall notice, technical service bulletin, or other important notification affecting equipment purchased from this contract, a notice shall be sent to appropriate personnel at each participating Public Agency in a timely manner. Proposer shall describe its process for notification of equipment recalls and timing of such notification.

See attached "QSP-0138 Product Safety Recall - Retrofit - Warning Campaign Process (1).pdf" in RFP360

10. PARTS AND SERVICE

The Proposer shall maintain factory authorized parts and appropriate service facility or facilities for routine service and warranty service. Proposer shall detail its ability in business days to provide parts and describe its process for timely delivery of any out of stock parts.

Club Car maintains a parts inventory of approximately \$12M at its Appling, Georgia location and has a 95% fill rate. Club Car Authorized Dealers also stock parts locally. Club Car's Authorized Dealer Network and Club Car's Factory Direct Service Technicians provide both parts and routine vehicle services across all areas of North America. Parts will be provided within 5 days of the request with the exception of a parts availability issue. All out of stock parts will be prioritized from our corporate headquarters and updates will be communicated along the way.

11. SUBSTITUTION OF SPECIFIED ITEMS

Whenever the Contract Documents refer to any specific article, device, equipment, product, material, fixture, specified patent or proprietary name, patented process, forms, method or type of construction, by name, make, trade name, or catalog number ("specified item"), such reference shall be deemed to be followed by the words, "or approved equal", unless it is indicated that no substitutions will be considered. Any Proposer who has submitted a Proposal prior to the deadline may submit data to the City to substantiate a request to provide an "or approved equal" item when completing Sample Specification Pricing in Attachment No. 1 provided in the Contract Documents.

SECTION VIII E

R2020-78

A RESOLUTION APPROVING TASK AGREEMENT NO. 2020-7 WITH BREIT CONSTRUCTION, LLC, THE LOWEST AND BEST BID, IN A NOT-TO-EXCEED AMOUNT OF \$21,558.00 FOR ALLEN AVENUE CULVERT REPLACEMENT PROJECT WATER RELOCATION WORK AT 161ST STREET AND ALLEN AVENUE.

WHEREAS, Before the Allen Avenue Culvert Replacement Project can begin, there are utilities that need to be relocated. The 6-inch cast iron water main needs to be removed from the construction area to assist with the culvert project. The scope of work is to remove 10 feet of water main on the northern and southern side of the construction area. At these two locations, new ductile iron water main with concrete straddle blocks with dead-end blow off assemblies would be installed. The concrete straddle blocks will keep the water main from moving during construction. The dead-end blow offs are needed as a flushing location during the construction. This would allow contractors to install the culvert replacement pipe without having to worry about the old water main leaking or blowing apart; and

WHEREAS, Using On-Call Water, Wastewater and Stormwater Services Agreement (R2019-32) with Pyramid Excavation & Construction, Inc. (Pyramid) and On-Call Water, Wastewater, and Stormwater Service Agreement (R2019-32) with Breit Construction, LLC (Breit), quotes were requested for water main work. The following quotes were received: Pyramid - \$22,569.00 and Breit - \$21,558.00. Staff recommends approving Task Agreement #2020-7 with Breit, the lowest and best bid, in the not-to-exceed amount of \$21,558.00 for Allen Avenue Culvert Replacement Project water relocation work at 161st Street and Allen Avenue; and

WHEREAS, the City Council believes that Task Agreement No. 2020-7 with Breit accurately reflects the Allen Avenue Culvert Replacement Project water relocation work at 161st Street and Allen Avenue.

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

- **SECTION 1.** That Task Agreement No. 2020-7 with Breit Construction, LLC, 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)SSCITY 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

A	GENDA DATE:	October 27, 2020	DIVISIO	ON: Public Works/T	ransportation/Water
(COUNCIL: 🗌 Re	egular Meeting	Work Session	Special Sess	sion
ſ	Ordinance	Resolution	Consent Item	Change Order	Motion
	Agreement	Discussion	FYI/Update	Presentation	Both Readings

ISSUE/RECOMMENDATION:

Before the Allen Avenue Culvert Replacement Project can begin, there are utilities that need to be relocated. The 6-inch cast iron water main needs to be removed from the construction area to assist with the culvert project. The scope of work is to remove 10 feet of water main on the northern and southern side of the construction area. At these two locations, new ductile iron water main with concrete straddle blocks with dead-end blow off assemblies would be installed. The concrete straddle blocks will keep the water main from moving during construction. The dead-end blow offs are needed as a flushing location during the construction. This would allow contractors to install the culvert replacement pipe without having to worry about the old water main leaking or blowing apart.

