



**Agenda of the Belton City Council
Regular Meeting
September 24, 2019 – 6:00 p.m.
City Hall Annex
520 Main Street, Belton, Missouri**

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

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

- A. **Motion approving the minutes of the August 27, 2019, City Council Work Session & Regular Meeting.**

Page 6

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

Page 11

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

Page 31

- D. **Motion authorizing a one-year renewal of a contract with Cellebrite for a UFED Touch Screen Ultimate SW Forensic Machine in the amount of \$3,700.00 for the Belton Police Department.**

This amount is within budget for FY2020.

Page 33

- E. **Motion authorizing the purchase of a 2019 John Deere 410L Backhoe in the amount of \$120,005.00 for the Transportation Division.**

This purchase is within budget for FY2020.

Page 38

- F. **Motion authorizing the purchase of a 2019 John Deere 524L Front-End Wheel Loader in the amount of \$151,494.00 for the Transportation Division.**

This purchase is within budget for FY2020.

Page 45

- G. **Motion authorizing the purchase of regulator-compliant sign posts and street ID signs from Newman Signs, Inc., in the amount of \$15,574.63 for the Transportation Division.**

This is an approved Capital Outlay Request for FY2020 to ensure compliance with current MUTCD requirements.

Page 52

- H. Motion approving Resolution R2019-83
A resolution appointing Scott Von Behren to the Tax Increment Financing Commission.

Page 56

- I. Motion approving Resolution R2019-84
A resolution approving a Public Service Agreement with Oats Inc., at a rate of \$2,160 for a 12-month term.

Page 60

- J. Motion approving Resolution R2019-85
A resolution of the City of Belton, Missouri, approving a first amendment to the 2019 Street Preservation Agreement between the City of Belton, Missouri, and Superior Bowen Asphalt Company, LLC, to perform additional work for the Belton Parks and Recreation Board.

Page 67

K. Motion approving Resolution R2019-86

A resolution approving Task Agreement 2019-5 with Olsson to perform design services for the 161st Street and Allen Avenue Stormwater Improvements Project in the amount of \$36,100.00.

Page 72

L. Motion approving Resolution R2019-87

A resolution approving actions of the city manager to engage Breit Construction, LLC, for emergency repair of sinkhole located at 1005 Colbern Drive and ratifying Task Agreement No. 2019-4 in the amount of \$212,995.74.

Page 83

M. Motion approving Resolution R2019-88

A resolution approving Task Agreement 2019-1 with CDM Smith to perform conceptual design development of stormwater improvements for the Sunrise Drive and Buena Vista Stormwater Improvements Project in the amount of \$61,025.00.

Page 89

N. Motion approving Resolution R2019-89

A resolution approving Task Agreement 2019-6 with Olsson to perform design and construction phase services for the Westside Drive and Lacy Lane Stormwater Improvements Project in the amount of \$361,965.00.

Page 99

V. PERSONAL APPEARANCES

VI. ORDINANCES

A. Motion approving the final reading of Bill No. 2019-48

An ordinance approving an amendment to the first amended and restated Tax Increment Financing Redevelopment Agreement and the second amended and restated Tax Increment Financing Redevelopment Agreement by and between the City of Belton, Missouri, and Y Belton, L.L.C.

B. Motion approving both readings of Bill No. 2019-49

An ordinance approving the reappropriation & revision of the City of Belton Fiscal Year 2020 Adopted City Budget to add an Assistant City Engineer position.

This ordinance will amend the City's FY2020 budget to add a second assistant city engineer position that will be funded from the Street, Water and Wastewater funds to assist in proactively planning for aging and failed infrastructure replacement.

Page 113

C. Motion approving both readings of Bill No. 2019-50

An ordinance authorizing the issuance of not to exceed \$20,000,000 principal amount of General Obligation Bonds, Series 2019, of the City of Belton, Missouri, and certain other documents and actions by the City.

This ordinance is the next step for the sale of General Obligation Bonds for street and storm sewer improvements which voters approved in April 2019. Voters approved \$28 million (\$14,250,000 for storm sewer improvements and \$13,750,000 for street improvements). There will be two separate issuances, the first issuance in the amount of \$20,000,000 and a second issuance in the amount of \$8,000,000 at a later date. The “Go to Market” resolution was approved by Council on July 23, 2019. Standard & Poor’s has assigned its rating of “AA-” to these General Obligation bonds. The competitive bond sale is scheduled for September 25, 2019 at 10 a.m.

Page 117

VII. RESOLUTIONS

VIII. CITY COUNCIL LIAISON REPORTS

IX. MAYOR’S COMMUNICATIONS

X. CITY MANAGER’S REPORT

October/November 2019 meetings

10/08 work session & regular meeting – 6:00 p.m.

10/22 work session & regular meeting – 6:00 p.m.

11/12 work session & regular meeting – 6:00 p.m.

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

XI. OTHER BUSINESS

XII. Motion to enter Executive Session to discuss matters pertaining to the leasing, purchase or sale of Real Estate, according to Missouri Statute 610.021.2, and that the record be closed, and the meeting adjourn from there.

SECTION IV

A

**Minutes of the Belton City Council
Work Session & Regular Meeting
August 27, 2019
City Hall Annex
520 Main Street, Belton, Missouri**

Mayor Davis called the Work Session to order at 6:00 p.m.

Alexa Barton, City Manager, presented changes to the 2017 Belton Nature Area Project. This plan did not end up working and it will be abandoned. Those who planned to use the Belton Nature Area (scout groups, trail use) will use Cleveland Lake.

Being no further business, Mayor Davis adjourned the work session at 6:04 p.m. and called the regular meeting to order.

Councilman Trutzel lead the Pledge of Allegiance to the Flag.

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

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

CONSENT AGENDA

Ms. Barton stated there is a Scrivener's error on the last page of the August 13, 2019 City Council minutes. The executive session was listed in the minutes as Legal and Personnel, but it was actually Legal and Real Estate. The final minutes will be amended.

Councilman Lathrop asked for items D, I, J, K, L, and M to be taken from the consent agenda for discussion and separate action.

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

- approving the minutes of the August 13, 2019, Public Hearing, City Council Work Session & Regular Meeting, as amended.
- approving the July Municipal Division Summary Report for Municipal Court.
- authorizing a temporary liquor permit for the Fraternal Order of Eagles for an area located at E. Walnut & Main, during the Fall Festival on September 6-7, 2019.
- approving Resolution R2019-73: **A resolution of the Belton City Council appointing members to the Board of Directors of the Belton/Raymore Interchange Transportation Development District.**
- approving Resolution R2019-74: **A resolution approving the donation of an Autopulse CPR machine to the Western Cass Fire Protection District.**
- approving Resolution R2019-75: **A resolution approving a lease agreement with Canon Solutions America, Inc. for a Canon IRADVC5535 copier and a Canon MF525dw printer for Fire Station Two; and a MF525dw printer for Fire Station One.**

- approving Resolution R2019-76: **A resolution approving actions of the City Manager to engage Breit Construction, LLC for emergency repair of a sinkhole located at 2911 East 171st Street and ratifying Task Agreement No. 2019-2 in the amount of \$43,743.85.**
- approving Resolution R2019-82: **A resolution approving an Escrow Agreement with Northpoint Development, LLC, to equally share the costs of the Allen Avenue Culvert Replacement Project.**

Councilman Trutzel seconded. All voted in favor. Consent agenda approved.

D. Motion authorizing the purchase of a 2019 EnviroSight RoverX Camera System with Trailer Build Out from Key Equipment & Supply Co. in Kansas City, Kansas for the total purchase price of \$166,367.90, for the Transportation & Water Services Divisions.

Councilman Lathrop asked why we are spending so much to buy a camera when our costs from the 3rd party aren't as much. Don Tyler, Water Services, said the department was only using the camera for emergencies. Now we will be able to be pro-active and identify areas of concern ahead of time. Councilman Clark moved to approve this purchase, seconded by Councilman Finn. All voted in favor. Motion passed.

I. Andrea Cunningham, City Clerk, read Resolution R2019-77: A resolution approving Task Agreement 2019-6 with Trekk Design Group, LLC to perform design and construction phase services for the Hight Avenue and Bryan Way Stormwater Improvements Project in the amount of \$214,893.93.

Presented by Councilman Savage, seconded by Councilman Finn. Councilman Lathrop stated I, J, and K are authorizing engineering and design services but not to fix the problems. Vote on the resolution was recorded with all voting in favor. Resolution passed.

J. Ms. Cunningham read Resolution R2019-78: A resolution approving Task Agreement 2019-4 with Olsson to perform conceptual design development of stormwater improvements for the Hargis Lake Stormwater Improvements Project in the amount of \$39,760.00.

Presented by Councilman Savage, seconded by Councilman Trutzel. Vote on the resolution was recorded with all voting in favor. Resolution passed.

K. Ms. Cunningham read Resolution R2019-79: A resolution approving a Design Services Agreement with HDR Engineering, Inc. to perform engineering and design services for the Route 58 and Powell Road Multimodal Traffic Relief Project in the amount of \$416,307.00.

Presented by Councilman VanWinkle, seconded by Councilman Finn. Celia Duran, Public Works Director, said this is a MoDOT project, so there were additional requirements. Vote on the resolution was recorded with all voting in favor. Resolution passed.

L. Ms. Cunningham read Resolution R2019-80: A resolution approving the City Manager to execute a Contract Agreement with the lowest and best bidder per Missouri Department of Transportation concurrence to construct improvements for the Belton I-49 outer Road Project from 155th Street to 163rd Street.

Presented by Councilman Finn, seconded by Councilman Clark. Councilman Lathrop said usually the Council gets the bids first; this is opposite. Ms. Barton said we need to meet MoDOT's timeframes and guidelines. This was originally going on our September 10 Council meeting agenda, but that meeting will be canceled. Vote on the resolution was recorded with all voting in favor. Resolution passed.

M. Ms. Cunningham read Resolution R2019-81: **A resolution approving the City Manager to execute a Contract Agreement with the lowest and best bidder for the Water Main Replacement – Pawnee Lane to South Cedar Street, West Cambridge Road to East South Avenue Project.**

Presented by Councilman Trutzel, seconded by Councilman Lathrop. Vote on the resolution was recorded with all voting in favor. Resolution passed.

ORDINANCES

Ms. Cunningham gave the final reading of Bill No. 2019-44: **An ordinance approving a Special Use Permit to allow a Home Daycare with more than four children at 206 Mary Way Belton, Cass County, Missouri.**

Presented by Councilman Clark, seconded by Councilman Trutzel. Amelia Rosin, owner of the daycare, was present. She stated she was aware of the new state changes for home daycares. Vote on the final reading was recorded:

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

Noes: 0

Absent: 0

Bill No. 2019-44 was declared passed and in full force and effect as **Ordinance No. 2019-4533**, subject to Mayoral veto.

Ms. Cunningham gave the final reading of Bill No. 2019-45: **An ordinance levying and fixing the rate of tax for municipal purposes, for the Park Fund, and for the Debt Service Fund for Fiscal Year 2020.**

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

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

Noes: 0

Absent: 0

Bill No. 2019-45 was declared passed and in full force and effect as **Ordinance No. 2019-4534**, subject to Mayoral veto.

Ms. Cunningham read Bill No. 2019-48: **An ordinance approving an amendment to the first amended and restated Tax Increment Financing Redevelopment Agreement and the second amended and restated Tax Increment Financing Redevelopment Agreement by and between the City of Belton, Missouri, and Y Belton, L.L.C.**

Presented by Councilman Savage, seconded by Councilman Trutzel. Carolyn Yatsook, Economic Development Director, said this is to extend construction deadlines. Vote on the first reading was recorded with all voting in favor except for Councilwoman Davidson who voted no. First reading passed.

CITY COUNCIL LIAISON REPORTS

Councilwoman Davidson gave a Park report.

- The carnival was well attended
- New matrix equipment is being purchased
- The High Blue parking lot is being repaved and sidewalks replaced
- The High Blue roof repair is close to completion

- There are upgrades to the baseball diamond
- Doggie Dip Day, September 7 at the outdoor waterpark
- Signups for soccer are on the Park website
- Fall Events at Memorial Park-Mama Mia, Oktoberfest
- Main Street Theater Play “Death Trap” in September

MAYOR’S COMMUNICATIONS

- The Fall Festival is September 6-7 on Main Street
- City Hall will be closed September 2 for the holiday

CITY MANAGER’S REPORT

September/October 2019 meetings

09/10 work session & regular meeting – CANCELED for MML

09/24 work session & regular meeting – 6:00 p.m.

10/08 work session & regular meeting – 6:00 p.m.

10/22 work session & regular meeting – 6:00 p.m.

Ms. Yatsook reminded the Council about the Economic Development Educational class at 7:30 a.m. It will be in the Council Chambers. Casey’s has submitted for a permit to relocate their store. 5 Guys has submitted for a tenant-finish permit for Cedar tree Shopping Center.

At 6:42 p.m. Councilman Trutzel moved to enter Executive Session to discuss matters pertaining to the hiring, firing, disciplining or promotion of personnel, according to Missouri Statute 610.021.3; and matters pertaining to Legal Actions, according to Missouri Statute 610.021.1; and that the record be closed, and the meeting adjourn from there. Councilwoman Peek seconded. The following vote was recorded.

Ayes: 9 Davidson, Finn, Trutzel, Mayor Davis, VanWinkle, Clark, Peek, Savage, Lathrop
 Noes: 0
 Absent: 0

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

Andrea Cunningham, City Clerk

Mayor Jeff Davis

SECTION IV

B

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

COURT DATES: 8/7/19; 8/14/19; 8/21/19; 8/28/19



MUNICIPAL JUDGE **9/4/19**
DATE

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

CITY CLERK **DATE**



Payment Plan Reports - Collected

Belton Municipal Division
Wednesday, September 4, 2019 3:21 PM

Payment Detail Listing By Payment Plan Number From 08/01/2019 - 08/31/2019

PP#	Defendant Name	Trans. Date	Trans. Number	Receipt #	Citation#-Viol.	Amount Paid	C	A
PP0000380	SPITLER, LINDA LEE	08/21/2019	478965	R00053417	140789423-1	\$30.00 PY	✓	✓
PP0000380 Totals:						\$30.00		
PP0000523	HUGGINS, BRANDON LEE	08/14/2019	478644		121158145-1	\$15.00 AB	✓	
		08/14/2019	478646		121158145-1	\$15.00 AB	✓	
		08/14/2019	478648		121158145-1	\$4.50 AB	✓	
PP0000523 Totals:						\$34.50		
PP0000631	BROWN, ANGELICA J	08/12/2019	478441	R00053273	140792198-1	\$20.00 PY	✓	✓
PP0000631 Totals:						\$20.00		
PP0000654	CAIN, JAMISON MATTHEW	08/25/2019	479109	R00053460	101900190-1	\$100.00 PY	✓	✓
PP0000654 Totals:						\$100.00		
PP0000726	BRUNNER, JESSICA D	08/16/2019	478741	R00053353	140798876-1	\$20.00 PY	✓	✓
PP0000726 Totals:						\$20.00		
PP0000803	PFLANZ, CHARLES DONAVAN	08/02/2019	477765	R00053118	160757639-1 160757654-1	\$300.00 PY	✓	✓
PP0000803 Totals:						\$300.00		
PP0000826	JOHNSON, DUSTIN W	08/21/2019	478979	R00053424	140799159-1 140799160-1	\$100.00 PY	✓	✓
PP0000826 Totals:						\$100.00		
PP0000841	SUSKO, JESSICA ROSE	08/14/2019	478542	R00053317	140793929-1	\$24.00 PY	✓	✓
PP0000841 Totals:						\$24.00		
PP0000983	PERRY, JOHN ANTHONY	08/15/2019	478707		140801059-1	\$30.00 AB	✓	✓
PP0000983 Totals:						\$30.00		
PP0001083	MADGE, BRIA DESHAI	08/22/2019	478990	R00053427	140801126-1 140801127-1	\$100.00 PY	✓	✓
PP0001083 Totals:						\$100.00		
PP0001092	WALLS, DARRIELL LOUIS JR	08/07/2019	478108		140798313-1	\$15.00 AB	✓	✓
		08/25/2019	479103	R00053456	140798313-1	\$40.00 PY	✓	✓
PP0001092 Totals:						\$55.00		
PP0001127	BUTTERS, REVA WILLIAM JR	08/30/2019	479423	R00053571	140801560-1 140801559-1	\$435.00 PY	✓	
PP0001127 Totals:						\$435.00		
PP0001194	ARNOLD, AMANDA DAWN	08/10/2019	478335	R00053250	140802679-1 140802680-1	\$20.00 PY	✓	✓
PP0001194 Totals:						\$20.00		
PP0001204	MORRISON, JESSIE M	08/12/2019	478412	R00053259	121158143-1	\$20.00 PY	✓	✓
PP0001204 Totals:						\$20.00		
PP0001284	WESTBROOK, BENJAMIN JAMES	08/06/2019	477899	R00053158	140802804-1	\$20.00 PY	✓	✓
PP0001284 Totals:						\$20.00		
PP0001317	BASINSKI, TAYLOR MATTHEW	08/13/2019	478493	R00053296	140804344-1	\$20.00 PY	✓	✓
PP0001317 Totals:						\$20.00		
PP0001333	COLEMAN, JEREMIAH	08/02/2019	477762	R00053115	140804608-1	\$60.00 PY	✓	✓
PP0001333 Totals:						\$60.00		
PP0001363	LEWIS, DUANE ROBERT	08/27/2019	479204	R00053488	140804130-1 140804131-1 140804132-1	\$253.00 PY	✓	
PP0001363 Totals:						\$253.00		
PP0001400	TUCKER, GARY DON	08/07/2019	477950	R00053177	160753568-1 160753569-1	\$20.00 PY	✓	✓
PP0001400 Totals:						\$20.00		

* Indicates an overpayment was made on the Payment Plan

PP0001436	WARBINGTON, JOSEPH HENRY	08/01/2019	477718	R00053094	160759277-1	\$20.00	PY	✓	✓
		08/30/2019	479425	R00053573	160759277-1	\$20.00	PY	✓	✓
					160758475-1				
PP0001436 Totals:						\$40.00			
PP0001457	CORBIN, SHYANNE C	08/16/2019	478750	R00053358	160753150-1	\$10.00	PY	✓	✓
PP0001457 Totals:						\$10.00			
PP0001515	MEDINA, SCOTT	08/09/2019	478300	R00053233	140804835-1	\$15.00	PY	✓	✓
PP0001515 Totals:						\$15.00			
PP0001533	MCMURDO, JESSE AARON	08/21/2019	478966	R00053418	140802169-1	\$135.00	PY	✓	
PP0001533 Totals:						\$135.00			
PP0001646	BIRMINGHAM, CHRISTIANA LYNN	08/08/2019	478216		140801242-1	\$6.00	AB	✓	
PP0001646 Totals:						\$6.00			
PP0001751	MEDINA, STELLA MARIE	08/09/2019	478299	R00053232	160755120-1	\$10.00	PY	✓	✓
PP0001751 Totals:						\$10.00			
PP0001757	DEWOLF, ERIC EDWARD	08/08/2019	478223		140801828-1	\$15.00	AB	✓	✓
PP0001757 Totals:						\$15.00			
PP0001808	SMOKE, KENDALL	08/16/2019	478742	R00053354	160754816-1	\$50.00	PY	✓	✓
PP0001808 Totals:						\$50.00			
PP0001840	TURNER, RESA LARAE	08/14/2019	478618		160752980-1	\$15.00	AB	✓	✓
		08/14/2019	478619		160752980-1	\$15.00	AB	✓	✓
PP0001840 Totals:						\$30.00			
PP0001896	SMITH, KORNELE LEVI	08/12/2019	478415	R00053261	160755369-1	\$50.00	PY	✓	✓
					160754871-1				
PP0001896 Totals:						\$50.00			
PP0001901	GRAY, PATRICIA V	08/28/2019	479277	R00053520	121154125-1	\$60.00	PY	✓	✓
					160757633-1				
PP0001901 Totals:						\$60.00			
PP0001980	BERRY, LEIGHANN KATHRYN	08/15/2019	478656	R00053338	160757625-1	\$30.00	PY	✓	✓
PP0001980 Totals:						\$30.00			
PP0001983	RINKER, BRIAN JOSEPH	08/15/2019	478704		140804024-1	\$100.00	AB		
PP0001983 Totals:						\$100.00			
PP0002062	CROSSLEY, DAKOTA BRADLY	08/09/2019	478261	R00053225	160755015-1	\$20.00	PY	✓	✓
PP0002062 Totals:						\$20.00			
PP0002136	BREECE, TRACY LYNN	08/05/2019	477880	R00053148	160757665-1	\$20.00	PY	✓	✓
PP0002136 Totals:						\$20.00			
PP0002196	CARROLL, KEITH CLYDE	08/14/2019	478591		160752257-1	\$15.00	AB		
		08/24/2019	479100	R00053453	160752257-1	\$111.00	PY	✓	
PP0002196 Totals:						\$126.00			
PP0002222	MCCLUSKEY, JUSTIN RYAN	08/21/2019	478961	R00053414	160763719-1	\$25.00	PY	✓	✓
PP0002222 Totals:						\$25.00			
PP0002237	BREITWEISER, ANGELIC MARIA	08/07/2019	478015	R00053198	160755024-1	\$20.00	PY	✓	✓
PP0002237 Totals:						\$20.00			
PP0002262	RADFORD, LARRY D	08/09/2019	478303	R00053236	160756729-1	\$160.00	PY		
					160756728-1				
		08/14/2019	478642		160756729-1	\$15.00	AB		
		08/14/2019	478643		160756729-1	\$15.00	AB		
PP0002262 Totals:						\$190.00			
PP0002308	MCNEIGHT, MICHAEL JEAN	08/27/2019	479173	R00053486	160756055-1	\$25.00	PY	✓	✓
		08/29/2019	479370	R00053539	160756055-1	\$25.00	PY	✓	✓
PP0002308 Totals:						\$50.00			
PP0002389	WOLF, ROBERT S	08/18/2019	478775	R00053365	140803494-1	\$33.00	PY	✓	
PP0002389 Totals:						\$33.00			
PP0002428	ENGLAND, JEREMIAH	08/30/2019	479426	R00053574	160752595-1	\$42.00	PY	✓	✓
PP0002428 Totals:						\$42.00			
PP0002446	UNDERWOOD, GEORGE EDWARD	08/05/2019	477866	R00053134	160764653-1	\$10.00	PY	✓	✓
PP0002446 Totals:						\$10.00			