Using On-Call Water, Wastewater and Stormwater Services Agreement (R2019-32) with Pyramid Excavation & Construction, Inc. (Pyramid) and On-Call Water, Wastewater, and Stormwater Service Agreement (R2019-32) with Breit Construction, LLC (Breit), quotes were requested for water main work. The following quotes were received: Pyramid - \$22,569.00 and Breit - \$21,558.00. Staff recommends approving Task Agreement #2020-7 with Breit Construction, LLC, the lowest and best bid, in the not-to-exceed amount of \$21,558.00 for Allen Avenue Culvert Replacement Project water relocation work at 161st Street and Allen Avenue.

FINANCIAL IMPACT

Contractor:	Breit Construction, LLC
Amount of	\$ 21,558.00
Request/Contract:	
Funding Source:	451-5624-495-7117

STAFF RECOMMENDATION, ACTION, AND DATE:

Approving a resolution approving Task Agreement #2020-7 with Breit Construction, LLC, the lowest and best bid, in the not-to-exceed amount of \$21,558.00 for Allen Avenue Culvert Replacement Project water relocation work at 161st Street and Allen Avenue.

LIST OF REFERENCE DOCUMENTS ATTACHED:

Resolution Task Agreement 2020-07 and Scope of Work $\sim t^{2}$

		City of Belton Task Ag	 Public Wor greement 	rks		
			ntract: 2 4/19/2019			
Ordinance or Resolution: Task Agre		Task Agreement 161# and Allen W	1 st and Allen Water Relocate		Amount: \$21, 558.00 se Order No:	
Project Title: 161 st and Aller	n Water Rel	ocate				
Contractor/Consultant (inclu Breit Construction, LLC	ding subs):		tion and Staff Pro		ager	
Project Management Manua	al reviewed:	Atta	chments (Ganit C	Chart/ Schedule	a, Insurance, etc.):	
Check boxes below that apply		Prevailing Wage	•	Certifica	te of Good Standing	
Čta# I	Signatures		()	Partner	Signaturea	
500 5.18 4 5 Y	City Mana	ger:	Project Manager:	and the second	Company Principal (if different):	
Director of Public Works: Greg Rokos	Alexa Bar	on			Breit Construction, LLC Andrew Breit – General Manager	
Director of Public Works;	Alexa Barl	ôn	Signatura.		Breit Construction, LLC Andrew Breit - General Manager	
Director of Public Works: Greg Rokos		ôn			Andrew Breit - General Manager	
Director of Public Works: Greg Rokos Shadday Date 10/21/2020	Bigraeure: Data		Signature. Date.	onceptual/Problem	Andrew Breit - General Manager Signatur Jru Stand	
Director of Public Works: Greg Rokos SAAAMAA Cole 10/21/2020 Project Type: De:	Bigrature: Data		Signature. Date.	Conceptual/Problem 	Andrew Breit - General Manager Signaly Aurus Au	

Don Tyler

From: Sent: To: Cc: Subject:

Andy Breit <andy.breit@breitconstructionllc.com> Thursday, October 8, 2020 1:05 PM Don Tyler Steve sherrer Allen Ave Water Estimates

Don,

Below is our scope and estimate for the Allen Ave water work

Scope:

Provide labor, equipment, material, and supervision for the following -

1 ea - Relocate water services at 16016, 16100, 16101, & 16103 that will be in conflict with proposed box culvert

2 ea - 6" gate valves

2 ea - 6" blow-off assemblies

2 ea - concrete straddle blocks with all-thread and duck lugs

20 If - 6" CL52 Ductile iron water main pipe (bagged)

1 ea - Demo abandoned 6" water main in conflict with proposed box culvert

1 ea - Haul off and dispose of spoils

1 ea - Insurance and bonding per Belton specs

Estimates:

Labor	\$12,369
Equipment	\$2,481
Material	\$5,106
Subs/Misc	\$575
Ins/Bonding	\$1,027
Total	\$21,558

Please let us know if you have any questions.