* Indicates an overpayment was made on the Payment Plan

PP0002488	HARBOUR, SYLVESTER JR JR	08/16/2019	478736	R00053349	160761459-1	\$20.00 PY ✓ ✓
PP0002488 Totals:						\$20.00
PP0002513	JOHNSON, HALLIE LEIGH	08/16/2019	478758	R00053359	140803024-1	\$20.00 PY ✓ ✓
		08/26/2019	479150	R00053467	140803024-1	\$20.00 PY ✓ ✓
PP0002513 Totals:						\$40.00
PP0002542	WOOD, AUSTIN EUGENE	08/26/2019	479161	R00053478	140803775-1	\$100.00 PY ✓ ✓
PP0002542 Totals:						\$100.00
PP0002636	BECKETT, LEXEE MARIE	08/21/2019	478941	R00053412	160765509-1	\$20.00 PY ✓ ✓
PP0002636 Totals:						\$20.00
PP0002700	BESHORE, JENICE M	08/01/2019	477685	R00053080	160760412-1	\$15.00 PY ✓ ✓
PP0002700 Totals:						\$15.00
PP0002704	SHAW, STEPHEN LEONARD JR	08/20/2019	478871	R00053391	160759810-1	\$100.00 PY ✓
PP0002704 Totals:						\$100.00
PP0002720	VAUGHN, DESIREE A	08/26/2019	479159	R00053476	160759360-1 160759361-1	\$139.00 PY ✓
PP0002720 Totals:						\$139.00
PP0002747	ELLISON, TAMMY JEANNE	08/16/2019	478712	R00053343	160764613-1 160762929-1	\$50.00 PY ✓ ✓
PP0002747 Totals:						\$50.00
PP0002758	STATELER, JASON RYAN	08/15/2019	478703		140795384-1	\$30.00 AB ✓ ✓
PP0002758 Totals:						\$30.00
PP0002783	DECKER, WILLIAM ALBERT	08/01/2019	477686	R00053081	170000001-1	\$50.00 PY ✓ ✓
PP0002783 Totals:						\$50.00
PP0002786	KINCAID, SEBASTIAN ALON	08/14/2019	478597	R00053329	160762298-1	\$2.00 PY ✓ ✓
PP0002786 Totals:						\$2.00
PP0002802	KIHN, LINDA ANN	08/21/2019	478931	R00053403	160765960-1	\$30.00 PY ✓ ✓
PP0002802 Totals:						\$30.00
PP0002808	SIMS, PATRICIA L	08/04/2019	477777	R00053121	160761565-1	\$20.00 PY ✓ ✓
PP0002808 Totals:						\$20.00
PP0002819	MURPHY, THURSTON RONALD RAYMOND	08/21/2019	478939	R00053411	160764302-1	\$20.00 PY ✓ ✓
PP0002819 Totals:						\$20.00
PP0002827	GAUSE-FISHBACK, JALEN ANTHONY	08/28/2019	479252	R00053503	160758283-1	\$40.00 PY ✓ ✓
PP0002827 Totals:						\$40.00
PP0002836	HILL, DEMETRIUS SHYTAUN	08/01/2019	477689	R00053082	160755955-1	\$75.00 PY ✓ ✓
PP0002836 Totals:						\$75.00
PP0002846	LASH, TARA MARIE	08/04/2019	477778	R00053122	160765891-1	\$40.00 PY ✓ ✓
PP0002846 Totals:						\$40.00
PP0002852	BENOIT, SARAH LILLIAN	08/09/2019	478331	R00053247	160765782-1	\$20.00 PY ✓ ✓
		08/24/2019	479101	R00053454	160765782-1	\$20.00 PY ✓ ✓
PP0002852 Totals:						\$40.00
PP0002859	OSBORNE, NATHANIEL WALKER	08/07/2019	478079	R00053209	160765838-1 160765839-1	\$60.00 PY ✓ ✓
PP0002859 Totals:						\$60.00
PP0002877	MARTIN, GEORGE WILLIAM	08/19/2019	478834	R00053367	160760453-1	\$60.00 PY ✓ ✓
PP0002877 Totals:						\$60.00
PP0002889	AGU, GABRIEL T	08/07/2019	478117		160756772-1	\$15.00 AB
		08/07/2019	478118		160756773-1	\$15.00 AB
		08/07/2019	478119		160756774-1	\$15.00 AB
		08/07/2019	478120		160756775-1	\$15.00 AB
PP0002889 Totals:						\$60.00
PP0002890	SIBLEY, TREY EUGENE	08/13/2019	478471	R00053287	160760450-1	\$20.00 PY ✓ ✓
PP0002890 Totals:						\$20.00
PP0002902	PARROTT, BRIAN DALE	08/05/2019	477887	R00053151	160765760-1 160765761-1	\$75.00 PY ✓ ✓
PP0002902 Totals:						\$75.00
PP0002917	RIDDLE, JEREMY SCOTT	08/05/2019	477860	R00053128	160764389-1	\$50.00 PY ✓ ✓

* Indicates an overpayment was made on the Payment Plan

PP0002917	RIDDLE, JEREMY SCOTT	08/30/2019	479419	R00053568	160764389-1	\$50.00 PY ✓ ✓
PP0002917 Totals:						\$100.00
PP0002926	BUTLER, MYKALIA C	08/30/2019	479403	R00053555	160766130-1	\$35.00 PY ✓ ✓
PP0002926 Totals:						\$35.00
PP0002928	REITZ, WYLIE JAY	08/24/2019	479099	R00053452	160766278-1	\$10.00 PY ✓
PP0002928 Totals:						\$10.00
PP0002945	MUTURI, TWILA SHEVENE	08/01/2019	477721	R00053097	160764318-1	\$20.00 PY ✓ ✓
PP0002945 Totals:						\$20.00
PP0002946	TRAGESER, MEGHAN ASHLEIGH	08/05/2019	477883	R00053150	160761892-1	\$125.00 PY ✓
PP0002946 Totals:						\$125.00
PP0002947	LARNED, BRIAN SCOTT	08/08/2019	478125	R00053219	160766502-1	\$50.00 PY ✓ ✓
PP0002947 Totals:						\$50.00
PP0002952	SAUCIER, AMANDA MARIE	08/08/2019	478124	R00053218	160766472-1	\$25.00 PY ✓ ✓
PP0002952 Totals:						\$25.00
PP0002978	COFFIN, ALEXANDER MAPUSUA FAITAU JR	08/12/2019	478417	R00053263	160764537-1	\$20.00 PY ✓ ✓
PP0002978 Totals:						\$20.00
PP0003004	MYERS, ROBERT JOSEPH	08/03/2019	477773	R00053119	160763814-1	\$73.00 PY ✓ ✓
PP0003004 Totals:						\$73.00
PP0003014	ENGLAND, JENNIFER LYNN	08/15/2019	478700	R00053339	160766473-1	\$25.00 PY ✓ ✓
PP0003014 Totals:						\$25.00
PP0003024	SEXTON, VINCENT E	08/21/2019	478933	R00053405	160756324-1	\$20.00 PY ✓ ✓
PP0003024 Totals:						\$20.00
PP0003028	WORLEY, HALI NOEL	08/14/2019	478495	R00053298	160768453-1	\$15.00 PY ✓ ✓
		08/27/2019	479222	R00053498	160768453-1	\$10.00 PY ✓ ✓
PP0003028 Totals:						\$25.00
PP0003030	JOHNSON, JAMES NEIL	08/05/2019	477858	R00053126	160764668-1	\$50.00 PY ✓ ✓
PP0003030 Totals:						\$50.00
PP0003038	TORRENCE, GENEVA PEARL	08/02/2019	477744	R00053101	160766723-1	\$48.00 PY ✓
PP0003038 Totals:						\$48.00
PP0003048	BARBER, JEFFREY M	08/05/2019	477873	R00053141	160764564-1	\$20.00 PY ✓ ✓
PP0003048 Totals:						\$20.00
PP0003063	GONZALES, JOB BLITZ	08/10/2019	478332	R00053248	160766914-1	\$33.00 PY ✓
PP0003063 Totals:						\$33.00
PP0003090	ERHARD, CHRISTIAN MICHAEL	08/26/2019	479148	R00053465	160766396-1	\$25.00 PY ✓ ✓
PP0003090 Totals:						\$25.00
PP0003096	LAMOTHE, NORMAN R JR	08/02/2019	477756	R00053113	160763061-1	\$25.00 PY ✓ ✓
PP0003096 Totals:						\$25.00
PP0003101	MCKINZY, CRISSA JONNE'	08/21/2019	478938	R00053410	160763906-1 160763907-1	\$25.00 PY ✓ ✓
PP0003101 Totals:						\$25.00
PP0003113	DAVIS, HANS G.L.	08/21/2019	478924	R00053401	160765010-1	\$25.00 PY ✓ ✓
PP0003113 Totals:						\$25.00
PP0003118	SMITH, JONATHAN MICHAEL	08/28/2019	479251	R00053502	160763132-1	\$20.00 PY ✓ ✓
PP0003118 Totals:						\$20.00
PP0003128	OWENS, THOMAS RAYMOND	08/02/2019	477763	R00053116	160767180-1	\$50.00 PY
PP0003128 Totals:						\$50.00
PP0003137	UNDERWOOD, CHARLES RAYMOND	08/05/2019	477867	R00053135	160766375-1	\$20.00 PY ✓ ✓
PP0003137 Totals:						\$20.00
PP0003140	BROWN, WALTER E JR	08/30/2019	479424	R00053572	160767155-1 160767156-1	\$60.00 PY ✓ ✓
PP0003140 Totals:						\$60.00
PP0003145	ERTER, JEFFERY LEE 2ND	08/20/2019	478878	R00053395	160766393-1	\$25.00 PY ✓ ✓
PP0003145 Totals:						\$25.00
PP0003152	GUTH, JESICA LYNNE	08/19/2019	478845	R00053376	160767942-1	\$75.00 PY ✓ ✓

* Indicates an overpayment was made on the Payment Plan

PP0003152	GUTH, JESICA LYNNE	08/30/2019	479417	R00053566	160767942-1	\$75.00 PY ✓ ✓
PP0003152 Totals:						\$150.00
PP0003153	MARTINEZ, ADAM J	08/19/2019	478839	R00053370	160767380-1	\$15.00 PY ✓ ✓
		08/20/2019	478879	R00053396	160767380-1	\$35.00 PY ✓ ✓
PP0003153 Totals:						\$50.00
PP0003158	WARE, LARA JANE	08/20/2019	478870	R00053390	160768357-1	\$75.00 PY ✓
PP0003158 Totals:						\$75.00
PP0003164	MOSELEY, RICHARD W	08/28/2019	479255	R00053504	160766720-1	\$50.00 PY ✓ ✓
PP0003164 Totals:						\$50.00
PP0003165	HARMON, CHARLY J	08/16/2019	478744	R00053356	160767330-1	\$25.00 PY ✓ ✓
PP0003165 Totals:						\$25.00
PP0003171	JELLISON, ABIGAIL ANN	08/27/2019	479221	R00053497	160767946-1	\$30.00 PY ✓ ✓
PP0003171 Totals:						\$30.00
PP0003172	MAENHOUDT, MICHELLE RENA	08/05/2019	477868	R00053136	160764587-1	\$25.00 PY ✓ ✓
		08/19/2019	478864	R00053386	160764587-1	\$25.00 PY ✓ ✓
PP0003172 Totals:						\$50.00
PP0003174	BIGGERSTAFF, JANICE G	08/01/2019	477715	R00053091	160768208-1	\$100.00 PY ✓ ✓
		08/30/2019	479416	R00053565	160768208-1	\$100.00 PY ✓ ✓
PP0003174 Totals:						\$200.00
PP0003176	KURTZ, KELLY CHRISTINE	08/29/2019	479371	R00053541	160763931-1	\$50.00 PY ✓
PP0003176 Totals:						\$50.00
PP0003180	FISHER, ROBERT ORLANDO	08/28/2019	479295	R00053528	160766518-1	\$50.00 PY ✓ ✓
PP0003180 Totals:						\$50.00
PP0003181	SMITH, TROY ELDON	08/02/2019	477751	R00053108	160764514-1 160768022-1	\$150.00 PY ✓ ✓
PP0003181 Totals:						\$150.00
PP0003184	SELLARS, PERRY SHANE	08/08/2019	478165	R00053220	160759763-1	\$40.00 PY ✓ ✓
PP0003184 Totals:						\$40.00
PP0003186	DAY, JULIANN	08/31/2019	479428	R00053576	160767623-1	\$23.00 PY ✓
PP0003186 Totals:						\$23.00
PP0003187	CUNNINGHAM, GUNNAR R	08/09/2019	478310	R00053240	160767350-1	\$20.00 PY ✓ ✓
PP0003187 Totals:						\$20.00
PP0003189	MARTIN, APRIL FAITH	08/12/2019	478407	R00053254	160767579-1	\$45.00 PY ✓
PP0003189 Totals:						\$45.00
PP0003190	MORRIS, JACOB A	08/13/2019	478494	R00053297	160767626-1	\$63.50 PY ✓
PP0003190 Totals:						\$63.50
PP0003196	ARANGO-GOMEZ, FRANCISCO J	08/26/2019	479165	R00053482	160768513-1	\$116.00 PY ✓
PP0003196 Totals:						\$116.00
PP0003205	GREGORY, CYNTHIA RENEE	08/05/2019	477881	R00053149	160768472-1	\$60.00 PY ✓ ✓
PP0003205 Totals:						\$60.00
PP0003206	SYDNEY, NANCY LEIGH	08/05/2019	477863	R00053131	160767848-1	\$15.00 PY ✓ ✓
		08/27/2019	479209	R00053490	160767848-1	\$15.00 PY ✓ ✓
PP0003206 Totals:						\$30.00
PP0003209	LASH, JEFFERY D E	08/04/2019	477779	R00053123	160767388-1	\$40.00 PY ✓ ✓
PP0003209 Totals:						\$40.00
PP0003210	WILLIAMS, ALEE'HA SIMONE	08/28/2019	479307	R00053530	140804252-1	\$20.00 PY ✓ ✓
PP0003210 Totals:						\$20.00
PP0003211	GILLUM, TRILBY MAE	08/05/2019	477861	R00053129	160768151-1	\$31.00 PY ✓
		08/29/2019	479365	R00053536	160768151-1	\$30.00 PY ✓
PP0003211 Totals:						\$61.00
PP0003213	EKUKINAM, BIANCA LACHANN	08/06/2019	477923	R00053166	160767295-1	\$62.00 PY ✓ ✓
PP0003213 Totals:						\$62.00
PP0003215	JOHNSON, LENISE L	08/13/2019	478485	R00053290	160756839-1	\$40.00 PY ✓ ✓
PP0003215 Totals:						\$40.00
PP0003216	SHOEMAKER, CHANCE LEETON	08/14/2019	478611	R00053333	160767839-1	\$60.00 PY ✓ ✓
PP0003216 Totals:						\$60.00

* Indicates an overpayment was made on the Payment Plan

PP0003218	REDBEAR, TYSON CHRISTOPHER	08/23/2019	479052	R00053430	160767957-1 100707958-1	\$54.50 PY ✓
PP0003218 Totals:						\$54.50
PP0003219	PIERSON, SARAH R	08/01/2019	477701	R00053084	160765019-1	\$30.00 PY ✓ ✓
		08/30/2019	479378	R00053546	160765019-1	\$30.00 PY ✓ ✓
PP0003219 Totals:						\$60.00
PP0003231	HOWARD, HALEY LEAH	08/23/2019	479078	R00053440	160768363-1	\$30.00 PY ✓ ✓
PP0003231 Totals:						\$30.00
PP0003236	MCADAMS, DENNIS RAY	08/20/2019	478880	R00053397	190282917-1	\$100.00 PY ✓ ✓
PP0003236 Totals:						\$100.00
PP0003239	TURNER, BRANDON COLE	08/20/2019	478875	R00053394	160766979-1	\$50.00 PY ✓ ✓
PP0003239 Totals:						\$50.00
PP0003240	AULT, JILL MARIE	08/27/2019	479224	R00053500	190282626-1	\$20.00 PY ✓ ✓
PP0003240 Totals:						\$20.00
PP0003241	ASHLOCK, HAROLD E	08/27/2019	479218	R00053494	160768059-1	\$20.00 PY ✓ ✓
PP0003241 Totals:						\$20.00
PP0003242	COX, JOHNATHAN RYAN	08/05/2019	477892	R00053152	160765409-1	\$50.00 PY ✓ ✓
PP0003242 Totals:						\$50.00
PP0003243	PLUMB, ANGELA LYNNE	08/26/2019	479149	R00053466	160768174-1	\$25.00 PY ✓ ✓
PP0003243 Totals:						\$25.00
PP0003244	SEIBERT, JOSHUA	08/07/2019	477972	R00053186	160763920-1 190282422-1	\$226.00 PY ✓
PP0003244 Totals:						\$226.00
PP0003245	SMITH, JULIE RAYE	08/13/2019	478472	R00053288	190282500-1	\$50.00 PY ✓ ✓
		08/27/2019	479208	R00053489	190282500-1	\$50.00 PY ✓ ✓
PP0003245 Totals:						\$100.00
PP0003247	BAKER, JAMALL LEENO	08/07/2019	477961	R00053185	190282545-1	\$50.00 PY ✓
PP0003247 Totals:						\$50.00
PP0003251	HOWARD, JENNIFER LEA	08/30/2019	479380	R00053548	160767399-1	\$150.00 PY ✓
PP0003251 Totals:						\$150.00
PP0003252	RICHARDSON, JACOB M	08/01/2019	477717	R00053093	190282628-1	\$20.00 PY ✓ ✓
PP0003252 Totals:						\$20.00
PP0003253	YATES, KIMBERLY ANN	08/27/2019	479220	R00053496	160768251-1	\$50.00 PY ✓
PP0003253 Totals:						\$50.00
PP0003254	TABUAS, DALTON J	08/13/2019	478487	R00053292	160765394-1	\$20.00 PY ✓ ✓
PP0003254 Totals:						\$20.00
PP0003257	BERYMON, LATANYA RENA	08/23/2019	479080	R00053442	190282488-1	\$25.00 PY ✓ ✓
PP0003257 Totals:						\$25.00
PP0003260	SPEARS, SHANE J	08/27/2019	479219	R00053495	160756710-1 160756057-1	\$100.00 PY ✓
PP0003260 Totals:						\$100.00
PP0003261	SUTTON, DAVID L	08/14/2019	478547	R00053320	160766710-1	\$25.00 PY ✓ ✓
PP0003261 Totals:						\$25.00
PP0003263	BIRD, RICHARD W	08/09/2019	478312	R00053241	160768481-1	\$123.00 PY ✓
PP0003263 Totals:						\$123.00
PP0003264	NEWSOME, TIFFANY R	08/21/2019	478950	R00053413	160768037-1	\$20.00 PY ✓ ✓
PP0003264 Totals:						\$20.00
PP0003269	MARTINEZ-JUAN, EDUARDO	08/09/2019	478304	R00053237	160765438-1	\$125.00 PY ✓
PP0003269 Totals:						\$125.00
PP0003270	PLANAS, DORIS NMN	08/18/2019	478771	R00053364	160767600-1	\$72.50 PY ✓ ✓
PP0003270 Totals:						\$72.50
PP0003273	PETERSON, WILLIAM D	08/09/2019	478314	R00053243	160767607-1	\$40.00 PY ✓ ✓
PP0003273 Totals:						\$40.00
PP0003275	TRAGESER, CHAD NATHAN	08/30/2019	479412	R00053561	190282550-1	\$100.00 PY ✓ ✓
PP0003275 Totals:						\$100.00