Thanks,

Andy Breit

General Manager



Don Tyler

From: Sent: To: Cc: Subject:

Andy Breit <andy.breit@breitconstructionllc.com> Thursday, October 8, 2020 1:05 PM Don Tyler Steve sherrer Allen Ave Water Estimates

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Subs/Misc	\$575
Ins/Bonding	\$1,027
Total	\$21,558

Please let us know if you have any questions.

Thanks,

Andy Breit

General Manager





11102 Hickman Mills Drive • Kansas City, Missouri 64134

Ph. (816)765-4464 • Fax (816)765-4467

PROPOSAL

October 7, 2020

Attn: City of Belton Shane Smith

RE: 16100 Allen Valve Installation for RCB Project

Pyramid Excavation and Construction, Inc. is pleased to present to you our proposal for the above-mentioned project.

Base Bid: \$22,569.00

The above-mentioned pricing is based on providing the labor, material, and equipment to perform the following scope of work.

Valve Installation:

- Provide and install 2 new 6" Gate Valves
- Provide and install 2 straddle blocks with split mega lugs on the existing main
- Provide SS Steel All thread from the straddle block to the new valves
- Provide 5' of new pipe with solid sleeves connecting the existing main for phase one
- Provide and install one temporary blow off assemble with SS all thread to the new valve for Phase 2, so the existing main can be removed and the RCB can be installed
- Possibly relocate two existing service lines (materials provided by others)
- Provide Haul off of spoils

- Provide gravel bedding
- Provide temporary Traffic control
- Provide granular backfill to the top of the excavation

Price excludes:

 Developmental Fees, Permits, Bonds, System Developmental Fees, Contaminated Spoils, Rock Excavation, Engineering, Sidewalk, Curb, Premium Time, Erosion Control, and Seeding / Sodding

Thank You for the opportunity to bid this project. If there are any further questions or information needed, please feel free to call me at 816-765-4464

Thank You,

Robert C. Yunger President

SECTION VIII F

R2020-79

A RESOLUTION FORMALLY ACCEPTING THE MEADOW CREEK PHASE 2 SUBDIVISION NEW PUBLIC INFRASTRUCTURE OF 3,790 FEET OF 8" WATER LINE AND ASSOCIATED VALVES, FITTINGS, AND FIRE HYDRANTS; 3,846 FEET OF SANITARY SEWER MAIN AND ASSOCIATED MANHOLES; 3,078 FEET OF STORM SEWER AND ASSOCIATED STRUCTURES; 8,754 LANE FEET OF STREET; AND SIX (6) STOP INTERSECTIONS WITH A TWO-YEAR MAINTENANCE BOND IN THE AMOUNT OF \$1,577,618.00.

WHEREAS, Section 36-111 of the Unified Development Code provides for formal acceptance of public improvements by the City of Belton according to the following:

- (a) Developer shall submit one original on Mylar and four copies of "as built" plans to the City Engineer prior to requesting final acceptance of improvements.
- (b) Upon the determination by the City Council, after consideration of the opinion of the building inspector that there are no defects, deficiencies, or deviations in the improvements, and that all improvements have been installed in conformance with the approved engineering drawings, and with the requirements of these regulations, the City Council shall by resolution or by letter, respectively, formally accept such improvements. The improvements shall become the property of the city council or appropriate utility company involved.
 - (1) Maintenance of improvements. Prior to the acceptance by the City of Belton of the improvements required herein, except those improvements required by section 36-108, the subdivider shall provide one of the following to guarantee the improvements against defects in workmanship and materials, and providing for the normal maintenance for the first two years after the date of acceptance of such improvements. Such guarantee shall be in an amount equal to 100 percent of the estimated cost of the improvement.
 - a. Maintenance bond written by a bonding company, or
 - b. Cash deposited in escrow from which the subdivider would be entitled to any interest income, or
 - c. Upon approval of the City Council, a personal surety bond; and

WHEREAS, Meadow Creek Phase 2 Subdivision new public infrastructure was installed, inspected, and tested per City of Belton standards including 3,790 feet of 8" water line and associated valves, fittings, and fire hydrants; 3,846 feet of sanitary sewer main and associated manholes; 3,078 feet of storm sewer and associated structures; 8,754 lane feet of street, and six (6) stop intersections; and

WHEREAS, the City has received a two-year maintenance bond for the above-mentioned new public infrastructure in the amount of \$1,577,618.00; and

WHEREAS, the City Council believes that the formal acceptance and guarantee of maintenance of this public infrastructure is in the best interest of the City and its water, sewer, and fire protection systems.