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PP0003277	BREIG, LEA BETH	08/26/2019	479171	R00053484	190282872-1	\$50.00 PY ✓ ✓
PP0003277 Totals:						\$50.00
PP0003278	GABRIEL, AMBER JAQUELEEN	08/16/2019	478743	R00053355	160768271-1	\$40.00 PY ✓ ✓
PP0003278 Totals:						\$40.00
PP0003279	GREEN, ANGELA MARIE	08/29/2019	479351	R00053534	160765552-1	\$50.00 PY ✓ ✓
PP0003279 Totals:						\$50.00
PP0003283	FOULK, TRISTA ANITA	08/21/2019	478964	R00053416	190282194-1	\$30.00 PY ✓ ✓
PP0003283 Totals:						\$30.00
PP0003284	TRAINER, SAMUEL JAMES	08/14/2019	478563	R00053323	190282180-1	\$29.50 PY ✓
PP0003284 Totals:						\$29.50
PP0003286	FULLER, JERRAT JAMES	08/04/2019	477774	R00053120	190283738-1	\$20.00 PY ✓ ✓
PP0003286 Totals:						\$20.00
PP0003287	MCCLAIN, JAMES LAWRENCE	08/07/2019	477956	R00053182	160759867-1	\$20.00 PY ✓ ✓
PP0003287 Totals:						\$20.00
PP0003292	BEHRMAN, TERESA K	08/02/2019	477752	R00053109	160768170-1	\$50.00 PY ✓ ✓
PP0003292 Totals:						\$50.00
PP0003293	JONES, SARAH ELIZABETH	08/02/2019	477764	R00053117	160761971-1	\$50.00 PY ✓ ✓
		08/23/2019	479070	R00053432	160761971-1	\$50.00 PY ✓ ✓
PP0003293 Totals:						\$100.00
PP0003295	MYNATT, GEORGE DAVID	08/20/2019	478914	R00053400	190283817-1	\$100.00 PY ✓ ✓
PP0003295 Totals:						\$100.00
PP0003297	NAY, SHANE LUCAS	08/16/2019	478710	R00053341	190282848-1	\$100.00 PY ✓ ✓
PP0003297 Totals:						\$100.00
PP0003302	STEWART, LISA JOANNE	08/29/2019	479369	R00053540	160768104-1	\$20.00 PY ✓ ✓
PP0003302 Totals:						\$20.00
PP0003305	HARRISON, ALLISON MARIE	08/07/2019	478008	R00053196	160762971-1	\$100.00 PY ✓
PP0003305 Totals:						\$100.00
PP0003306	LING, KAYLA ERIN	08/07/2019	478010	R00053197	190282705-1	\$50.00 PY ✓ ✓
PP0003306 Totals:						\$50.00
PP0003312	LUNDEMO, ANDREW J	08/20/2019	478912	R00053398	190283024-1	\$50.00 PY ✓
PP0003312 Totals:						\$50.00
PP0003313	GREEN, TREYVON S	08/16/2019	478765	R00053361	190282934-1	\$100.00 PY ✓ ✓
		08/31/2019	479427	R00053575	190282933-1	\$100.00 PY ✓ ✓
					190282934-1	
PP0003313 Totals:						\$200.00
PP0003314	WEBB, BRETT D	08/07/2019	478080	R00053210	190282559-1	\$2.00 PY ✓ ✓
		08/09/2019	478260	R00053224	190282559-1	\$25.00 PY ✓ ✓
PP0003314 Totals:						\$27.00
PP0003318	PENNINGTON, M K	08/16/2019	478745	R00053357	190283250-1	\$225.00 PY ✓
PP0003318 Totals:						\$225.00
PP0003319	GOODELL, LASZLO DALE SR	08/16/2019	478737	R00053350	190282564-1	\$25.00 PY ✓ ✓
		08/26/2019	479155	R00053472	190282564-1	\$25.00 PY ✓ ✓
PP0003319 Totals:						\$50.00
PP0003322	OLDHAM, RAYMOND MATTHEW	08/09/2019	478322	R00053244	160761658-1	\$235.00 PY ✓
PP0003322 Totals:						\$235.00
PP0003324	BREWER, MARY FRANCES	08/07/2019	478106	R00053214	190283041-1	\$35.00 PY ✓ ✓
PP0003324 Totals:						\$35.00
PP0003325	HILL, AARON MONTEL	08/26/2019	479158	R00053475	190282464-1	\$40.00 PY ✓ ✓
PP0003325 Totals:						\$40.00
PP0003326	PEARSON, RAENA L	08/28/2019	479256	R00053505	160763511-1	\$50.00 PY ✓ ✓
PP0003326 Totals:						\$50.00
PP0003328	COLMER, WILLIAM ROBERT	08/17/2019	478770	R00053363	160768068-1	\$50.00 PY ✓ ✓
		08/25/2019	479108	R00053459	160768068-1	\$50.00 PY ✓ ✓
PP0003328 Totals:						\$100.00
PP0003332	PATTISON, MICAH SHANE	08/28/2019	479276	R00053519	160763927-1	\$20.00 PY ✓ ✓
PP0003332 Totals:						\$20.00

* Indicates an overpayment was made on the Payment Plan

PP0003335	WENDEL, JASON EUGENE	08/14/2019	478595	R00053328	190283115-1	\$100.00 PY ✓ ✓
PP0003335 Totals:						\$100.00
PP0003337	SEURA, DAVID	08/19/2019	478837	R00053368	190282210-1	\$25.00 PY ✓ ✓
PP0003337 Totals:						\$25.00
PP0003338	BLACKSHER, SANDRA JUNE	08/14/2019	478599	R00053330	160765451-1	\$20.00 PY ✓ ✓
PP0003338 Totals:						\$20.00
PP0003339	WILLIAMS, MARK ANDREW JR	08/14/2019	478609	R00053332	190283556-1	\$50.00 PY ✓ ✓
PP0003339 Totals:						\$50.00
PP0003341	ALLEN, PAUL GRANT	08/19/2019	478866	R00053387	160767064-1 160767067-1	\$122.50 PY ✓ ✓
PP0003341 Totals:						\$122.50
PP0003344	WRIGHT, NICOLE NICHELLE	08/14/2019	478649		160768396-1	\$20.00 AB ✓ ✓
PP0003344 Totals:						\$20.00
PP0003347	SIMPSON, KIMBERLEY ALANE	08/22/2019	478984		160767710-1	\$15.00 AB ✓ ✓
		08/22/2019	478985		160767712-1	\$1.00 AB ✓ ✓
PP0003347 Totals:						\$16.00
PP0003357	BIONDO, TIMOTHY SHAWN	08/28/2019	479329	R00053532	190282750-1	\$35.00 PY ✓ ✓
PP0003357 Totals:						\$35.00

Report Totals

\$10,205.00

* Indicates an overpayment was made on the Payment Plan



My Filed Or Closed Cases Listing

Belton Municipal Division

9/4/2019 4:56:05 PM

Totals For Filed Date From 08/01/2019 To 08/31/2019

Posted Fee Totals For Posted Date From 08/01/2019 To 08/31/2019

Violations By Filed Date

City Ordinance	141
IPMC CODE	9
MOVING TRAFFIC	267
Parking	4
Traffic	145
UNIFIED DEVELOPMENT CODE	2
Total Violations Filed:	568

Violations Completed-Paid Fines By Filed Date

CL-CLOSED FOUND GUILTY

City Ordinance	2
MOVING TRAFFIC	66
Parking	1
Traffic	57
CL	126

PDFN-PROSECUTION DECLINED NOT FILED

City Ordinance	2
PDFN	2
Total Violations Completed-Paid Fines:	128

Violations Completed-Before Judge By Filed Date

CL-CLOSED FOUND GUILTY

City Ordinance	80
IPMC CODE	1
MOVING TRAFFIC	82
Parking	1

20



My Filed Or Closed Cases Listing

Belton Municipal Division

9/4/2019 4:56:05 PM

Totals For Filed Date From 08/01/2019 To 08/31/2019

Posted Fee Totals For Posted Date From 08/01/2019 To 08/31/2019

Violations Completed-Before Judge By Filed Date

Traffic 98

CL 262

DC-Dismissed by Complainant

City Ordinance 3

DC 3

DI-CLOSED BY SIS

MOVING TRAFFIC 3

DI 3

DP-Dismissed by Prosecutor

City Ordinance 25

IPMC CODE 1

MOVING TRAFFIC 16

Traffic 2

DP 44

DW-DISMISSED NO WITNESS

City Ordinance 3

MOVING TRAFFIC 1

DW 4

DX-FOUND NOT GUILTY AT TRIAL

City Ordinance 2

IPMC CODE 1

MOVING TRAFFIC 19

21



My Filed Or Closed Cases Listing

Belton Municipal Division

9/4/2019 4:56:05 PM

Totals For Filed Date From 08/01/2019 To 08/31/2019

Posted Fee Totals For Posted Date From 08/01/2019 To 08/31/2019

Violations Completed-Before Judge By Filed Date

Traffic	4	
DX		26
Total Violations Completed-Before Judge:		342

Violations Completed-Other By Filed Date

D\$-DISMISSED SC PP RECALCULATED/PAID

City Ordinance	6	
D\$		6

DO-DISMISSED BY OFFICER

City Ordinance	1	
UNIFIED DEVELOPMENT CODE	1	
DO		2

DS-DISMISSED STATE CHARGES

City Ordinance	1	
MOVING TRAFFIC	3	
DS		4

VD-Voided Docket

City Ordinance	2	
VD		2

Total Violations Completed-Paid Fines: 14

22



My Filed Or Closed Cases Listing

Belton Municipal Division

9/4/2019 4:56:05 PM

Totals For Filed Date From 08/01/2019 To 08/31/2019

Posted Fee Totals For Posted Date From 08/01/2019 To 08/31/2019

Total Violations Completed-Paid Fines:	128
Total Violations Completed-Before Judge:	342
Total Violations Completed-Before Jury:	0
Total Violations Completed-Before Teen Court:	0
Total Violations Completed-Other:	14
<hr/>	
Total Violations Completed:	484
Total Violations Filed:	568
<hr/>	
Net Difference Filed - Completed:	84

Warrants Issued

City Ordinance	232		
IPMC CODE	1		
MOVING TRAFFIC	155		
Parking	2		
Traffic	171		
UNIFIED DEVELOPMENT CODE	1		
Total Warrants Issued:	562	Total Violations:	562

Warrants Cleared

City Ordinance	194		
IPMC CODE	4		
MOVING TRAFFIC	121		
Parking	2		
Traffic	78		
Total Warrants Cleared:	399	Total Violations:	399

23



My Filed Or Closed Cases Listing

Belton Municipal Division

9/4/2019 4:56:05 PM

Totals For Filed Date From 08/01/2019 To 08/31/2019

Posted Fee Totals For Posted Date From 08/01/2019 To 08/31/2019

Total Warrants Issued:	562
Total Warrants Cleared:	399
Net Difference:	163

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

MOVING TRAFFIC	3	
AJ		3

CC-CONTEMPT OF COURT ISSUED

MOVING TRAFFIC	1	
Traffic	1	
CC		2

CD-Completion date for school(s)

City Ordinance	1	
MOVING TRAFFIC	5	
CD		6

CL-CLOSED FOUND GUILTY

MOVING TRAFFIC	1	
CL		1

CN-Continued Arraignment

City Ordinance	10	
MOVING TRAFFIC	3	
Traffic	6	
CN		19

24



My Filed Or Closed Cases Listing

Belton Municipal Division

9/4/2019 4:56:05 PM

Totals For Filed Date From 08/01/2019 To 08/31/2019

Posted Fee Totals For Posted Date From 08/01/2019 To 08/31/2019

Violations Completed-Other Paid By Filed Date

CS-Community Service Hours

City Ordinance	1	
CS		1

PP-Payment plan

City Ordinance	40	
MOVING TRAFFIC	51	
Traffic	28	
UNUSED	1	
PP		120

RS-RESTITUTION DUE

City Ordinance	1	
RS		1

WI-Warrant Issued

City Ordinance	23	
MOVING TRAFFIC	32	
Traffic	9	
WI		64

Total Violations Completed-Other Paid:	217	
---	------------	--

25



My Filed Or Closed Cases Listing

Belton Municipal Division

9/4/2019 4:56:05 PM

Posted Fee Totals For Posted Date From 08/01/2019 To 08/31/2019

Fee Code	Fee Description	Paid
BF (84)	BOND FORFEITURE	\$4,010.00
CC (76)	COURT COSTS	\$3,337.76
CN (CA)	COURT NOTIFICATION AUTOMATION	\$581.68
CVC2 (74)	CRIME VICTIMS CITY	\$111.74
CVS2 (CV)	CRIME VICTIMS STATE	\$2,334.16
DM (82)	DOMESTIC VIOLENCE	\$604.00
DWI (77)	DWI RECOVERY COST	\$600.00
FINE (76)	FINE	\$36,954.14
ILFC (83)	ILF- CITY	\$303.26
IS (IS)	INMATE SECURITY FUND	\$611.04
RST (RS)	RESTITUTION	\$300.00
SBF (84)	SURETY BOND FORFEITURE	\$700.00
SR (SR)	SHERIFF RETIREMENT	\$982.12
TFC (78)	TRAINING FUND CITY	\$600.74
TFS (81)	TRAINING FUND STATE	\$327.36

26

Report Totals: \$52,358.00

MUNICIPAL DIVISION SUMMARY REPORTING FORM

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

I. COURT INFORMATION		Contact information same as last report <input checked="" type="checkbox"/>	
Municipality:	Belton	Reporting Period: 8/2019	
Mailing Address:	7001 E. 163rd St. Belton 64012	Software Vendor: Tyler Technologies	
Physical Address:	7001 E. 163rd St. Belton 64012	County: CASS COUNTY	Circuit: 17
Telephone Number:	(816) 331-2798	Fax Number: (816) 348-4439	
Prepared by:	Laura Ellis	E-mail Address: beltoncourts@beltonmocourt.org	iNotes <input checked="" type="checkbox"/>
Municipal Judge(s)	CHARLES C. CURRY	Judge is Attorney <input type="checkbox"/>	Prosecuting Attorney: WILLIAM N. MARSHALL III
II. MONTHLY CASELOAD INFORMATION		Alcohol and Drug Related Traffic	Other Traffic
A. cases (citations / informations) pending at start of month		111	3,512
B. cases (citations / informations) filed		10	406
C. cases (citations / informations) disposed			
1. jury trial (Springfield, Jefferson County, and St. Louis County only)			
2. court / bench trial - GUILTY		0	7
3. court / bench trial - NOT GUILTY		0	28
4. plea of GUILTY in court		5	197
5. Violations Bureau Citations (i.e., written plea of guilty) and bond forfeitures by court order (as payment of fines / costs)		0	123
6. dismissed by court		0	1
7. <i>nolle prosequi</i>		1	20
8. certified for jury trial (not heard in the Municipal Division)		0	0
9. TOTAL CASE DISPOSITIONS		6	376
D. cases (citations / informations) pending at end of month [pending caseload = (A + B) – C9]		115	3,542
E. Trial de Novo and / or appeal applications filed		0	4
III. WARRANT INFORMATION (Pre and Post Disposition)		IV. PARKING TICKETS	
1. # issued during reporting period	562	# issued during period	0
2. # served/withdrawn during reporting period	399	<input checked="" type="checkbox"/> Court staff does not process parking tickets	
3. # outstanding at end of reporting period	3,519		

MUNICIPAL DIVISION SUMMARY REPORTING FORM

COURT INFORMATION	Municipality: Belton	Reporting Period: 8/2019
--------------------------	----------------------	--------------------------

V. DISBURSEMENTS			
Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)		Other Disbursements cont.	
Fines - Excess Revenue	\$24,086.80		
Clerk Fee - Excess Revenue	\$2,686.57		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$83.25		
Bond forfeitures (paid to city) - Excess Revenue	\$940.00		
Total Excess Revenue	\$27,796.62		
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)			
Fines - Other	\$13,449.02		
Clerk Fee - Other	\$954.45		
Judicial Education Fund (JEF) <input checked="" type="checkbox"/> Court does not retain funds for JEF	\$0.00		
Peace officer Standards and Training (POST) Commission surcharge	\$327.36		
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$2,334.16		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$28.49		
Law Enforcement Training (LET) Fund surcharge	\$600.74		
Domestic Violence Shelter surcharge	\$604.00		
Inmate Prisoner Detainee Security Fund surcharge	\$611.04		
Sheriffs' Retirement Fund (SRF) surcharge	\$982.12		
Restitution	\$300.00		
Parking ticket revenue (including penalties)	\$0.00		
Bond forfeitures (paid to city) - Other	\$3,770.00		
Total Revenue Other	\$23,961.38		
Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs, witness fees, and board bill/jail costs.		Total Other Disbursements	\$600.00
		Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$52,358.00
DWI RECOVERY COST	\$600.00	Bond Refunds	\$0.00
		Total Disbursements	\$52,358.00

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Municipal Division Summary Reporting

[← Select A Different Action](#)

17th Judicial Circuit - Cass County - Belton Municipal Division

79			Cass
17th			
MDSR	9	Cass	17th
Belton Municipal Division	79	new	new
0	<input type="button" value="Select"/>		

Show entries

Search:

Reporting Period Year

Reporting Period

Reporting Period Year	Reporting Period	Reporting Period
2019	August	Resubmit
2019	July	Resubmit
2019	June	Resubmit
2019	May	Resubmit
2019	April	Resubmit
2019	March	Resubmit
2019	February	Resubmit
2019	January	Resubmit
2018	December	Resubmit
2018	November	Resubmit

Showing 1 to 10 of 20 entries

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

Are you the Principal/Chief Judge?

SECTION IV

C

Mayo Auction

9/24/2019

1 desk and matching credenza @ city hall
1 wooden printer stand @ city hall
1 box of miscellaneous office supplies @ city hall
4 office chairs @ city hall annex

SECTION IV

D

FINANCIAL IMPACT

Contractor:	Celebrite, Inc.
Amount of Request/Contract:	\$3,700.00
Amount Budgeted:	\$ 3,700.00
Funding Source:	Programming 010-3800-400-3015
Additional Funds	
Funding Source	
Encumbered:	\$ \$63,110.01
Funds Remaining:	\$ 6,889.99

TIMELINE	Start: Due Sept 28, 2019	Finish: Due Sept 28, 2019
-----------------	--------------------------	---------------------------

OTHER INFORMATION/UNIQUE CHARACTERISTICS:

STAFF RECOMMENDATION: Approved

OTHER BOARDS & COMMISSIONS ASSIGNED:
 Date:
 Action:

Invoice from Celebrite, Inc.

Cellebrite Inc.

7 Campus Drive
 Suite 210
 Parsippany New Jersey 07054
 United States

**Cellebrite**

Digital intelligence
 for a safer world

Tel. +1 201 848 8552
 Fax. +1 201 848 9982
 Tax ID#: 22-3770059
 DUNS: 033095568
 CAGE: 4C9Q7
 Company Website: <http://www.cellebrite.com>

Quote

Quote# Q-103526-1
Date: Aug 29, 2019

Bill To
 Belton Police Department
 City of Bellon
 506 Main
 Belton, Missouri 64012
 United States
Contact: Norman Shriver
Phone: 8163315522

Ship To
 Belton Police Department

Contact: Norman Shriver
Phone: 8163315522

Customer ID	Good Through	Payment Terms	Currency	Sales Rep
SF-00044526	Sep 28, 2019	Net 30	USD	John Keenan

Product Code	Product Name	Qty	Start Date	End Date	Serial Number	Net Price/Unit	Net Price	Sales Tax %
A-SOW-07-023	UFED Touch Ultimate SW renewal	1	Sep 29, 2019	Sep 28, 2020	7202846, 1213123224	USD 3,700.00	USD 3,700.00	0.00
UFED Touch Ultimate SW renewal								

Component Name	Serial Number	Parent Code	Start Date	End Date
Physical Analyzer	7202846	A-SOW-07-023	Sep 29, 2019	Sep 28, 2020
Physical Extraction	7202846	A-SOW-07-023	Sep 29, 2019	Sep 28, 2020

SubTotal	USD 3,700.00
Shipping & Handling	USD 0.00
Sales Tax (0.00%)	USD 0.00
Total	USD 3,700.00

Comments:

For further information please email John Keenan at john.keenan@cellebrite.com or call 973.206.7631

Terms and conditions:

- Payment terms: Net 30; 1.5% per month interest on late payment
- Shipping: FCA, Parsippany, NJ, USA : Limited Warranty: Hardware: 12 Months; Software: 60 days; Touch Screen: 30 days
- 12 months software support included in initial purchase. The next support period purchased begins immediately at the end of the 12 months, i.e., no gaps in support period are allowed.

Cellebrite has two different terms of sale.

Any purchase of unlocking services are governed by

<http://legal.cellebrite.com/CB-us-us/index.html>.

Any other purchases of products or services, including training, are governed by

<http://legal.cellebrite.com/us/index.html>.

In addition to these terms, software is licensed by Cellebrite in accordance with an end user license agreement available at

<http://legal.cellebrite.com/End-User-License-Agreement.htm>.

In the event of any dispute as to which terms apply, Cellebrite shall have the right to reasonably determine which terms apply to a given purchase order.

Quote Number: Q-103526-1

Prepared by John Keenan.

Page 1 of 2

35

*SALES TAX DISCLAIMER: Cellebrite Inc. is required to collect Sales and Use Tax for purchases made from the following certain U.S. States. Orders are accepted with the understanding that such taxes and charges shall be added, as required by law. Where applicable, Cellebrite Inc. will charge sales tax unless you have a valid sales tax exemption certificate on file with Cellebrite Inc. Cellebrite Inc. will not refund tax amounts collected in the event a valid sales tax certificate is not provided. If you are exempt from sales tax, you must provide us with your sales tax exempt number and fax a copy of your sales tax exempt certificate to Cellebrite Inc.

Please include the following information on your PO for Cellebrite UFED purchase:

- Please include the ORIGINAL QUOTE NUMBER (For example - Q-XXXXX) on your PO
- CONTACT NAME & NUMBER of individual purchasing and bill to address
- E-MAIL ADDRESS of END USER for monthly software update as this is critical for future functionality

SECTION IV
E



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: September 24, 2019

DIVISION: Public Works/Transportation

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

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

ISSUE/RECOMMENDATION:

The Transportation Division has one backhoe that is used for daily and weekly operations and maintenance, including pipe and curb repair, material excavation, etc. This equipment is critical for daily and weekly work and reliability is crucial since a breakdown will impact production, especially during emergency operations.

The Transportation Division’s Case 590SM Backhoe was put into service in 2009 and is over 10 years old. This equipment continues to have mechanical failures with the hydraulics and power cylinder and has begun to rust. Per the Vehicle Equipment Replacement Program (VERP) criteria (age and continued mechanical limits), this equipment should be replaced and is a high priority for operations and maintenance.

Staff recommends purchase of a 2019 John Deere 410L Backhoe that is an approved line item in the Transportation budget for FY2020.

Bids were prepared using the Missouri Department of Transportation cooperative contract (MODOT Contract IFB605CO18002773). Each dealership’s base model and option packages were cross referenced with Murphy Tractor & Equipment, KCMO, best meeting the needs of the Transportation Division.

IMPACT/ANALYSIS:

FINANCIAL IMPACT

Contractor:	Murphy Tractor & Equipment	
Amount of Request/Contract:	\$	120,005.00
Amount Budgeted:	\$	130,000.00
Funding Source:	225-0000-495-7400 ST2004	
Additional Funds:	\$	n/a
Funding Source:	n/a	
Encumbered:	\$	n/a
Funds Remaining:	\$	9,995.00

STAFF RECOMMENDATION, ACTION, AND DATE:

Approve the purchase of a 2019 John Deere 410L Backhoe from Murphy Tractor & Equipment in Kansas City, MO for a total purchase price of \$120,005.00 and the disposal/sale of the current Case 590SM Backhoe through Mayo Auction in Belton, MO.

LIST OF REFERENCE DOCUMENTS ATTACHED:

- Murphy Tractor & Equipment Missouri State MODOT Contract No. IFB605CO18002773

Quote Id: 20342265

Prepared For:
CITY OF BELTON



Prepared By: **JIM LEVY**

Murphy Tractor & Equipment
8600 Ne Parvin Road
Kansas City, MO 64161-8300

Tel: 816-483-5000
Mobile Phone: 816-898-3739
Fax: 816-455-0592
Email: jlevy@murphytractor.com

Quote Id: 20342265

29 August 2019

CITY OF BELTON
1201 Street Barn Ln
Belton, MO 64012

Monte,

We are pleased to quote you (1) New 2019 John Deere 410L Backhoe Loader, priced per MODOT Contract IFB605CO18002773. Specified per City of Belton to include published and unpublished options.

Thanks,

JIM LEVY
816-483-5000
Murphy Tractor & Equipment

Quote Summary

Prepared For:
 CITY OF BELTON
 1201 Street Barn Ln
 Belton, MO 64012

Prepared By:
 JIM LEVY
 Murphy Tractor & Equipment
 8600 Ne Parvin Road
 Kansas City, MO 64161-8300
 Phone: 816-483-5000
 Mobile: 816-898-3739
 jlevy@murphytractor.com

Quote Id: 20342265
Created On: 29 August 2019
Last Modified On: 30 August 2019
Expiration Date: 31 October 2019

Equipment Summary	Qty	Extended
JOHN DEERE 410L BACKHOE LOADER	1	
John Deere Extended Warranty-60 Months / 5000 Full	1	
Equipment Total		\$ 120,005.00

Quote Summary	
Equipment Total	\$ 120,005.00
SubTotal	\$ 120,005.00
Total	\$ 120,005.00
Balance Due	\$ 120,005.00

Salesperson : X _____

Accepted By : X _____

Selling Equipment

Quote Id: 20342265

Customer: CITY OF BELTON

JOHN DEERE 410L BACKHOE LOADER

Hours:
Stock Number:

Description	Qty
410L BACKHOE LOADER	1

Standard Options - Per Unit

JDLink Ultimate 5 Year Subscription	1
John Deere PowerTech Plus 4.5L (276 Cu. In.) Engine Meets Final Tier 4 and Stage IV Emissions	1
Cab	1
English Decals with English Operator and Safety Manuals	1
Mechanical Front Wheel Drive (MFWD) with Limited Slip Differential	1
Galaxy 21L 24 in. 12 PR Rear & 12.5/80-18 10PR Front	1
Pilot Controls, Two Lever, with Pattern Selection	1
New Series Multi-Brand Quick Coupler	1
24" (610 mm) Wide, Heavy-Duty, 7.5 Cu. Ft. (0.21 Cu. M.) Capacity Bucket	1
Extendible Dipperstick	1
Auxiliary Hydraulic with One & Two Way Flow (Hammer & Thumb/Swinger)	1
Three-Function Loader Hydraulics, Single Lever	1
1.32 Cu. Yd. (1.0 Cu. M.), 92 in. (2.34 m) Wide, Multipurpose Bucket	1
1000 Lb. (454 kg) Front Counterweight	1
Dual Maintenance Free Batteries	1
Engine Coolant Heater	1
Ride Control	1
42 Inch Hydraulic Backhoe Thumb - 4 Tine	1
Strobe Light with Magnetic Mount	1
Radio, Bosch Basic Package	1
Seat, Cloth Air-Suspension	1

Dealer Attachments

Extendable Dipperstick Bolt-On	1
Protection Plate	

Selling Equipment

Quote Id: 20342265

Customer: CITY OF BELTON

Pivotable Beacon Bracket	1
Service Agreements	
John Deere Extended Warranty - 60 Months / 5000 Full	
Other Charges	
Freight	1
Setup	1
Followup	1
Local freight	1
Manuals	1
Fuel	1
Travel & mileage for warranty period	1
Install beacon & bracket	1

SECTION IV
F



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: September 24, 2019

DIVISION: Public Works/Transportation

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

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

ISSUE/RECOMMENDATION:

The Transportation Division has one Front-End Wheel Loader that is used for daily operations, including loading and unloading equipment and materials, clearing roads and brush, etc. This equipment is critical for daily work and reliability is crucial since a breakdown will impact production, especially during emergency operations.

The Transportation Division's Caterpillar 924GZ Front-End Wheel Loader was put into service in 2004 and is over 15 years old. Due to the age of this equipment, it continues to rust and have mechanical failures. The need to replace this Front-End Wheel Loader for daily operations and maintenance activities is a high priority.

Staff recommends purchase of a 2019 John Deere 524L Front-End Wheel Loader that is an approved line item in the Transportation budget for FY2020.

Bids were prepared using the Missouri Department of Transportation cooperative contract (MoDOT Contract IFB605CO18002773). Each dealership's base model and option packages were cross referenced with Murphy Tractor & Equipment, KCMO, best meeting the needs of the Transportation Division.

IMPACT/ANALYSIS:

FINANCIAL IMPACT

Contractor:	Murphy Tractor & Equipment	
Amount of Request/Contract:	\$	151,494.00
Amount Budgeted:	\$	160,000.00
Funding Source:	225-000-495-7400 ST2007	
Additional Funds:	\$	n/a
Funding Source:	n/a	
Encumbered:	\$	n/a
Funds Remaining:	\$	8,506

STAFF RECOMMENDATION, ACTION, AND DATE:

Approve the purchase of a 2019 John Deere 524L Front-End Wheel Loader from Murphy Tractor & Equipment in Kansas City, MO for a total purchase price of \$151,494.00 and the disposal/sale of the current Caterpillar 924GZ Front-End Wheel Loader through Mayo Auction in Belton, MO.

LIST OF REFERENCE DOCUMENTS ATTACHED:

- Murphy Tractor & Equipment Missouri State MODOT Contract No. IFB605CO18002773

Quote Id: 20340909

Prepared For:
CITY OF BELTON



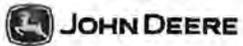
Prepared By: **JIM LEVY**

Murphy Tractor & Equipment
8600 Ne Parvin Road
Kansas City, MO 64161-8300

Tel: 816-483-5000
Mobile Phone: 816-898-3739
Fax: 816-455-0592
Email: jlevy@murphytractor.com

Date: 29 August 2019

Offer Expires: 31 October 2019



Quote Id: 20340909

29 August 2019

CITY OF BELTON
1201 Street Barn Ln
Belton, MO 64012

Monte,

We are pleased to quote you (1) New 2019 John Deere 524L Wheel Loader. priced per MODOT Contract IFB605CO18002773. Specified per City of Belton to include both published and unpublished options.

Thanks,

JIM LEVY
816-483-5000
Murphy Tractor & Equipment

Quote Summary

Prepared For:
 CITY OF BELTON
 1201 Street Barn Ln
 Belton, MO 64012

Prepared By:
 JIM LEVY
 Murphy Tractor & Equipment
 8600 Ne Parvin Road
 Kansas City, MO 64161-8300
 Phone: 816-483-5000
 Mobile: 816-898-3739
 jlevy@murphytractor.com

Quote Id: 20340909
Created On: 29 August 2019
Last Modified On: 30 August 2019
Expiration Date: 31 October 2019

Equipment Summary	Qty	Extended
JOHN DEERE 524L WHEEL LOADER	1	
John Deere Extended Warranty-60 Month / 5000 hour Full	1	
Equipment Total		\$ 151,494.00

Quote Summary	
Equipment Total	\$ 151,494.00
SubTotal	\$ 151,494.00
Total	\$ 151,494.00
Balance Due	\$ 151,494.00

Salesperson : X _____

Accepted By : X _____

Selling Equipment

Quote Id: 20340909

Customer: CITY OF BELTON

JOHN DEERE 524L WHEEL LOADER

Hours:
Stock Number:

Description	Qty
524L WHEEL LOADER	1

Standard Options - Per Unit

JDLINK Ultimate 5 Year Subscription	1
John Deere PowerTech Engine	1
Standard Wheel Loader	1
5-Speed Powershift Transmission	1
100 amp Alternator	1
Flat Black Curved Stack	1
Standard Engine Air Intake System	1
Standard Hydraulic Fan	1
Standard Fuel Filter with Water Separator and Standard Fuel Fill	1
Standard Cab	1
7 inch Monitor	1
Hydrau Hydraulic Fluid	1
Standard Z-BAR	1
Steering Wheel Only	1
Deluxe Seat, Cloth with Air Suspension	1
Joystick Controls	1
Three Function Hydraulics	1
Ride Control	1
English Decals and Manuals	1
8 Amp Converter	1
No Payload Scale without Cycle Counter	1
Front Hydraulically Locking Differential and Rear Conventional Differential Axles	1
Manual Axle Differential Lock	1
No Brand Preference	1
Standard Front Fenders	1
Left Side Steps Only	1
No Fork Frame	1
No Tines	1
Halogen Work and Drive Lights	1
Rear Hitch and Counterweight	1
Rear Camera	1

Selling Equipment

Quote Id: 20340909

Customer: CITY OF BELTON

Strobe Beacon with Left Beacon Bracket	1
Standard Exterior Mirrors	1
Standard Radio	1
Cab with Air A/C Charge	1
Hydraulic Coupler - JRB 416 Pattern	1
Bolt-on Cutting Edge	1
2.75 Cu. Yd. Bucket	1
Engine Block Heater	1
Fire Extinguisher	1
Engine Compartment Light	1
20.5R25 1 STAR L2 NO BRAND PREFERRED RADIAL TIRES WITH 3 PC RIMS	1
Dealer Attachments	
Tag 2.75 Cu Yd Grapple Bucket	1
Service Agreements	
John Deere Extended Warranty - 60 Month / 5000 hour Full	
Other Charges	
Fuel	1
Freight	1
Travel & Mileage for warranty period	1
Setup	1
Followup	1
Manuals	1
Full set of filters	1

SECTION IV
G



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: September 24, 2019

DIVISION: Public Works/Transportation

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

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

ISSUE/RECOMMENDATION:

The replacement of 1,835 regulatory-compliant street sign posts and 1,920 street ID signs within the City of Belton is necessary to meet the current Manual on Uniform Traffic Control Devices (MUTCD) requirements. This is a large amount of sign posts and street ID signs to be installed, and it is projected that it will take approximately nine years with existing staff to complete. During FY2020, 1/9th of the sign posts and street ID signs will be purchased, and funding for approximately the same amount for the next 9 years thereafter will be requested to complete the project. At today's pricing, the total cost for this 9-year program would be \$144,000.00.

These quotes were prepared by the Transportation Division using sign company vendors. Each of the three sign companies are national vendors and are used by the majority of the cities within the Kansas City metro area. Quotes were received from Newman Signs Inc. (\$15,574.63), J&A Traffic Products (\$15,620.00), and The Work Zone, Inc. (\$15,927.60). This is an approved Capital Outlay Request for FY2020 to ensure the City is compliant with the current MUTCD regarding the correct type of regulatory post and signs, with the Low Bid recommendation as listed below.

IMPACT/ANALYSIS:

FINANCIAL IMPACT

Contractor:	Newman Signs, Inc.	
Amount of Request/Contract:	\$	15,574.63
Amount Budgeted:	\$	16,000.00
Funding Source:	225-0000-495-7300 (Regulatory Street Signs)	
Additional Funds:	\$	n/a
Funding Source:	n/a	
Encumbered:	\$	n/a
Funds Remaining:	\$	425.37

STAFF RECOMMENDATION, ACTION, AND DATE:

Approve the purchase of regulatory-compliant sign posts and street ID signs from Newman Signs Inc. for a total purchase price of \$15,574.63.

LIST OF REFERENCE DOCUMENTS ATTACHED:

- Quote Tabulation
- Newman Signs Inc. Quote

Regulatory Street Sign Posts & ID Signs Quote Tabulation

Newman Signs Inc.

Items	Quantity	Unit Price	Extended Price
36" x 6" High Intensity Street ID Sign Single Side Flat Blade	840	8.27	6,946.80
Telespar Post 2" x 2" x 12' PSST 14 gauge	210	26.97	5,663.70
Telespar Post Anchor 3' x 2.25" x 12 gauge	210	9.71	2,039.10
Freight			925.03
Total			15,574.63

J&A Traffic Products

Items	Quantity	Unit Price	Extended Price
36" x 6" High Intensity Street ID Sign Single Side Flat Blade	800	10.15	8,120.00
Telespar Post 2" x 2" x 12' PSST 14 gauge	200	27.5	5,500.00
Telespar Post Anchor 3' x 2.25" x 12 gauge	200	10	2,000.00
Freight was included with pricing			
Total			15,620.00

The Work Zone, Inc.

Items	Quantity	Unit Price	Extended Price
36" x 6" High Intensity Street ID Sign Single Side Flat Blade	416	21.75	9,048.00
Telespar Post 2" x 2" x 12' PSST 14 gauge	104	51.84	5,391.36
Telespar Post Anchor 3' x 2.25" x 12 gauge	104	14.31	1,488.24
Freight was included with pricing			
Total			15,927.60



QUOTATION

Newman Signs Inc.
PO Box 1728
Jamestown, ND 58402
Phone: 800-437-9770

****Prices on quote are guaranteed for 30 days****

Quote #: TRFQTE021171

Quote Date: 9/10/2019

Customer Number: BEL-03-012

Ship Via: YRC

Sales Rep: Christine Wahl

FOB: ORIGIN

Payment Terms: Net 30

Bill To:
CITYOF BELTON
C/O STREET DEPT
506 MAIN ST
BELTON MO, 64012

Ship To:
CITYOF BELTON
C/O STREET DEPT
1201 ST BARN LN
BELTON MO, 64012

Header Note:

SEQ	Item Number/Cost Code/Description/Note	Quantity	Unit Price	Extended Price
1	T-SB030006/2Z3A 30X6-0.080-SPECIAL PUNCH/RADIUS-SF-HIP-WHITE SHEETED BLANK	840.00	8.27	6,946.80
2	T-TLS-2-12 (14) TELESPAR 2 IN X 12'-14 GA	210.00	26.97	5,663.70
3	T-TLS-2.25-3 TELESPAR 2.25 IN X 3'-12 GA	210.00	9.71	2,039.10
4	FREIGHT-TRAFFIC FREIGHT TRAFFIC SALES	1.00	925.03	925.03
Subtotal:				15,574.63
Tax:				0.00
Total:				\$15,574.63

Total subject to any applicable tax and freight charges. Additional freight charges for residential delivery, inside delivery, liftgate delivery, limited access delivery, or other charges incurred will be invoiced to the customer.

9/11/2019 8:10:19 AM

SECTION IV

H

R2019-83

A RESOLUTION APPOINTING SCOTT VON BEHREN TO THE TAX INCREMENT FINANCING COMMISSION.

WHEREAS, the City Council of the City of Belton, have heretofore authorized the formation of a Tax Increment Financing Commission of Belton, in accordance with Section 99.820(12.2.3.) of the Revised Statutes of Missouri, and Ordinance No. 2002-2870 of the City of Belton; and

WHEREAS, Section 1(d) of Ordinance No. 2002-2870, provides for appointment of members by the Mayor with the consent of a majority of the City Council; and

WHEREAS, Fred Hastie has resigned his position on the TIF Commission; and

WHEREAS, Scott Von Behren is hereby appointed to serve as a member of the TIF Commission to fill Fred Hastie's unexpired term until May 9, 2023.