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

SECTION 1. That the Meadow Creek Phase 2 Subdivision water line, fire hydrants, sanitary sewer main, storm sewer, street, and stop intersections are hereby formally accepted by the City of Belton and shall become the property of the City.

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

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

Mayor Jeff Davis

ATTEST:

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

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

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton, Missouri, and that the foregoing Resolution was regularly introduced at a regular meeting of the City Council held on the _____ day of ____, 2020, and adopted at a regular meeting of the City Council held the _____ day of ____, 2020 by the following vote, to-wit:

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

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



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: October 27, 2020		DIVISION: Public Works Engineering			
COUNCIL: 🛛 R	egular Meeting	Work Session	Special Sess	sion	
Ordinance	Resolution	Consent Item	Change Order	Motion	
Agreement	Discussion	FYI/Update	Presentation	Both Readings	

ISSUE/RECOMMENDATION:

As is required by Section 36-111 of the Unified Development Code that provides for formal acceptance of public improvements by the City of Belton, this is a procedural item for acceptance of new public infrastructure constructed and completed for the Meadow Creek Phase 2 Subdivision. These public improvements consist of the following:

- 3,790 feet of 8" water line and associated valves, fittings, and fire hydrants
- 3,846 feet of sanitary sewer main and associated manholes
- 3,078 feet of storm sewer and associated structures
- 8,754 lane feet of street
- Six (6) Stop Intersections
 - o Overland Drive at Cross Creek Drive, southwest corner
 - Overland Drive at Cross Creek Drive, northeast corner
 - o Cross Creek Drive at Maybrook Drive, southeast corner
 - o Claire Drive at Summit Drive, west corner
 - o Overland Drive at Claire Drive, southwest corner
 - o Claire Drive at Maybrook Drive, southeast corner

These improvements have been installed, inspected, and tested per City of Belton standards. The City has received a two-year maintenance bond for the above-mentioned public improvements in the amount of \$1,577,618.00.

IMPACT/ANALYSIS:

N/A

STAFF RECOMMENDATION, ACTION, AND DATE:

Approve and authorize a resolution formally accepting the Meadow Creek Phase 2 Subdivision new public infrastructure of 3,790 feet of 8" water line and associated valves, fittings, and fire hydrants; 3,846 feet of sanitary sewer main and associated manholes; 3,078 feet of storm sewer and associated structures; 8,754 lane feet of street; and six (6) stop intersections with a two-year maintenance bond in the amount of \$1,577,618.00.

LIST OF REFERENCE DOCUMENTS ATTACHED:

Resolution Infrastructure Acceptance Memo with Site Map



CITY OF BELTON – PUBLIC WORKS MEMORANDUM

PUBLIC WORKSDate:October 14, 2020To:Greg Rokos, Director of Public WorksFrom:Ron Raines, Public Works Senior Engineering TechnicianSubject:Meadow Creek Phase 2 Public Infrastructure

The Public Infrastructure for Meadow Creek Phase 2 Subdivision is complete. These public improvements consist of the following:

- 3,790 feet of 8" waterline and associated valves, fittings, and fire hydrants
- 3,846 feet of sanitary sewer main and associated manholes
- 3,078 feet of storm sewer and associated structures
- 8,754 lane feet of street
- Six (6) Stop Intersections
 - o Overland Drive at Cross Creek Drive, southwest corner
 - o Overland Drive at Cross Creek Drive, northeast corner
 - o Cross Creek Drive at Maybrook Drive, southeast corner
 - o Claire Drive at Summit Drive; west corner
 - o Overland Drive at Claire Drive; southwest corner
 - o Claire Drive at Maybrook Drive; southeast corner

These improvements have been installed, inspected, and tested per City of Belton standards. The City has received a two-year maintenance bond for the above-mentioned public improvements in the amount of \$1,577,618.00.

These improvements are ready to be presented to the City Council during a regular session as a Consent Item for formal acceptance.

SECTION IX B

AN ORDINANCE APPROVING THE FINAL PLAT FOR AUTUMN RIDGE THIRD PLAT; A TRACT OF LAND LYING IN SECTION 13, TOWNSHIP 46, RANGE 33, IN THE CITY OF BELTON, CASS COUNTY, MISSOURI AND AUTHORIZING THE MAYOR AND CITY CLERK TO SIGN THE PLAT FOR RECORDING WITH THE CASS COUNTY RECORDER'S OFFICE.

WHEREAS, the Planning Commission is authorized pursuant to Section 36-35 of the Unified Development Code to review and approve, approve conditionally or disapprove final plats within a reasonable time after submission; and

WHEREAS, the Planning Commission convened a meeting on September 21, 2020, and reviewed and recommended approval of the final plat of Autumn Ridge Third Plat to the City Council, and

WHEREAS, the City Council finds that this plat meets the standards for platting as set forth in the Unified Development Code and is in the best interest of the City to approve the plat for recording.

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 Final Plat of Autumn Ridge Third Plat.
- **Section 2.** The approval is subject to the recommendations of the Planning Commission, and the private park improvements depicted on Tract C Preliminary Development Plan by Quist Engineering, dated 10/20/2020, including an asphalt multi-use trail, institutional quality playground equipment, shade trees and landscaping.
- **Section 3.** The Mayor and the City Clerk are hereby authorized to sign the plat, acknowledging that the plat meets all requirements of the Unified Development Code.
- **Section 4.** The plat shall be recorded at the Cass County Recorder of Deeds, and a copy kept on permanent file at the City of Belton.
- **Section 5.** The final plat shall be recorded within one year of City Council approval or the approval shall be considered null and void.
- **Section 6.** That this Ordinance shall take effect and be in full force from and after its passage and approval.

READ FOR THE FIRST TIME: October 13, 2020

READ FOR THE SECOND TIME AND PASSED:

Mayor Jeff Davis

Approved this _____ day of _____, 2020.

Mayor Jeff Davis

ATTEST:

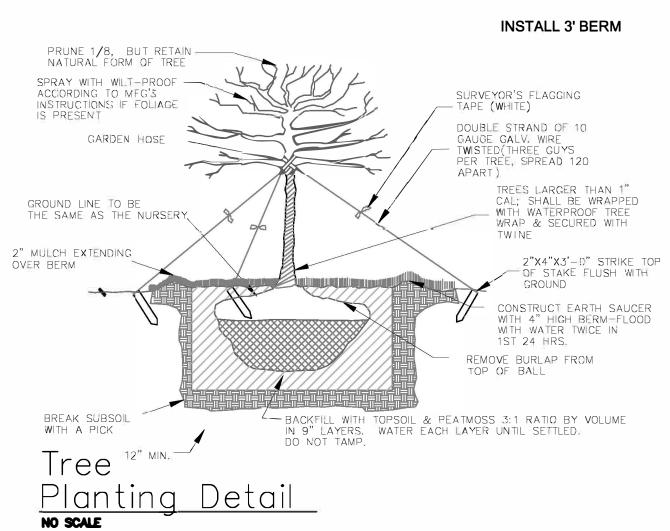
Andrea Cunningham, City Clerk of the City of Belton

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

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton, Missouri, and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the ____ day of _____, 2020, and thereafter adopted as Ordinance No. 2020-____ of the City of Belton, Missouri, at a meeting of the City Council held on the _____ day of ______, 2020, after the second reading thereof by the following vote, to wit:

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

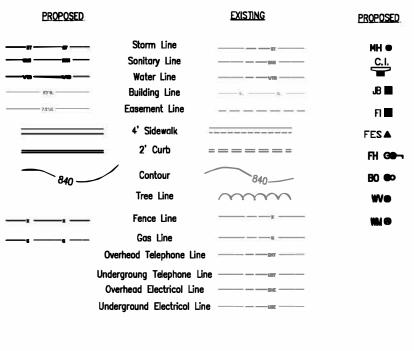
Andrea Cunningham, City Clerk of the City of Belton