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

SECTION 1. That the following named individuals constitute the Members of the Tax Increment Financing Commission, being appointed for four (4) year terms, or until their successor(s) is duly appointed:

<u>NAME</u>	<u>TERM</u>
Chet Trutzel	May 9, 2021
Ed Maurer	May 9, 2021
Tom MacPherson	May 9, 2022
Ron Branan	May 9, 2022
Scott Von Behren	May 9, 2023
Pete Peterson	May 9, 2023

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

SECTION 3. That all resolutions or parts of resolutions in conflict with this resolution are hereby repealed.

Duly read and passed this ____ day of _____, 2019.

Mayor Jeff Davis

ATTEST:

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

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

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

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

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



CITY OF BELTON, MISSOURI
APPLICATION FOR APPOINTMENT TO CITY
BOARDS AND COMMISSIONS

Date 8/28/19

*Board/Commission of interest TIF

*Name Sgt Van Behren

*Phone# 816 739 7446

*Home Address 16313 Spraker Ave
Belton, mo 64012

*Do you reside within the city
limits of Belton? (circle one)

Yes No

*E-mail svb1971@sbcglobal.net

Length of residence in Belton 14 yrs

Why are you interested in serving on this Board or Commission? _____

List other service on local boards or commission: PARKS, P&Z, Council,
Charter

Other qualifications you have that may be helpful in serving on this particular board:

Signature: [Handwritten Signature]

*Required information

Updated 1/6/2018
F:\Boards-Committees and TIF Commission\application board and commissions.doc

SECTION IV

I

R2019-84

A RESOLUTION APPROVING A PUBLIC SERVICE AGREEMENT WITH OATS, INC. AT A RATE OF \$2,160 FOR A 12 MONTH TERM.

WHEREAS, OATS, Inc., is a transportation company that provides transportation to disadvantaged individuals within Belton; and

WHEREAS, the City has determined that it is in the best interest of the City to assist in the funding of an additional monthly shopping day on the 1st Wednesday of each month and that persons utilizing the additional shopping day will patronize Belton businesses.

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

Section 1. That the “Public Service Agreement By and Between the City of Belton and OATS, Inc.” herein attached and incorporated in this resolution as **Exhibit “A,”** is hereby approved.

Section 2. That the Mayor is authorized and directed to execute the Agreement on behalf of the City.

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

Section 4. That all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

Duly read and passed this 24th day of September, 2019.

Mayor Jeff Davis

ATTEST:

Andrea Cunningham, City Clerk
City of Belton, Missouri

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

I, Andrea Cunningham, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton, Missouri, and that the foregoing Resolution was regularly introduced at a regular meeting of the City Council held on the 24th day of September, 2019, and adopted at a regular meeting of the City Council held the 24th day of September, 2019 by the following vote, to-wit:

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

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

**PUBLIC SERVICE AGREEMENT
BY AND BETWEEN
THE CITY OF BELTON¹
AND
OATS, INC.**

This Agreement, is made and entered into this 1st day of October, 2019, by and between OATS, Inc., a Missouri not-for-profit corporation (“OATS, Inc”) and the City of Belton, Missouri, a constitutional charter city (“City”).

WITNESSETH:

WHEREAS, OATS, Inc. is a transportation company serving individuals in 87 counties in Missouri by providing reliable transportation for transportation disadvantaged Missourians so they can live independently in their own communities and travel to doctor appointments, essential shopping and other places people need to go; and

WHEREAS, the Cass County, Missouri OATS program serves the Belton residents with their transportation needs, including a monthly shopping day on the third Tuesday of each month funded by the Mid America Regional Council (MARC) and

WHEREAS, the City has determined that it is in the best interests of the City, and important to the general health, safety and welfare of the citizens of the City, to assist in the funding of the transportation costs for an additional monthly shopping day on the 1st Wednesday of each month for the Belton residents who choose to utilize the OATS program; and

WHEREAS, OATS is a not-for-profit public transportation system that was originally founded in 1971 to provide serves for the elderly, and today serves a wide variety of clientele.

NOW, THEREFORE, in consideration of mutual undertakings and mutual benefits from the services set forth herein, the City and OATS agree as follows:

I. SCOPE OF SERVICES AND FINANCIAL COMPENSATION IN SUPPORT OF THE SERVICES

That the City will provide to OATS funds necessary to pay the transportation costs for an additional shopping day for OATS riders to shopping locations exclusively within the City of Belton for one year beginning **October 1, 2019 to September 30, 2020**. Said funds for this 12 month term shall not exceed **\$2,160.00**. The City shall make payment upon receipt by the City of an invoice or similar documentation from OATS. All compensation for services is subject to annual appropriation by the City.

1. Specifically, OATS will provide Non Emergency Demand Response Transportation for an additional shopping day within the City of Belton in accordance with the following scope of services: **\$30.00 per hour** not to exceed **6 hours per day** for

ambulatory and wheelchair service of which \$1.00 per hour is depreciation which OATS will deposit in a restricted account for use in cost of replacing vehicles.

2. The estimated total amount of compensation for services to be provided under this Agreement is: **\$2,169.00 = \$30.00/hour x 6/hours/day x 12 months.**
3. Special conditions which apply to this Agreement are as follows: OATS observes the following Holidays during the year and therefore services will not be available: New Years Day, Martin Luther King Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving & Christmas Day.

II. SUBCONTRACTS

OATS and the City hereby agree that this Agreement shall not be assigned, transferred, conveyed or otherwise disposed of without the prior written consent of the other party to the Agreement.

III. NON-DISCRIMINATION PROVISIONS

OATS and its subcontractors will not discriminate against any employee or applicant for employment because of race, color, disability, age, religion, sex, or national origin. OATS will take affirmative action to ensure that applicants are employed in good faith. OATS and its subcontractors will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

IV. COMPLIANCE WITH THE LAW

All parties shall comply with all applicable federal, state and local laws, ordinances, codes and regulations.

V. INTEREST OF LOCAL PUBLIC OFFICE

Neither the Mayor nor any member of the City Council of the City, nor any officer, employee, or agent of the City who exercises any functions or responsibilities in connection with review or approval of the services to which this Agreement pertains, shall have any personal interest, direct or indirect, in the Agreement or the proceeds thereof except as permitted by the laws of the State of Missouri.

VI. INDEPENDENT CONTRACTOR

OATS is not authorized or empowered to make any commitments or incur any obligation on behalf of the City, but merely to provide the Services herein described as an independent contractor.

VII. INDEMNIFICATION

OATS shall indemnify, release, defend, become responsible for and forever hold harmless the City, its officers, agents, employees, elected officials, and attorneys, each in their official and individual capacities, subject to the provisions set forth in the Missouri Sovereign Immunity Statute, from and against all lawsuits, suits, actions, costs, claims, demands, damages, disability, losses, expenses, including reasonable attorney's fees and other defense costs or liabilities, of any character and from any cause whatsoever brought because of bodily injury or death received or sustained, or loss or damage received or sustained, by any person, persons, or property arising out of or resulting from any act, error, omission, or intentional act of OATS or its agents, employees, or subcontractors, arising out of or in any way connected with the operations expressly authorized herein; provided, however, that OATS need not save harmless the City from claims, demands, losses and expenses arising out of the sole negligence of the City, its employees or agents. In addition, the City shall not be liable or responsible in any manner to any subcontractor with whom OATS has contracted to provide additional services under the terms of the Agreement.

VIII. TERMINATION OF THIS AGREEMENT

This Agreement may be terminated at any time by written, mutual agreement of all parties, provided that compliance with all applicable laws and regulations is met. The City shall have the right at its option to terminate this Agreement and be free of all obligations hereunder in the event that OATS is in default or violation of the terms of this Agreement. Non appropriation of funds by the City Council shall not be considered a violation or default of this Agreement.

IX. NOTICE

Any notice required by this Agreement is deemed to be given if it is mailed by United States certified mail, postage prepaid, and addressed to the parties as hereinafter specified.

Notice to the City shall be addressed to:

City Manager
City of Belton, Missouri
506 Main
Belton, MO 64012

Notice to OATS, Inc shall be addressed to:

OATS, Inc
Dorothy Yeager, Executive Director
2501 Maguire Blvd, Ste. 101
Columbia, MO 65201

X. AMENDMENTS

In order to provide necessary flexibility for the most effective execution of this Agreement, whenever both the City and OATS mutually agree, changes to this Agreement may be effected by placing them in written form and incorporating them into this Agreement as an amendment.

XI. SEVERABILITY

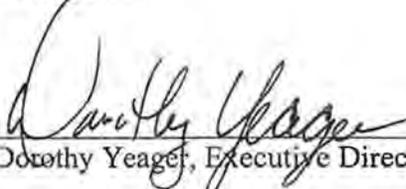
It is mutually agreed that in case any provision of this Agreement is determined by a court of law to be unconstitutional, illegal, or unenforceable, it is the intention of the parties that all the other provisions of this Agreement shall remain in full force and effect.

XII. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to its subject matter and any prior agreements, understandings, or other matters, whether oral or written, are hereby merged into and made a part hereof, and are of not in further force or effect.

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

OATS, Inc.



Dorothy Yeager, Executive Director

CITY OF BELTON, MISSOURI
A Municipal Corporation

Jeff Davis, Mayor

ATTEST:



Secretary

ATTEST:

City Clerk

Contract Number 0703 - Urban

SECTION IV

J

R2019-85

A RESOLUTION OF THE CITY OF BELTON, MISSOURI, APPROVING A FIRST AMENDMENT TO THE 2019 STREET PRESERVATION AGREEMENT BETWEEN THE CITY OF BELTON, MISSOURI, AND SUPERIOR BOWEN ASPHALT COMPANY, LLC, TO PERFORM ADDITIONAL WORK FOR THE BELTON PARKS AND RECREATION BOARD.

WHEREAS, pursuant to Resolution No. R2019-55 passed on June 25, 2019, the City of Belton, Missouri ("City") entered into a 2019 Street Preservation Cooperative Agreement with Superior Bowen Asphalt Company, LLC ("Contractor"), to perform road repairs as designated by the 2019 Street Preservation Project ("Agreement"); and

WHEREAS, the Belton Parks and Recreation Board ("Belton Parks") wishes to use the services of the Contractor under the Agreement for miscellaneous base repair, milling and overlay at High Blue Wellness Center and Memorial Park at an estimated amount of \$72,125.00; and

WHEREAS, the Agreement may be amended or modified in such away upon the execution of a written document evidencing such amendment or modification to the Agreement; and

WHEREAS, the City and Contractor desire to enter into this First Amendment to 2019 Street Presentation Agreement ("Amendment").

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

Section 1. That this resolution approving the Amendment to perform additional work for Belton Parks, herein attached and incorporated as **Exhibit 1**, is hereby approved and the City Manager is hereby authorized to execute the same.

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

Duly read and passed this _____ day of _____, 2019.

Mayor Jeff Davis

ATTEST:

Andrea Cunningham, City Clerk
City of Belton, Missouri

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

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

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

Andrea Cunningham, City Clerk
City of Belton, Missouri

**FIRST AMENDMENT TO
2019 STREET PRESERVATION AGREEMENT
BY AND BETWEEN
SUPERIOR BOWEN ASPHALT COMPANY, LCC AND
THE CITY OF BELTON, MISSOURI.**

THIS FIRST AMENDMENT (the "Amendment") is entered into this _____ day of _____, 2019 by the City of Belton, Missouri (the "Owner"), a charter city and political subdivision of the State of Missouri, and Superior Bowen Asphalt Company, LLC (the "Contractor").

WHEREAS, the Owner and the Contractor previously entered into the certain 2019 Street Preservation Agreement (the "Agreement"); and

WHEREAS, the Parks and Recreation Board of the City of Belton, Missouri wishes to use the services of the Contractor under the Agreement; and

WHEREAS, the Agreement may be amended or modified in such away upon the execution of a written document evidencing said amendment or modification to the Agreement; and

WHEREAS, the Owner and Contractor desire to execute this Amendment to amend the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the adequacy and sufficiency of which is hereby acknowledged by the Owner and the Contractor, the Owner and the Contractor agree as follows:

Section 1. Additional Work. The Contractor agrees to carry out bid item code numbers 30, 40, 45, 46, and 47 and the Owner agrees to provide the payment for the same as outlined in the attached Exhibit A. Exhibit A is hereby incorporated as if fully set forth herein.

Section 2. No Additional Amendments or Modification. All other provisions of the Agreement not specifically amended or modify in this Amendment shall remain in full force and effect and are hereby ratified by the parties.

IN WITNESS WHEREOF, Contractor and the City's authorized representatives have hereunto set their hands in execution of this Amendment.

SUPERIOR BOWEN ASPHALT, LLC

CITY OF BELTON, MISSOURI

Name: _____

Jeff Davis

Title: _____

Mayor

Exhibit A

Scope of Services for High Blue Wellness Center and Memorial Park

<i>Bid Item Code</i>	<i>Description</i>	<i>Quantity</i>	<i>Unit</i>	<i>Unit Price</i>	<i>Extended Price</i>
30	2" Milling - East Upper	1,450.00	SY	\$10.00	\$14,500.00
40	2" Type 3R Overlay E.U.	1,450.00	SY	\$9.50	\$13,775.00
45	2" Milling - South Lot	2,300.00	SY	\$5.00	\$11,500.00
46	2" Type 3R Overlay S.L.	2,300.00	SY	\$9.50	\$21,850.00
47	6" Base Repair - S.L.	150.00	SY	\$70.00	\$10,500.00
				Total	\$72,125.00

Notes to Exhibit A

- * E.U. = High Blue Wellness Center East Upper Parking Lot
- * S.L. = High Blue Wellness Center South Parking Lot

SECTION IV

K

R2019-86

A RESOLUTION APPROVING TASK AGREEMENT 2019-5 WITH OLSSON TO PERFORM DESIGN SERVICES FOR THE 161ST STREET AND ALLEN AVENUE STORMWATER IMPROVEMENTS PROJECT IN THE AMOUNT OF \$36,100.00.

WHEREAS, the City of Belton is partnering with NorthPoint Development, LLC (NorthPoint) to complete shared stormwater improvements in the vicinity of 161st Street and Allen Avenue. The City and NorthPoint have agreed to equally share the cost of the stormwater improvements per an Escrow Agreement approved by the City Council by Resolution 2019-82 on August 27, 2019. The 161st Street and Allen Avenue stormwater culvert currently consists of 48-inch corrugated metal pipe and is undersized and overtops Allen Avenue road during minor rain events. This culvert will be removed and replaced with a stormwater structure designed for the 50-year storm; and

WHEREAS, under Olsson's On-Call Engineering Professional Services Agreement (Ordinance No. 2016-4187), Olsson was requested by City Staff to inspect the site and submit a task agreement to design stormwater improvements. These services include survey, preliminary and final design, and utility coordination. The City's shared portion for this project will be funded using stormwater General Obligation Bonds approved by the citizens of Belton as a result of the April 2, 2019 election; and

WHEREAS, the Council believes it is beneficial to the citizens of Belton to approve Task Agreement 2019-5 with Olsson to perform design services for the 161st Street and Allen Avenue Stormwater Improvements Project.

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

- Section 1.** That this resolution approving Task Agreement 2019-5, herein attached and incorporated as **Exhibit A**, to perform design and construction phase services for the 161st Street and Allen Avenue Stormwater Improvements Project in the amount of \$31,100.00 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 ____, 2019.

Mayor Jeff Davis

ATTEST:

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

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

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

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

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



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: September 24, 2019

DIVISION: Public Works/Transportation

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

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

The City of Belton is partnering with NorthPoint Development, LLC (NorthPoint) to complete shared stormwater improvements in the vicinity of 161st Street and Allen Avenue. The City and NorthPoint have agreed to equally share the cost of the stormwater improvements per an Escrow Agreement approved by the City Council by Resolution 2019-82 on August 27, 2019. The total estimated cost for design and construction of this project is \$282,100.

The 161st Street and Allen Avenue stormwater culvert currently consists of 48-inch corrugated metal pipe and is undersized and overtops Allen Avenue road during minor rain events. This culvert will be removed and replaced with a stormwater structure designed for the 50-year storm.

Under Olsson’s On-Call Engineering Professional Services Agreement (Ordinance No. 2016-4187), Olsson was requested by City Staff to inspect the site and submit a task agreement to design stormwater improvements. These services include survey, preliminary and final design, and utility coordination.

Staff recommends approval of Task Agreement 2019-5 for a total cost of \$36,100.00. The City’s shared portion for this project will be funded using stormwater General Obligation Bonds approved by the citizens of Belton as a result of the April 2, 2019 election. Design work will begin following receipt of bond proceeds on October 8, 2019.

IMPACT/ANALYSIS:

FINANCIAL IMPACT

Consultant:		Olsson
Amount of Request/Contract:	\$	36,100
Amount Budgeted:	\$	282,100.00
Funding Source:		\$141,050 (Stormwater General Obligation Bonds) \$141,050 (NorthPoint)
Additional Funds:	\$	n/a
Funding Source:		n/a
Encumbered:	\$	n/a
Funds Remaining:	\$	\$246,000

STAFF RECOMMENDATION:

Approve a resolution for Task Agreement 2019-5 with Olsson to perform design services for the 161st Street and Allen Avenue Stormwater Improvements Project in the amount of \$36,100.00.

LIST OF REFERENCE DOCUMENTS ATTACHED:

- Resolution
- Olsson Task Agreement 2019-5 and Scope of Work
- Map of Stormwater Improvements Area

City of Belton – Public Works Task Agreement

Contract: Olsson Associates

Ordinance or Resolution: N/A

Task Agreement No: 2019-5

Funding Amount: \$36,100
Purchase Order No: N/A

Project Title: **Allen Avenue Culvert Replacement**

Contractor (including sub-contractors): Olsson

Division and Staff Project Manager:
Michael Christopher – Acting City Engineer

Project Management Manual reviewed: Yes

Attachments (Gantt Chart, etc.): Exhibit A – Scope of Services; Exhibit B Fee Table

PROJECT Scope: See Exhibit A, attached.

Staff Signatures

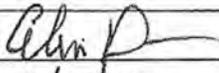
Partner Signatures

Public Works Director:
Celia Duran

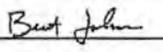
City Manager:
Alexa Barton

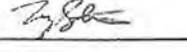
Project Manager:
Brent Johnson

Company Officer (if different):
Tony Stanton

Signature: 
Date: 9/5/19

Signature: _____
Date: _____

Signature: 
Date: 9/5/19

Signature: 
Date: 9/5/19

Project Type: Design ___ Construction ___ Property Acquisition ___ Conceptual/Problem Solving x Surveying ___

Project Discipline(s): Transportation ___ Planning ___ Water x Wastewater ___

Report(s) Received: N/A

Work on File: N/A

Attach scope of work, budget, and other supporting material

SCOPE OF SERVICES

This exhibit is hereby attached to and made a part of the Letter Agreement for Professional Services dated April 14, 2016 between City of Belton ("Client") and Olsson, Inc. ("Olsson") providing for professional services. Olsson's Scope of Services for the Agreement is indicated below.

PROJECT DESCRIPTION AND LOCATION

Project Description: Allen Avenue Culvert Replacement

Project Location: Allen Avenue and East 161st Street, Belton, Missouri

SCOPE OF SERVICES

Olsson shall provide the following services (Scope of Services) to Client for the Project:

Phase 100 – Environmental Services

Clean Water Act Section 404/401 Due Diligence

A qualified professional (wetland scientist, project principal) will perform necessary work to complete a USACE Nationwide 404 Permit submittal.

Phase 200 – Survey Services

Field Survey and Title Work. Olsson will provide a topographical design survey for the outlined area as shown on the attached exhibit. This survey shall depict all observed utilities, dimensions of exterior walls of existing buildings, spot elevations at exterior doorways, existing contours at one-foot intervals, location of existing features such as pavement, buildings, trees, tree mass lines, storm, and sanitary sewer structures, pipe sizes, flow lines, and materials. Utility companies will be contacted through the Missouri One Call system and any utilities marked will be shown on the topography survey. Any maps of private utilities which are typically not located thru the one call system that are provided will also be plotted in accordance with above ground structures. Olsson will provide four (4) horizontal control points tied to NAD Missouri Coordinate System 1983 South Zone, and One (1) benchmark tied to NAVD 1988 elevation datum.

Utility location and mapping is for horizontal location of above ground and underground utilities only. Utility depths will not be obtained or indicated on the topographic survey. Survey of utilities will be based on tracing and marking by One Call and / or a private utility locator. By signing this contract, the client understands and acknowledges that utility mapping is not exact, and it is possible that not all utility lines will be located. Olsson is not responsible for miss-marked or unmarked utilities.

Easement Descriptions and Exhibits

Olsson shall prepare six (6) legal descriptions, exhibits, and easement documents for the City of Belton to obtain both temporary and permanent easements on three (3) properties. The City of Belton will negotiate and record all easements. Revisions to easements previously prepared will be completed by Olsson on an hourly basis and considered as additional services.

Phase 300 – Design Plans

Culvert Design Plans

Olsson shall prepare construction documents for the culvert replacement. Plans will consist of the following:

- Cover sheet

- Drainage map and calculations
- General notes
- Culvert plan and profiles
- Standard Missouri Department of Transportation (MODOT) details for reinforced box culvert construction (if applicable)
- Water main lowering plan along existing alignment and water main details
- Sanitary sewer encasement plan and details
- Erosion and sediment control plans and details

Traffic Control Plans

Olsson shall prepare plans for temporary traffic control for a full closure at the intersection of 161st Terrace and Allen Avenue, including a standard detail sheet. Plans will be consistent with City and Manual on Uniform Traffic Control Devices (MUTCD) standards.

Olsson shall prepare and submit three (3) plan sets, including opinion of probable cost and property and easement requirements to City staff for review and approval.

STANDARDS

- Project design will follow City of Belton Design and Construction Standards, and Kansas City Metropolitan Chapter American Public Works Association Design Criteria, as adopted and amended.
- No specific plan format or CAD workspace is required.
- If a reinforced box culvert is included in Project, Olsson assumes standard MODOT details and reinforcing will be used. Structural design of a reinforced box culvert is not included within this Scope of Services.

ASSUMPTIONS

- No federal funding is associated with Project.
- Plans will be submitted as full-size (22"x34") and half-size (11"x17") black and white prints on bond paper.
- Permit fees for city, state, and federal permits will be paid directly by Client.
- All available as-built drawings, existing studies, aerial photos, and other information will be delivered to Olsson upon receipt of notice to proceed and prior to Project kick-off meeting.

PROJECT EXCLUSIONS

- Easement negotiations and acquisition
- Geotechnical investigations and analysis
- FEMA floodplain mapping or re-mapping (LOMRs or CLOMRs) or USACE individual permits
- Sanitary sewer design or relocation plans
- Street lighting plans
- Landscape or irrigation plans
- Proposed easements staking
- Stormwater Pollution Prevention Plan (SWPPP)
- Erosion control plans
- Missouri Department of Natural Resources (MDNR) land disturbance permit
- Roadway profile revisions
- Bid-phase services
- Construction phase services
- Construction services including administration, observation, testing, inspecting, and surveying.

- Construction documents will be for Owner and will not require public bidding, Project manual/contract documents, or shop drawing review.

SCHEDULE FOR OLSSON'S SERVICES

Unless otherwise agreed, Olsson expects to perform its services under the Agreement as follows:

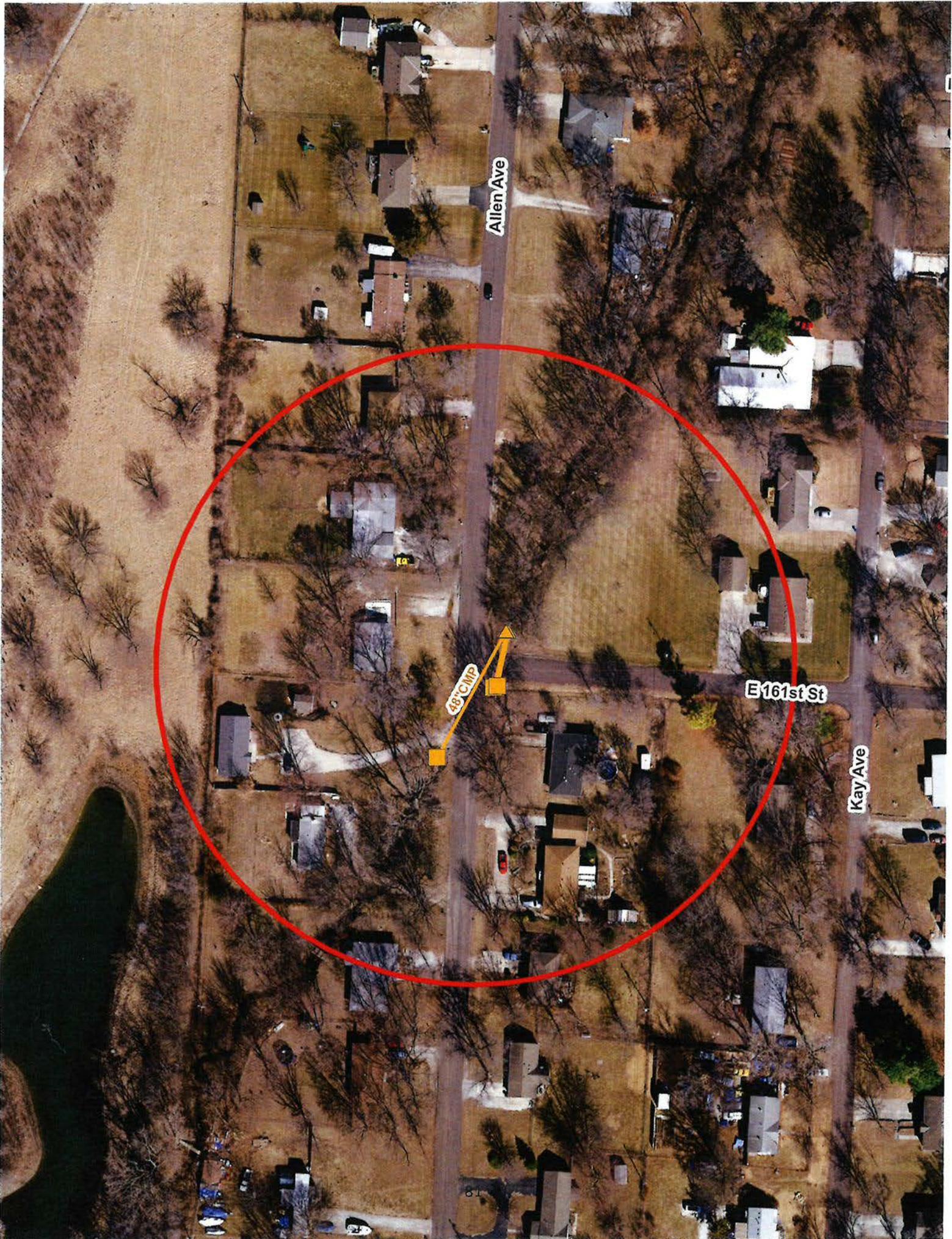
Anticipated Start Date: October 1, 2019
Anticipated Completion Date: January 31, 2020

FEE SCHEDULE

Phase No.	TASK DESCRIPTIONS	Staff Assignment:							Total Hours	Professional Hourly Fees	Reimb. Expenses	TOTALS	
		Project Manager	Senior Engineer	Project Engineer	Assistant Engineer	CAD Designer	GIS/CAD Tech.	Lisc. Surveyor					Surveyor Crew
	Avg. Hourly Rate:	\$185	\$180	\$135	\$100	\$110	\$85	\$150	\$150				
Phase 100 - Environmental Permitting													
1	USACE 404 Permit			12	4		8			24	\$2,700		\$2,700
	SUBTOTAL	0	0	12	4	0	8	0	0	24	\$2,700	\$0	\$2,700
Phase 200 - Surveying Services													
1	Field topographical survey and title work							2	20	22	\$3,300	\$400	\$3,700
2	Prepare CAD basemap						30			30	\$2,550		\$2,550
3	Easements and Exhibits (3 parcels)						18	6		24	\$2,430	\$750	\$3,180
	SUBTOTAL	0	0	0	0	0	48	8	20	76	\$8,280	\$1,150	\$9,430
Phase 300 - Design Plans													
a	Culvert design plans	20		20	82	58				180	\$20,980	\$1,000	\$21,980
b	Traffic control plans		2	8		5				15	\$1,990		\$1,990
	SUBTOTAL	20	2	28	82	63	0	0	0	195	\$22,970	\$1,000	\$23,970
Total All Phases		20	2	40	86	63	56	8	20	295	\$33,950	\$2,150	\$36,100

Exhibit 1 Survey Limits





Allen Ave

E161st St

Kay Ave

48th CMP

SECTION IV

L

R2019-87

A RESOLUTION APPROVING ACTIONS OF THE CITY MANAGER TO ENGAGE BREIT CONSTRUCTION, LLC FOR EMERGENCY REPAIR OF SINKHOLE LOCATED AT 1005 COLBERN DRIVE AND RATIFYING TASK AGREEMENT NO. 2019-4 IN THE AMOUNT OF \$212,995.74.

WHEREAS, on July 17, 2019, a sinkhole was discovered in a grassy area at 1005 Colbern Drive. Based upon the Transportation Division’s inspection viewing the CCTV video that was performed by TREKK Design Group, it was determined that the sinkhole was due to a collapsed 24-inch corrugated metal pipe (CMP) that is a part of the City’s stormwater conveyance system and the entire length of 24-inch corrugated metal pipe from curb inlet no. 808 to curb inlet no. 180 and curb inlet no. 180 to curb inlet no. 179 was in bad condition. The Transportation Division immediately placed barricades around the sinkhole area for public safety concerns; and

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

WHEREAS, using On-Call Water, Wastewater, and Stormwater Services Agreement (approved by R2019-32 on April 9, 2019), Breit Construction LLC was contacted for emergency repair services. Breit Construction LLC removed 385’ of the damaged 24-inch CMP and replaced it with a 36-inch high density polyethylene pipe (HDPE). The scope of work also included replacing three curb inlets, 451’ of concrete curb, four concrete driveway approaches, one mailbox, 223 square yards of surface asphalt, and restoration of sod at a total cost of \$212,995.74; and

WHEREAS, the City Council believes that Task Agreement 2019-4 with Breit Construction, LLC accurately reflects the work performed to repair sinkhole located at 1005 Colbern Drive on an emergency basis in the amount of \$212,995.74.

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

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

Section 2. That Task Agreement No. 2019-4, herein attached and incorporated as **Exhibit A** to this Resolution, in the amount of \$212,995.74 is hereby authorized and ratified.

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

Duly read and passed this ____ day of _____, 2019.

Mayor Jeff Davis

ATTEST:

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

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

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

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

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



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: September 24, 2019

DIVISION: Public Works/Transportation

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

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

ISSUE/RECOMMENDATION:

On July 17, 2019, a sinkhole was discovered in a grassy area at 1005 Colbern Drive. Based upon the Transportation Division’s inspection viewing the CCTV video that was performed by TREKK Design Group, it was determined that the sinkhole was due to a collapsed 24-inch corrugated metal pipe (CMP) that is a part of the City’s stormwater conveyance system and the entire length of 24-inch corrugated metal pipe from curb inlet no. 808 to curb inlet no. 180 and curb inlet no. 180 to curb inlet no. 179 was in bad condition. The Transportation Division immediately placed barricades around the sinkhole area for public safety concerns.

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

Using On-Call Water, Wastewater, and Stormwater Services Agreement (approved by R2019-32 on April 9, 2019), Breit Construction LLC was contacted for emergency repair services.

Breit Construction LLC removed 385’ of the damaged 24-inch CMP and replaced it with a 36-inch high density polyethylene pipe (HDPE). The scope of work also included replacing three curb inlets, 451’ of concrete curb, four concrete driveway approaches, one mailbox, 223 square yards of surface asphalt, and restoration of sod at a total cost of \$212,995.74.

IMPACT/ANALYSIS:

FINANCIAL IMPACT

Contractor:	Breit Construction, LLC	
Amount of Request/Contract:	\$	212,995.74
Amount Budgeted:	\$	N/A
Funding Source:	225-0000-400-2027	
Additional Funds:	\$	N/A
Funding Source:	N/A	
Encumbered:	\$	N/A
Funds Remaining:	\$	N/A

STAFF RECOMMENDATION, ACTION, AND DATE:

Approve a resolution approving actions of the City Manager to engage Breit Construction, LLC for emergency repair of sinkhole located at 1005 Colbern Drive and ratifying Task Agreement No. 2019-4 in the amount of \$212,995.74.

LIST OF REFERENCE DOCUMENTS ATTACHED:

- Resolution
- Exhibit A - Task Agreement No. 2019-4 and Scope of Work

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

Contract: R2019-32 4/9/19

Ordinance or Resolution:	Task Agreement No: 2019-4	Funding Amount: \$ 212,995.74 Date of Schedule of Hourly Rates and Expenses: Purchase Order No:
--------------------------	---------------------------	---

Project Title: 923-1008 Colbern Road - Storm Water Repair

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

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

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

Staff Signatures		Partner Signatures	
<i>Interim</i> Director of Public Works: Gelia Duran <i>Michael Christopher</i>	City Manager: Alexa Barton	Project Manager:	Company Principal (if different): <i>Andrew Brit General Mgr</i>
Signature: <i>Michael Christopher</i> Date: <i>9/17/19</i>	Signature: _____ Date: _____	Signature: _____ Date: _____	Signature: <i>Andrew Brit</i> Date: <i>9/16/2019</i>

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

Report(s) Received:

Work on File:

This Task Agreement is subject to all the provisions included in the On-Call Water, Wastewater and Storm Water Services Agreement.
 Approved 4/9/201, R2019-32.

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

Scope of work for Bid: 923-1009 Colbern Drive

Please provide a "Itemized Bid" to perform the following scope of work including a start to completion schedule. A Traffic Control plan will be required with bid if your plan is to close the roadway to install the new 36" RCP under Colbern Drive between Curb Inlet No. 179 & Curb Inlet No. 180.

923 Colbern Drive – Replace existing Curb Inlet (NO. 808) to receive the existing upstream 24" CMP from the west and the new 36" HDPE Storm Water pipe from the south. Note: KCP&L pole is located just south of this existing curb inlet (NO. BE0781).

1009 Colbern Drive - Replace existing Curb Inlet (NO. 180) to receive new 36" HDPE Storm Water pipe from the north and receive new 36" RCP Storm pipe from the west.

1008 Colbern Drive - Replace existing Curb Inlet (NO. 179) to receive new 36" RCP Storm Water pipe from the east and receive existing 36" CMP Storm pipe from the south.

From Curb Inlet No. 808 (923 Colbern) to Curb Inlet No. 180 (1009 Colbern) remove existing 24" CMP, install 385' of new 36" HDPE with appropriate bends and ensure the pipe alignment matches the existing storm pipe alignment. Note: At 1007 Colbern there is a sump-pump drainage pipe with rock drainage check located by the north side of the property. Repairs to this sump-pump discharge pipe will need to be repaired during the construction phase.

From Curb Inlet No. 180 (1009 Colbern) to Curb Inlet 179 (1008 Colbern) remove existing 24" CMP and install 32' of new 36" RCP.

Remove and replace approximately 451' of CG-2 starting at the southern side of the driveway approach at 923 Colbern Drive to the northern side of the driveway approach at 1009 Colbern Drive.

Remove and replace the following driveway approaches from back of curb to first expansion joint which is approximately 10' back of curb:

1001 Colbern Drive
1003 Colbern Drive
1005 Colbern Drive
1007 Colbern Drive

923 Colbern Drive – Option Bid, unknown if replacement is needed

Note: All homes have double-wide driveway approaches. During construction there must always be at least one portion of the driveway approach (meaning half of the driveway approach) open for ingress and egress of the homeowner, only exclusion is while storm pipe is being laid.

Repair any mailboxes that have been temporarily removed or damaged during construction. All mailbox must always be operational for homeowner use, place a temporary mailbox if needed. Note: At 1001 Colbern the mailbox is attached to the house.

Sod all affected areas due to construction repairs.

Ensure all materials are removed and disposed of from the project site daily. Contractor can deliver all old pipe, spoil piles and concrete debris to the Transportation Division facility at 1201 Street Barn Lane which is approximately 1 ½ blocks from the project site and open from 7:00am to 3:30pm, Monday through Friday. Contact Monte Johnson at (816) 564-9307 for drop-off locations within our facility.

Ensure the City of Belton, Design and Construction Manual is followed throughout your scope of work for this project regarding Curb Inlets, Manhole Castings, Trench Backfill & Embedment Under Pavement, Trench Backfill & Embedment Under Non-Paved Areas, Concrete Collar, Residential Driveway Approach and all other details that may apply to this project.

Thank you,

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

SECTION IV

M

R2019-88

A RESOLUTION APPROVING TASK AGREEMENT 2019-1 WITH CDM SMITH TO PERFORM CONCEPTUAL DESIGN DEVELOPMENT OF STORMWATER IMPROVEMENTS FOR THE SUNRISE DRIVE AND BUENA VISTA STORMWATER IMPROVEMENTS PROJECT IN THE AMOUNT OF \$61,025.00.

WHEREAS, the City of Belton's Stormwater Master Plan was completed by Olsson in December 2012. The Master Plan identified 30 stormwater projects throughout the City included 7 Priority 1 projects characterized by frequency and severity of home flooding, street flooding, erosion, regional benefit, etc. The Sunrise Drive and Buena Vista Drive Stormwater Improvements Project is a Priority 1 project due to residential complaints regarding stormwater and street flooding. Stormwater flows from West Sunrise Drive southwest to Park Avenue through an open channel located behind residential homes on Buena Vista Drive and Valle Drive. The existing storm sewer system and open channel in this area are undersized resulting in stormwater and street flooding; and

WHEREAS, under CDM Smith's On-Call Engineering Professional Services (Ordinance No. 2016-4184), CDM Smith was requested by City Staff to submit a task agreement for conceptual design development of stormwater improvements. The first phase of this project includes survey and data collection, geotechnical investigations and analysis, and development of concept design alternatives with opinions of cost. Based on this data, a preferred alternative will be selected, and CDM Smith will subsequently submit an agreement for design. This project will be funded using street and stormwater General Obligation Bonds approved by the citizens of Belton as a result of the April 2, 2019 election. Design work will begin following receipt of bond proceeds in October 2019.

WHEREAS, the Council believes it is beneficial to the citizens of Belton to approve Task Agreement 2019-1 with CDM Smith to perform conceptual design development of stormwater improvements for the Sunrise Drive and Buena Vista Drive Stormwater Improvements Project.

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

Section 1. That this resolution approving Task Agreement 2019-1, herein attached and incorporated as **Exhibit A**, to perform conceptual design development of stormwater improvements for the Sunrise Drive and Buena Vista Drive Stormwater Improvements Project in the amount of \$61,025.00 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 ____, 2019.

Mayor Jeff Davis

ATTEST:

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

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

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

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

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



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: September 24, 2019

DIVISION: Public Works/Transportation

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

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

The City of Belton’s Stormwater Master Plan was completed by Olsson in December 2012. The Master Plan identified 30 stormwater projects throughout the City included 7 Priority 1 projects characterized by frequency and severity of home flooding, street flooding, erosion, regional benefit, etc.

The Sunrise Drive and Buena Vista Drive Stormwater Improvements Project is a Priority 1 project due to residential complaints regarding stormwater and street flooding. Stormwater flows from West Sunrise Drive southwest to Park Avenue through an open channel located behind residential homes on Buena Vista Drive and Valle Drive. The existing storm sewer system and open channel in this area are undersized resulting in stormwater and street flooding.

Under CDM Smith’s On-Call Engineering Professional Services (Ordinance No. 2016-4184), CDM Smith was requested by City Staff to submit a task agreement for conceptual design development of stormwater improvements. The first phase of this project includes survey and data collection, geotechnical investigations and analysis, and development of concept design alternatives with opinions of cost. Based on this data, a preferred alternative will be selected, and CDM Smith will subsequently submit an agreement for design.