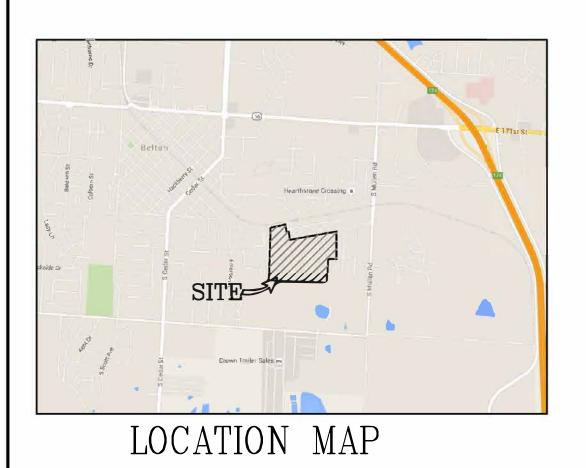
OPEN SPACE TRACTS PLANTING SCHEDULE COMMON NAME SCIENTIFIC NAME

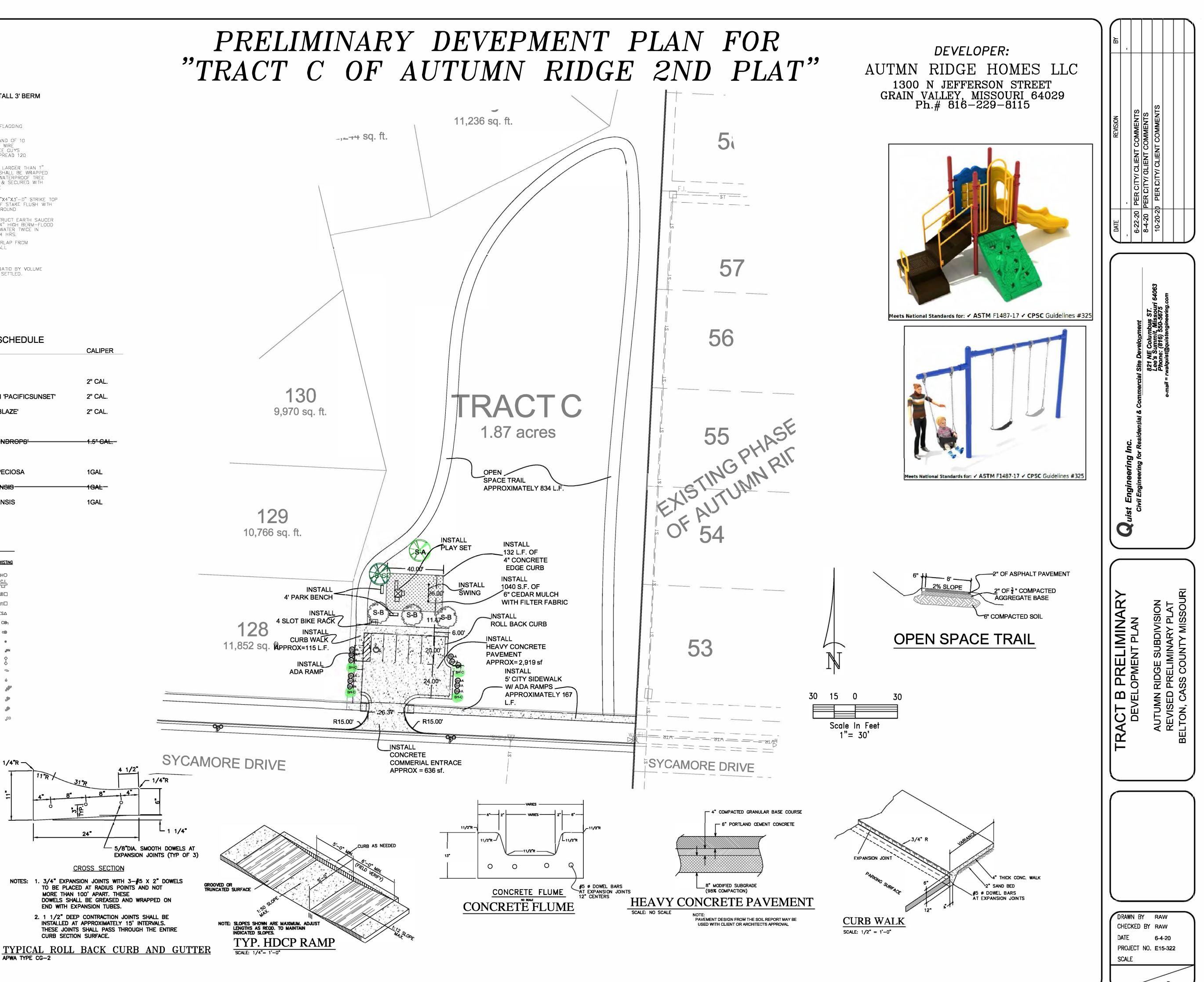
TREES			
S-A S-A 1	STATE STREET MAPLE	ACER MIYABEI	2" CAL.
S-B S-B 3	PACIFIC SUNSET MAPLE	ACER TRUNCATUM 'PACIFICSUNSET'	2" CAL.
S-C 36 1	AUTUMN BLAZE MAPLE	ACER X 'AUTUMN BLAZE'	2" CAL.
ORNAMENTAL TREE	<u>=S</u>		
- 0 A- - 0		MALUS 'ROYAL RAINDROPS'	
	AL/ ORNAMANTAL		
SH-A (SH-A 12	2 SCARLET STORM QUINCE	CHAENOMELES SPECIOSA	1GAL
- SII-B	SEA GREEN JUNIPER	JUNIPERUS CITINENSIS	
SH-C SH-C 4	ADAGIO MAIDEN GRASS	MISCANTHUS SINENSIS	1GAL