This project will be funded using street and stormwater General Obligation Bonds approved by the citizens of Belton as a result of the April 2, 2019 election. Design work will begin following receipt of bond proceeds in October 2019.

IMPACT/ANALYSIS:

FINANCIAL IMPACT

Consultant:	CDM Smith	
Amount of Request/Contract:	\$	61,025.00
Amount Budgeted:	\$	61,025.00
Funding Source:	Stormwater General Obligation Bonds	
Additional Funds:	\$	n/a
Funding Source:	n/a	
Encumbered:	\$	n/a
Funds Remaining:	\$	n/a

STAFF RECOMMENDATION:

Approve a resolution for Task Agreement 2019-1 with CDM Smith to perform conceptual design development of stormwater improvements for the Sunrise Drive and Buena Vista Drive Stormwater Improvements Project in the amount of \$61,025.00.

LIST OF REFERENCE DOCUMENTS ATTACHED:

- Resolution
- Exhibit A - CDM Smith Task Agreement 2019-1 and Scope of Work
- Map of Stormwater Improvements Area

Exhibit A



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

Contract:									
Ordinance or Resolution:			Task Agreement No: 2019-1			Funding Amount: \$61,025			
						Date of Schedule of Hourly Rates and Expenses: N/A			
						Purchase Order No :N/A			
Project Title: Buena Vista Stormwater Improvements – Phase 1 Preliminary Engineering									
Contractor/Consultant (including subs): CDM Smith					Division and Staff Project Manager:				
Project Management Manual reviewed: yes					Attachments (Gantt Chart, etc.): Scope of Services and Engineering Fee				
PROJECT Scope (can be in the form of an attachment): Scope of Services attached.									
Staff Signatures					Partner Signatures				
Director of Public Works: Celia Duran		City Manager: Alexa Barton			Project Manager: Jessica Veach		Company Principal (if different):		
Signature:		Signature: _____			Signature:		Signature: _____		
Date: 9/11/19		Date: _____			Date: 9/11/19		Date: _____		
Project Type:	Design	X	Construction		Property Acquisition		Conceptual – Problem Solving		Surveying
Project Discipline(s):	Transportation		Planning		Water		Wastewater		Stormwater X
Report(s) Received:									
Work on File:									
This Task Agreement is subject to all the provisions included in the On-Call Professional Services Agreement effective on the _____ day of _____, 20____.									

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

Buena Vista Stormwater Improvements

Belton, Missouri

Date: August 30, 2019

The City of Belton, Missouri, intends to construct stormwater improvements described in the report *Stormwater Master Plan – City of Belton, MO (2012 Stormwater Master Plan)*. CDM Smith has been engaged to provide professional engineering design services for Improvement Project WF-2 (Buena Vista Drive) described in this report, and this scope of work describes the tasks to be completed for this project. This project includes preliminary engineering to determine the scope of work for final design to be completed as a subsequent phase of work. The fee estimate is based on work through December 2019. Staff Rates are subject to escalation for work from January 2020 and beyond.

PHASE 1: PRELIMINARY DESIGN

Task Series 100: Project Management

Task 101: Kickoff and Progress Meetings

CDM Smith will conduct a project kickoff meeting to review the project tasks and schedule, establish key City and CDM Smith contacts within the project team, and develop and review project critical success factors.

In addition, CDM Smith will conduct two (2) progress meetings throughout the course of the project which correlates to the Alternatives Evaluation (Task 301) milestone. The intent of the meeting will be to update the project team on the progress of tasks as major milestones are completed as well as to provide general project status, progress, budget and schedule status, identification of unusual data or problem areas, and work expected to be completed for the next month. CDM Smith will provide an agenda for the meeting at least three (3) days in advance of the meeting, and will provide meeting minutes to the attendees at least one (1) week following a meeting.

Task 102: Quality Assurance/Quality Control

CDM Smith will complete internal quality control checks and processes prior to sending submittals to the City. These checks will be completed by qualified and experienced experts in the field of stormwater management. The goal of the quality control task will be to produce deliverables which both meet City needs and represent deliverables of the highest quality.

Task 103: Project Management

CDM Smith will conduct other project management activities as necessary to manage the progress of the work, including routine team coordination, monthly invoices, schedule updates, budget tracking, and progress reports. Written progress reports will be provided to the City's project manager with each monthly invoice. A total of three (3) months of project management activities are included.

Assumptions for Task Series 100:

- The kickoff and progress meetings will be conducted at Belton City Hall Annex (520 Main St, Belton, MO 64012).

Deliverables for Task Series 100:

- Meeting agendas delivered at least three (3) days in advance of meetings
- Meeting minutes delivered at least one (1) week following meetings

Task Series 200: Field Investigations

Task 201: Site Survey

CDM Smith will engage the services of a licensed surveying company to provide topographic survey of the project site to establish elevation contours, surface features, the location and size of the stormwater conveyance system, and utility locates in the immediate vicinity of work being performed. Data will be delivered in North American Vertical Datum 1988 (NAVD88) and horizontal control using the Missouri West Zone State Plane coordinate system.

Structure surveys will be performed on the existing culverts and storm sewer outfalls as necessary. The survey will include top of pipe/culvert, invert, flow line elevations, and horizontal coordinates.

Stream cross sections will be gathered at stream sections that are identified as necessary to perform HEC-RAS modeling activities, up to 30 cross sections. Point spacing along the cross section will be at every 10-feet or at any significant grade break. Cross sections will extend 20-feet beyond the stream bank.

Field surveys will be conducted to locate the major utilities at the project site. The utilities include gas, water, fiber optic, overhead and buried power, telephone, sanitary sewer, and storm sewer. Utility locates will rely upon a third-party location service (Missouri One Call) to identify underground utilities. CDM Smith does not guarantee the information provided by the third party will be free of errors or omissions.

Task 202: Geotechnical Investigations and Analysis

CDM Smith will engage the services of a local geotechnical firm to provide information from up to four (4) borings in the area of the low water crossing to determine subsurface conditions. CDM Smith will then summarize the results of the borings and characterize subsurface conditions in a geotechnical memorandum.

Assumptions for Task Series 200:

- All field activities will be subcontracted to qualified and licensed firms, and their deliverables will be checked by CDM Smith for compliance with CDM Smith quality assurance/quality control policies.

Deliverables for Task Series 200:

- Site survey drawings
- Subsurface characterization/geotechnical memorandum

Task Series 300: Preliminary Engineering

Task 301: Alternatives Evaluation

Prior to design of stormwater conveyance improvements, an evaluation of alternatives will be completed. The goal of this effort will be to optimize the project by building on the recommendations of the 2012 Stormwater Master Plan for Improvement Project WF-2. This will be accomplished by evaluating additional project elements which could enhance the benefits provided by the project within the budget recommended by the 2012 Master Plan. The following elements, shown in Exhibit 1, will be evaluated:

- A detention basin upstream of Sunrise Drive

- Modifications to the channel to provide additional stormwater conveyance
 - Lowering channel bed to increase in-channel conveyance
 - Excavation to provide flood conveyance 'benches' in the channel overbanks
- Roadway improvements to increase conveyance at stream crossings
 - Construct precast culvert structure(s)
 - Construct precast bridge(s)

This evaluation will provide recommendations for project improvements for City review which prioritize the following objectives:

- Maximizing project cost efficiency
- Maximizing flood control benefits within project budget
- Meeting City design standards for stormwater conveyance systems
- Minimizing disruption experienced by residents
- Incorporating future maintenance considerations

To complete this evaluation, hydrologic and hydraulic modeling will be completed by modifying the models created for the 2012 Stormwater Master Plan. The design flowrates used to design the channel will be identical to those calculated by the 2012 Stormwater Master Plan hydrologic modeling except under a scenario where these flows may be attenuated by an upstream detention basin. The remaining alternatives will be evaluated by modifying the hydraulic model to evaluate the effectiveness of the identified channel improvements and hydraulic structure improvements.

The findings of this evaluation will be summarized in a Basis of Design Memorandum, a draft version of which will be provided to the City for review. The memorandum will be provided in two draft submittals. In the first phase, up to three (3) alternatives with cost estimate for each will be developed and presented to the City to review and select an alternative for further design. The selected alternative will then be developed into a final recommendation, which will be documented in a new 'Recommendations' section in the memorandum and submitted to the City for draft final review.

The 'Recommendations' section will include figures created using ESRI ArcGIS which contain detailed information on project elements, and these figures will convey conceptual (or 30%) design.

Assumptions for Task Series 300:

- Computer hydrologic and hydraulic modeling will be completed as part of this project, however, this will only consist of modifying existing models, and will not include time to create new models.

Deliverables for Task Series 300:

- Draft and Final Basis of Design Memorandum (BDM) which documents the results of the Alternatives Evaluation described in Task 301 (pdf format).

Client: Belton, MO
 Project Name: Buena Vista Stormwater Improvements - Phase 1

June 10, 2019

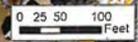
Task	Description	Project Principal \$245	Senior Engineer / QAQC \$220	Project Manager \$160	Project Engineer \$145	Junior Engineer \$105	Cost Estimator \$145	CAD Technician \$95	Contract Administrator \$90	Administrative / Clerical \$85	Total Hours	CDM Smith Labor	Outside Professionals	Expenses	CDM Smith Total
Task Series 100: Project Management															
101	Kickoff and Progress Meetings	0	0	8	4	10	0	0	0	3	25	\$3,165	\$0	\$0	\$3,165
	Quality Assurance / Quality Control	3	9	3	4	10	0	0	0	0	29	\$4,825	\$0	\$0	\$4,825
103	Project Management	3	0	30	0	0	0	0	6	0	39	\$6,075	\$0	\$0	\$6,075
	Subtotal	6	9	41	8	20	0	0	6	3	93	\$14,065	\$0	\$0	\$14,065
Task Series 200: Field Investigations															
201	Site Survey	0	0	4	4	0	0	0	0	0	8	\$1,220	\$7,000	\$0	\$8,220
202	Geotechnical Investigations and Analysis	0	0	4	56	0	0	0	0	0	60	\$8,760	\$12,000	\$0	\$20,760
	Subtotal	0	0	8	60	0	0	0	0	0	68	\$9,980	\$19,000	\$0	\$28,980
Task Series 300: Preliminary Engineering															
301	Alternatives Evaluation	0	0	4	20	120	8	0	0	8	160	\$17,980	\$0	\$0	\$17,980
	Subtotal	0	0	4	20	120	8	0	0	8	160	\$17,980	\$0	\$0	\$17,980
	Total	6	9	53	88	140	8	0	6	11	321	\$42,025	\$19,000	\$0	\$61,025



Sunrise Drive & Buena Vista Drive Stormwater Improvement Project



-  Sunrise Drive & Buena Vista Drive Stormwater Improvement Project
-  Public Storm Inlet
-  Public Storm Manhole
-  Public Storm Outlet
-  Public Storm Pipe



SECTION IV

N

R2019-89

A RESOLUTION APPROVING TASK AGREEMENT 2019-6 WITH OLSSON TO PERFORM DESIGN AND CONSTRUCTION PHASE SERVICES FOR THE WESTSIDE DRIVE AND LACY LANE STORMWATER IMPROVEMENTS PROJECT IN THE AMOUNT OF \$361,965.00.

WHEREAS, the City of Belton’s Stormwater Master Plan was completed by Olsson in December 2012. The Master Plan identified 30 stormwater projects throughout the City included 7 Priority 1 projects characterized by frequency and severity of home flooding, street flooding, erosion, regional benefit, etc. The Westside Drive and Lacy Lane Stormwater Improvements Project is a Priority 1 project due to residential and street flooding throughout the Lacy Estates subdivision. The conceptual improvement for this area includes upsizing the existing stormwater pipe system from Sunrise Drive to West Cambridge Road, replacing the existing low water crossing on Cambridge Road, as well as street preservation including asphalt mill and overlay and base repair; and

WHEREAS, under Olsson’s On-Call Engineering Professional Services Agreement (Ordinance No. 2016-4187), Olsson was requested by City Staff to inspect the site and submit a task agreement to design stormwater improvements. These services include survey, public meetings, storm sewer and bridge preliminary and final design, geotechnical exploration, utility coordination, permitting, bid phase, and construction phase services. This project will be funded using street and stormwater General Obligation Bonds approved by the citizens of Belton as a result of the April 2, 2019 election; and

WHEREAS, the Council believes it is beneficial to the citizens of Belton to approve Task Agreement 2019-6 with Olsson to perform design and construction phase services for the Westside Drive and Lacy Lane Stormwater Improvements Project.

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

- Section 1.** That this resolution approving Task Agreement 2019-6, herein attached and incorporated as **Exhibit A**, to perform design and construction phase services for the Westside Drive and Lacy Lane Stormwater Improvements Project in the amount of \$361,965.00 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 _____, 2019.

Mayor Jeff Davis

ATTEST:

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

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

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

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

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



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: September 24, 2019

DIVISION: Public Works/Transportation

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

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

The City of Belton’s Stormwater Master Plan was completed by Olsson in December 2012. The Master Plan identified 30 stormwater projects throughout the City included 7 Priority 1 projects characterized by frequency and severity of home flooding, street flooding, erosion, regional benefit, etc.

The Westside Drive and Lacy Lane Stormwater Improvements Project is a Priority 1 project due to residential and street flooding throughout the Lacy Estates subdivision. The conceptual improvement for this area includes upsizing the existing stormwater pipe system from Sunrise Drive to West Cambridge Road, replacing the existing low water crossing on Cambridge Road, as well as street preservation including asphalt mill and overlay and base repair.

Under Olsson’s On-Call Engineering Professional Services Agreement (Ordinance No. 2016-4187), Olsson was requested by City Staff to inspect the site and submit a task agreement to design stormwater improvements. These services include survey, public meetings, storm sewer and bridge preliminary and final design, geotechnical exploration, utility coordination, permitting, bid phase, and construction phase services.

Staff recommends approval of Task Agreement 2019-6 for a total cost of \$361,965.00. This project will be funded using street and stormwater General Obligation Bonds approved by the citizens of Belton as a result of the April 2, 2019 election. Design work will begin following receipt of bond proceeds on October 8, 2019.

IMPACT/ANALYSIS:

FINANCIAL IMPACT

Consultant:	Olsson	
Amount of Request/Contract:	\$	361,965.00
Amount Budgeted:	\$	361,965.00
Funding Source:	Stormwater General Obligation Bonds	
Additional Funds:	\$	n/a
Funding Source:	n/a	
Encumbered:	\$	n/a
Funds Remaining:	\$	n/a

STAFF RECOMMENDATION:

Approve a resolution for Task Agreement 2019-6 with Olsson to perform design and construction phase services for the Westside Drive and Lacy Lane Stormwater Improvements Project in the amount of \$361,965.00.

LIST OF REFERENCE DOCUMENTS ATTACHED:

- Resolution
- Exhibit A - Olsson Task Agreement 2019-6 and Scope of Work
- Map of Stormwater Improvements Area

City of Belton – Public Works Task Agreement

Contract: Olsson Associates

Ordinance or Resolution: N/A

Task Agreement No: 2019-6

Funding Amount: \$361,965
Purchase Order No: N/A

Project Title: Lacy Estates and Cambridge Rd Storm Sewer Improvements

Contractor (including sub-contractors): Olsson

Division and Staff Project Manager:
Michael Christopher – Acting City Engineer

Project Management Manual reviewed: Yes

Attachments (Gantt Chart, etc.): Exhibit A – Scope of Services; Exhibit B Fee Table

PROJECT Scope: See Exhibit A, attached.

Staff Signatures

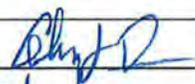
Partner Signatures

Public Works Director:
Celia Duran

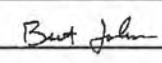
City Manager:
Alexa Barton

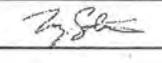
Project Manager:
Brent Johnson

Company Officer (if different):
Tony Stanton

Signature: 

Signature: _____

Signature: 

Signature: 

Date: 9/5/19

Date: _____

Date: 9/5/19

Date: 9/5/19

Project Type: Design ___ Construction ___ Property Acquisition ___ Conceptual/Problem Solving x Surveying ___

Project Discipline(s): Transportation ___ Planning ___ Water x Wastewater ___

Report(s) Received: N/A

Work on File: N/A

Attach scope of work, budget, and other supporting material

SCOPE OF SERVICES

This exhibit is hereby attached to and made a part of the Letter Agreement for Professional Services dated April 14, 2016 between City of Belton ("Client") and Olsson, Inc. ("Olsson") providing for professional services. Olsson's Scope of Services for the Agreement is indicated below.

PROJECT DESCRIPTION AND LOCATION

Westside Drive and Lacy Lane, Masterplan project WF-4 (Cambridge Road to South Avenue and Pawnee Lane to Colbern Street). Numerous flooding problems were reported throughout the Lacy Estates subdivision. Portions of the subdivision are underserved or lacking stormwater infrastructure creating several drainage and flooding problems. The proposed project will replace the existing system and extend the system with a larger underground conveyance and surface collection system designed for the 10-year design storm. Surface restoration of sidewalks, streets and sod will be included with the construction plan set.

Cambridge Road West Fork East Creek Crossing. The existing low water crossing is frequently overtopped during heavy rainfall events, requiring the city to close the roadway to traffic. The proposed project will replace the existing culvert with a 65-foot clear span bridge and raise the roadway profile approximately 2.75 feet. The profile change will require the roadway to be reconstructed approximately 650 which extends into the Pawnee Lane intersection. The proposed roadway section will include sidewalk on one side.

SCOPE OF SERVICES

Olsson shall provide the following services (Scope of Services) to Client for the Project:

Phase 100 – Administration

Project Kickoff and Masterplan Review. Olsson will meet with the City to review the conceptual plan as outlined in the Stormwater Masterplan (December 2012). Meet with the City on-site or other location to review known challenges and initial recommendations, data gaps, potential refinements or alternatives to investigate, and discuss project goals, lines of communication, schedule, key milestones, and other project details.

Project Management and Communication. Provide the management functions required to successfully complete the preliminary and final design work, including all project correspondence with the Client; consultation with the Client's staff; supervision and coordination of services; implementation of a project specific work plan, procedures, and a quality control/quality assurance plan; scheduling and assignment of personnel resources, continuous monitoring of work progress and invoicing for the work performed.

Phase 200 – Surveying Services

Field Survey and Title Work. Olsson will provide a topographical design survey for the outlined area as shown on the attached exhibit. This survey shall depict all observed utilities, dimensions of exterior walls of existing buildings, spot elevations at exterior doorways, existing contours at one-foot intervals, location of existing features such as pavement, buildings, trees, tree mass lines, storm, and sanitary sewer structures, pipe sizes, flow lines, and materials. Utility companies will be contacted through the Missouri One Call system and any utilities marked will be shown on the topography survey. Any maps of private utilities which are typically not located thru the one call system that are provided will also be plotted in accordance with above ground

structures. Olsson will provide four (4) horizontal control points tied to NAD Missouri Coordinate System 1983 South Zone, and One (1) benchmark tied to NAVD 1988 elevation datum.

Utility location and mapping is for horizontal location of above ground and underground utilities only. Utility depths will not be obtained or indicated on the topographic survey. Survey of utilities will be based on tracing and marking by One Call and / or a private utility locator. By signing this contract, the client understands and acknowledges that utility mapping is not exact, and it is possible that not all utility lines will be located. Olsson is not responsible for miss-marked or unmarked utilities. This task will include obtaining ownership and easements for up to sixty (60) properties.

Phase 300 – Preliminary Design

Preliminary Design Plans. Olsson will prepare 60% design development drawings for field check and design verification. After field check and city review, Olsson will prepare easement documents (legal descriptions and exhibits only) for the city's review and acquisition. An opinion of probable construction cost will be prepared for improvements to the existing stormwater conveyance systems identified.

Meet with City staff as needed to discuss preliminary design, including progress meetings and meetings with other City staff, departments, or residents who may provide valuable input to the design solution.

Identify permit needs and requirements for the project.

Design efforts will include:

- Cover Sheet
- General Notes
- General Layout and Survey Control (including proposed easements)
- Alignment Data
- Drainage Map
- Drainage Calculations
- Typical Sections
- Plan and Profile Sheets

Utility Coordination. Provide affected utilities a set of electronic preliminary plans for review. Coordinate with City staff and lead a utility coordination meeting. Identify conflicts and relocation needs and prepare schedule of utility relocations as planned by each utility. Coordinate with utilities to develop relocation agreements and estimated costs, as needed.