LINE LEGEND



	SYMBOL LEGEND		
PROPOSED		EX	
MH ●	Manhole	МН	
<u>C.I.</u>	Curb Inlet		
JB 🔳	Junction Box	JB	
FI 🔳	Field Inlet	F	
FES▲	Flared End Section	FES	
FH Gen	Fire Hydrant	c	
B0 🗪	Blow Off	c	
we	Water Valve		
WM @	Water Meter		
	Straddle		
	Utility Pole		
	Guy Wire		
	Electric Transformer		
	Telephone Pedestal		
	Coble Pedestal		
_00	Clean Out		









AN EASEMENT IS HEREBY GRANTED SEWAGE, TELEPHONE, CABLE TV AND SURFACE DRAINAGE INCLUDING BUT NOT LIMITED TOO UNDERGROUND PIPES AND CONDUITS, PAD MOUNTED TRANSFORMERS, SERVICE PEDESTALS, ANY UNDER AND ALONG THE STRIPS OF LAND DESIGNATED UTILITY EASEMENTS (U/F). WHERE OTHER EASEMENTS ARE THE ABOVE EASEMENTS SHALL BE KEDT EREE FROM ANY AND AL HEREON OR THEREOVER ANY STRUCTURE (EXCEPT DRIVEWAYS PAVED AREAS GRASS THE EXCEPTION OF WHERE NO FENCES SHALL BE ERECTED) NOR SHALL THERE BE ANY OBSTRUCTION TO INTERFERE WITH THE AGENTS AND ON MISSOURIAND ITS FRANCHISED UTILITIES FROM GOING UPON SAID FASEMENT AND AS MUCH OF THE AJOINING LANDS AS MAYBE RESONABLY NECESSARY IN EXERCISING THE RIGHTS GRANTED TO TH EASEMENT. NO EXCAVATION OR FILL SHALL BE MADE OR OPERATION OF ANY KIND OR NATURE SHALL BE PERFORMED WHICH WILL REDUCE OR INCREASE THE EARTH COVERAGE OVER UTILITIES ABOVE STATED OR THE APPLIRTENANCES THERETO WITHOUT THE WRITTEN APPROVAL OF THE DIRECTOR OF PUBLIC WORKS AS TO ALL EASEMENTS DEDICATED TO THE CITY

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 13, NORTH 02 DEGREES 45 MINUTES 07 SECONDS EAST, 1321.76 FEET TO THE SOUTHEAST CORNER OF THE NORTH HALF OF THE SOUTHEAST SOLITH LINE OF THE NORTH HALF OF THE SOLITHEAST OLIARTER OF SAID SECTION 13. ALONG BEING ALONG MINUTES 44 SECONDS WEST, 850 20 FEET TO THE POINT OF BEGINNING[,] THENCE NORTH 86 DEGREES 00 MINUTES 45 SECONDS WEST, 525 81 FEE P DEGREES 45 MINUTES 56 SECONDS EAST, 470.01 FEFT: THENCE NORTH 87 DEGREES 14 MINUTES 04 SECONDS WEST, 300.00 FEFT: THENCE NORTH 0 DEGREES 45 MINUTES 5 THENCE NORTH 09 DEGREES 39 MINUTES 01 SECONDS EAST, 146 15 FEET; THENCE NORTH 10 DEGREES 01 MINUTES 39 SECONDS WEST, 144 16 FEET TO A POINT O THE SOUTH LINE OF "AUTUMN RIDGE SECOND PLAT"; THENCE ALONG SAID SOUTH LINE, NORTH 79 DEGREES 58 MINUTES 21 SECONDS EAST, 861.14 FEET TO A POINT ON THE WEST LINE OF "AUTUMN RIDGE FIRST PLAT"; THENCE ALONG SAID WEST LINE, SOUTH 02 DEGREES 45 MINUTES 07 SECONDS WEST, 1385.99 FEET TO THE POINT OF BEGINNING. CONTAINING 21.08 ACRES, MOR

, 20 , BEFORE ME APPEARED MEMBER OF AUTUMN RIDGE HOMES, LLC, A MISSOURI LIMITED LIABILITY COMPANY TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT: AND ACKNOWLEDGED THAT HE EXECUTED THE SAME AS HIS FREE ACT AND DEED. IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL AT MY OFFICE

, THE DAY AND YEAR LAST ABOVE WRITTEN.

THE UNDERSIGNED PROPRIETORS OF THE ABOVE DESCRIBED TRACT OF LAND HAS CAUSED THE SAME TO BE SUBDIVIDED IN THE MANNER SHOWN ON THE ACCOMPANYING PLAT, WHICH SUBDIVISION SHALL BE HEREAFTER KNOWN AS "AUTUMN RIDGE THIRD PLAT".

FINAL PLAT AUTUMN RIDGE THIRD PLAT LOTS 114 THRU 164, TRACTS A-1 AND C PART OF E. 1/2, SECTION 13 TOWNSHIP 46 RANGE 33

BELTON, CASS COUNTY, MISSOURI

BUILDING LINES OR SETBACK LINES WILL BE ESTABLISHED BY THE DEVELOPMENT PLAN AND NO BUILDING OR PORTION THEREOF SHALL BE BUILT BETWEEN THIS LINE AND THE LOT LINE

STREETS SHOWN HEREON AND NOT HERETOFORE DEDICATED FOR PUBLIC USE AS STREET RIGHT-OF-WAY ARE HEREBY DEDICATE

IN WITNESS WHEREOF, AUTUMN RIDGE HOMES, LLC, A MISSOURI LIMITED LIABILITY COMPANY HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS MEMBER THIS DAY OF , 20

NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE

IN WITNESS WHEREOF, AUTUMN RIDGE HOMEOWNER'S ASSOCIATION, LLC, A MISSOURI LIMITED LIABILITY COMPANY HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS MEMBER THIS DAY

, 20 , BEFORE ME APPEARED MEMBER OF AUTUMN RIDGE HOMEOWNERS ASSOCIATION, LLC, A MISSOURI LIMITED LIABILITY COMPANY TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT; AND ACKNOWLEDGED THAT HE EXECUTED THE SAME AS HIS FREE ACT AND DEED. IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL AT MY OFFICE , THE DAY AND YEAR LAST ABOVE WRITTEN.

NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE

THIS PLAT OF "AUTUMN RIDGE THIRD PLAT", HAS BEEN SUBMITTED TO AND APPROVED BY THE BELTON PLANNING COMMISSION THIS __ DAY OF _____, 202_.

SECRETARY -

THESE EASEMENTS AND RIGHT OF WAY ACCEPTED BY THE CITY COUNCIL OF BELTON, MISSOURI THIS ____ DAY OF _____, 202_

CITY CLERK - ANDREA CUNNINGHAM

FINAL PLAT			
	AUTUMN RIDGE A SUBDIVI BELTON, CASS COU	SION IN	
DATE:JULY 17, 2020	BOUNDARY & CONSTRUCTION		
DEVELOPER:	SURVEYING,	SURVEYING, INC.	
AUTUMN RIDGE HOMES 1101 C NW PAMELA BLVD	821 NE COLUMBUS STREET SUITE 10 PH.# 816/554-9798, FAX #		
GRAIN VALLEY, MO 64029	PROJECT NO. 20-230	SHEET 1 OF 1	
	AUTUMN RIDGE 3RD PLAT		