Public Involvement. Attend two (2) public meetings hosted by the City at project initiation and completion of preliminary design plans. Attend up to 3 meetings with individual property owners or groups of property owners.

Geotechnical Exploration. We propose to use a truck-mounted drill rig to complete the following soil test borings for the geotechnical exploration:

- Two (2) soil test borings to an estimated depth of 20 feet each;
- Two (2) soil test borings to an estimated depth of 5 feet each
- Two rock cores advancements to an estimated depth of 15 feet each.

The soil borings will be advanced to the depths proposed, or to refusal, whichever is shallower. This proposal is based on a total drilling footage of 80 linear feet. Split spoon and thin-walled samples shall be collected from the soil test borings. We will

obtain groundwater levels in the test borings at the time of drilling and upon completion of the drilling operations. After obtaining groundwater level readings, we will backfill the borings with soil cuttings and patch pavements as necessary.

Laboratory Services

At our laboratory, unconfined compressive strength, moisture content, and in-place unit weight tests will be performed on representative portions of selected Shelby tube samples. Moisture content tests will be performed on all samples. Atterberg limits tests will also be performed upon representative samples of typical subsurface conditions encountered across this site.

Evaluation and Geotechnical Report

A geotechnical engineering report will be prepared under the direction of a registered professional engineer based on the findings of the field and laboratory programs. The report will include a boring location plan, computer-generated boring logs, results of the laboratory testing program and a description of the surface and subsurface conditions encountered at the site. In addition, the report will present our opinions and recommendations regarding the following items:

- Generalized geotechnical site preparation concerns addressing fill subgrade preparation, earthwork placement, fill compaction criteria, excavatability of any bedrock, and suitability of on-site materials for use as structural fill
- Recommended foundation design parameters, including bearing pressures and depths
- Anticipated total and differential settlement of structural elements
- Floor slab and pavement subgrade preparation
- Generalized subsurface drainage requirements for fill, building, and pavement areas
- Pavement thickness recommendations
- Seismic site coefficient per the International Building Code

Bridge Design. A single span stream crossing bridge will be designed on Cambridge Road to replace the existing low water crossing. It is anticipated that the structure will be 60-70 feet long and utilize integral end bents and be configured to support two lanes of traffic, shoulders, and one sidewalk. The preliminary design work will optimize the structural configuration and hydraulic design as well as identify the necessary roadway profile adjustments to Cambridge Road.

Design efforts will include:

- Bridge Layout
- Preliminary Superstructure Analysis & Optimization
- Select and layout barriers, sidewalk, and fencing
- Select and layout bridge aesthetic enhancements
- Preliminary Bridge Quantities and Cost Estimate
- QA/QC Review
- Prepare preliminary bridge plans
 - General Plan
 - General Elevation and Typical Section

Right-of-Way and Easement Documents. Prepare right-of-way and easement documents necessary to construct the project. Legal descriptions will be sealed by a licensed surveyor in the state of Missouri. Individual tract maps will be prepared for each taking that shows ownership boundaries, existing easements, and proposed easements. Easements will be prepared for up to sixty (60) properties.

Phase 400 – Final Design Plans

Final Design Plans. Olsson will prepare detailed drawings, technical specifications, and opinion of probable cost, and submit to City for final review and comments. The City will provide front-end documents in electronic format. After review by City, Olsson will revise final plans and specifications and submit an electronic set of bid documents.

Final design plans will include the following sheets and information:

- Cover Sheet
- General Notes
- General Layout and Survey Control (including proposed easements)
- Alignment Data
- Drainage Map
- Drainage Calculations
- Typical Sections
- Plan and Profile Sheets
- Grading Plans
- Erosion and Sediment Control Plans
- Traffic Control Plans
- Restoration Plans
- City Standard Details
- Special Details
- Cross Sections

Cambridge Roadway Design. Roadway design on Cambridge Road to support installation of the bridge will consist of the following: vertical profile adjustment, grading, ditch re-grading, sidewalk, and driveway entrance replacements.

Design efforts will include;

- Typical section of Cambridge Road and Pavement Design
- Alignment, Plan and Profile
- Intersection Layouts
- Ditch profiles
- Grading
- Erosion Control
- Driveway Entrances
- Sidewalk Details
- Layout limits of right-of-way
- Identify utility conflicts
- Pavement marking and permanent signing
- Construction signing for detour route
- Cross sections

Bridge Design. A final bridge design will be prepared in accordance with AASHTO LRFD's Bridge Design Guidelines and MoDOT's Electronic Policy Guide (EPG). Bridge quantities and construction specifications will utilize MoDOT's Standard Specifications for Highway Construction.

Design efforts will include;

- Coordination with City for Plan Reviews
- Abutment Design

- Finalize Girder Design
- Deck Design
- Bearing Design
- Camber and Geometric Control
- Approach and Sleeper Slab Layout
- Expansion Devices
- Final Bridge Quantities and Cost Estimate
- Bridge Special Provisions
- Bridge Rating and SIA Sheet
- QA/QC Review
- Prepare Construction Plans
 - General Plan and Elevation
 - General Notes & Quantities
 - Soil Boring Data
 - Substructure (End Bents 1 & 2) (3 sheets)
 - Vertical Drains at End Bents
 - Framing Plan
 - Prestressed Girder Details
 - Miscellaneous Girder Details
 - Plan of Slab Reinforcement
 - Plan of Sidewalk Reinforcement
 - Typical Section & Pouring Sequence
 - Dead Load Deflection, Slab Elevation & Haunching
 - Barrier Curb Details
 - Pedestrian Fence Details
 - Bridge Approach Slab Details
 - Bill of Reinforcing
 - As-Built Piling Data

Phase 500 – Permitting/Approvals

Olsson will prepare permit applications and documentation to obtain the necessary construction permits for the project. Client will pay all application and mitigation fees related to the project.

MDNR Land Disturbance Permit and SWPPP. Complete MDNR land disturbance permit and Stormwater Pollution Prevention Plan for the project.

USACE 404 Nationwide Permit. Complete permit application to USACE for the West Fork East Creek crossing.

Phase 600 – Bidding Services and Contract Documents

Bidding Services and Contract Documents. Olsson will prepare bid documents for an electronic plan room, respond to questions from contractors about bid documents and attend bid letting. Olsson consult with and advise the Client on the acceptability of substitute materials, subcontractors and make a recommendation for award of the construction contract. Any written addenda or clarification to the bidding documents will be prepared as required.

Phase 700 – Construction Phase Services

Construction Phase Services. Olsson will be available for discussion and consultation during the construction phase. Shop drawings submitted by the contractor will be reviewed by Olsson for conformance with design. Plan revisions will be completed on an as needed basis. Progress meetings (up to 5) will be attended as directed by the City. Olsson will prepare final record drawings from City/Contractor red-lines recorded during construction.

PROJECT EXCLUSIONS

1. Construction observation and material testing services
2. Easement acquisition, appraisals, and ROW negotiations
3. Utility relocation design
4. FEMA floodplain permits (CLOMR and LOMR)
5. Threatened and Endangered Species Investigation
6. Archeological/Cultural Resources Study
7. Street lighting plans and lighting analyses
8. Retaining Walls
9. Traffic studies

SCHEDULE FOR OLSSON'S SERVICES

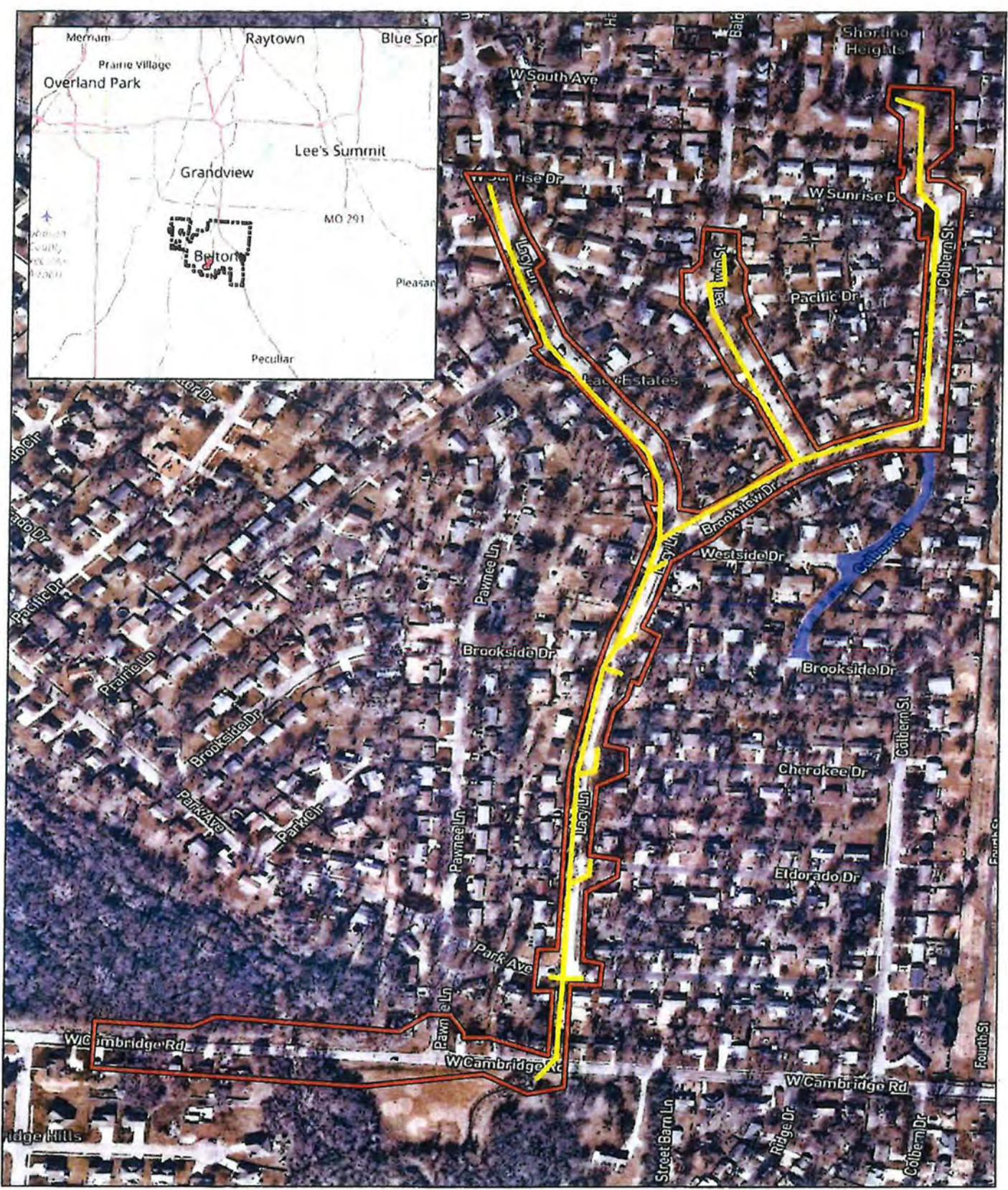
Unless otherwise agreed, Olsson expects to perform its services under the Agreement as follows:

Anticipated Start Date: July 1, 2019
Anticipated Completion Date: February 1, 2020

HOURLY FEE BREAKDOWN OF PROFESSIONAL ENGINEERING SERVICES

Task No.	TASK DESCRIPTIONS	Staff Assignment:											Total Hours	Professional Hourly Fees	Reimb. Expenses	TOTALS
		Project Manager	Sr Engineer	Project Engineer	Asst. Engineer	Env Scientist	Sr Tech	GIS/CAD Tech.	Admin. Asst.	Surveyor (RLS)	Survey (field) 2-man	Hourly Rate:				
		\$185	\$155	\$135	\$100	\$100	\$100	\$85	\$65	\$150	\$150					
Phase 100 - Project Administration																
1	Kick-off meeting and Masterplan Review		4	8	8								20	\$2,500		\$2,500
2	Project Management and Administration	120											120	\$22,200		\$22,200
	SUBTOTAL	120	4	8	8	0	0	0	0	0	0	0	140	\$24,700	\$0	\$24,700
Phase 200 - Surveying Services																
1	Field topographical survey and title work (60 properties)								2	40	198	240	\$35,830	\$14,500	\$50,330	
2	Prepare CAD basemap						194			60		254	\$28,400		\$28,400	
	SUBTOTAL	0	0	0	0	0	194	0	2	100	198	151	\$64,230	\$14,500	\$78,730	
Phase 300 - Preliminary Design																
1	Stormwater design plans		12	80	120		180					372	\$40,660	\$100	\$40,760	
1	Roadway design plans		24		64		4	28				120	\$12,900		\$12,900	
2	Utility coordination			20	40			20				80	\$8,400		\$8,400	
3	Public involvement		24	24			16					64	\$8,560	\$1,000	\$9,560	
4	Geotechnical analysis		16									16	\$2,480	\$5,000	\$7,480	
5	Bridge design		13	36	30							79	\$9,875		\$9,875	
6	Easement documents (60 properties)						180	90		90		360	\$39,150		\$39,150	
	SUBTOTAL	0	89	160	254	0	360	138	0	90	0	1091	\$122,025	\$6,100	\$128,125	
Phase 400 - Final Design																
1	Final design Stormwater plans		12	80	120		120					332	\$36,660	\$100	\$36,760	
2	Roadway design plans		24		80			124				228	\$22,260		\$22,260	
3	Bridge design		20	94	157		162					433	\$47,690		\$47,690	
	SUBTOTAL	0	56	174	357	0	282	124	0	0	0	993	\$106,610	\$100	\$106,710	
Phase 500 - Permitting																
1	MDNR permit and SWPPP				30			8				38	\$3,680		\$3,680	
2	USACE 404 permit					40						40	\$4,000		\$4,000	
	SUBTOTAL	0	0	0	30	40	0	8	0	0	0	78	\$7,680	\$0	\$7,680	
Phase 600 Bidding Services																
1	Bidding services and contract documents		4	16	16							36	\$4,380	\$100	\$4,480	
	SUBTOTAL	0	4	16	16	0	0	0	0	0	0	36	\$4,380	\$100	\$4,480	
Phase 700 Construction Phase Services																
1	Construction phase services		32	48								80	\$11,440	\$100	\$11,540	
	SUBTOTAL	0	32	48	0	0	0	0	0	0	0	80	\$11,440	\$100	\$11,540	
Total All Phases		120	185	406	665	40	836	270	2	190	198	184	\$ 341,065	\$ 20,900	\$ 361,965	
Exclusions																
1	Construction observation															
2	Easement acquisition and public meetings															
3	Utility relocation design															
4	FEMA floodplain permits															
5	T and E investigations															
6	Arch/Cultural Resources Survey															
7	Street lighting plans and analyses															
8	Retaining walls															
9	Traffic Studies															

109



Legend

- Mill and Overlay
- Proposed Storm
- Survey Limits Combined

**Lacy Estates Survey Limits
Belton, Missouri**



1 inch = 350 feet

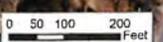




Westside Drive & Lacy Lane Stormwater Improvement Project



-  Low-Water Crossing
-  Public Storm Inlet
-  Public Storm Manhole
-  Public Storm Outlet
-  Public Storm Pipe
-  Westside Drive & Lacy Lane Stormwater Improvement Project



SECTION VI

B

AN ORDINANCE APPROVING THE REAPPROPRIATION & REVISION OF THE CITY OF BELTON FISCAL YEAR 2020 ADOPTED CITY BUDGET TO ADD AN ASSISTANT CITY ENGINEER POSITION.

WHEREAS, on March 12, 2019 under Ordinance No. 2019-4500, the City Council approved the Fiscal Year 2020 City Budget; and

WHEREAS, aging infrastructure, subsequent failure of that infrastructure and the need to continue to proactively plan for infrastructure replacement has created an immediate need for an additional assistant city engineer.

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

SECTION 1. In the General Fund, # 010 ...

INCREASE the balance by \$ 78,090 (whole dollars) of Revenue line item, # 010-0000-340-2350 , named Public Works Billing.

INCREASE the balance by \$ 55,820 (whole dollars) of Expense line item, # 010-2000-400-1110 , named Public Works – Salaries - Regular.

INCREASE the balance by \$ 4,270 (whole dollars) of Expense line item, # 010-2000-400-1230 , named Public Works – Social Security.

INCREASE the balance by \$ 13,800 (whole dollars) of Expense line item, # 010-2000-400-1205 , named Public Works – Health Insurance.

INCREASE the balance by \$ 1,300 (whole dollars) of Expense line item, # 010-2000-400-1210 , named Public Works – Dental Insurance.

INCREASE the balance by \$ 200 (whole dollars) of Expense line item, # 010-2000-400-1220 , named Public Works – Vision Insurance.

INCREASE the balance by \$ 200 (whole dollars) of Expense line item, # 010-2000-400-1215 , named Public Works – Life Insurance.

INCREASE the balance by \$ 2,500 (whole dollars) of Expense line item, # 010-2000-400-1215 , named Public Works – Workers' Compensation.

FOR THE PURPOSE OF: Adding an Assistant City Engineer position to the FY2020 budget.

SECTION 2. In the Street Fund, # 225 ...

INCREASE the balance by \$ 11,713 (whole dollars) of Expense line item, # 225-0000-400-3107 , named Public Works Billing.

DECREASE the balance by \$ 11,713 (whole dollars) of Expense line item, # 225-0000-400-9000 , named Rainy Day.

FOR THE PURPOSE OF: Adding an Assistant City Engineer position to the FY2020 budget.

SECTION 3. In the Wastewater Fund, # 660 ...

INCREASE the balance by \$ 39,045 (whole dollars) of Expense line item, # 660-0000-400-3107 , named Public Works Billing.

DECREASE the balance by \$ 39,045 (whole dollars) of Expense line item, # 660-0000-400-9000 , named Rainy Day.

FOR THE PURPOSE OF: Adjusting cash carryover to actual.

SECTION 4. In the Water Fund, # 662 ...

INCREASE the balance by \$ 27,332 (whole dollars) of Expense line item, # 662-0000-400-9000 , named Public Works Billing.

DECREASE the balance by \$ 27,332 (whole dollars) of Expense line item, # 662-0000-400-9000 , named Rainy Day.

FOR THE PURPOSE OF: Adjusting cash carryover to actual.

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

READ FOR THE FIRST TIME:

READ FOR THE SECOND TIME AND PASSED:

Mayor Jeff Davis

Approved this ____ day of ____ 2019.

Mayor Jeff Davis

ATTEST:

Andrea Cunningham, City Clerk
City of Belton, Missouri

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

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

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

Andrea Cunningham, City Clerk
City of Belton, Missouri

SECTION VI

C

ORDINANCE NO. _____

OF

CITY OF BELTON, MISSOURI

PASSED

SEPTEMBER __, 2019

AUTHORIZING

**NOT TO EXCEED \$20,000,000
GENERAL OBLIGATION BONDS
SERIES 2019**

TABLE OF CONTENTS

		<u>Page</u>
	Title	1
	Recitals.....	1
 ARTICLE I DEFINITIONS		
Section 101.	Definitions of Words and Terms.....	1
 ARTICLE II AUTHORIZATION OF BONDS		
Section 201.	Authorization of Bonds	5
Section 202.	Designation of Paying Agent	6
Section 203.	Method and Place of Payment of Bonds.....	6
Section 204.	Registration, Transfer and Exchange of Bonds	7
Section 205.	Execution, Registration, Authentication and Delivery of Bonds	8
Section 206.	Mutilated, Destroyed, Lost and Stolen Bonds	8
Section 207.	Cancellation and Destruction of Bonds Upon Payment.....	8
Section 208.	Book-Entry Bonds; Securities Depository.....	9
Section 209.	Preliminary Official Statement and Final Official Statement	10
Section 210.	Sale of Bonds	10
 ARTICLE III REDEMPTION OF BONDS		
Section 301.	Optional Redemption of Bonds.....	10
Section 302.	Selection of Bonds to Be Redeemed.....	11
Section 303.	Notice and Effect of Call for Redemption	11
 ARTICLE IV SECURITY FOR AND PAYMENT OF BONDS		
Section 401.	Security for the Bonds	13
Section 402.	Levy and Collection of Annual Tax.....	13

ARTICLE V

**ESTABLISHMENT OF FUNDS;
DEPOSIT AND APPLICATION OF MONEYS**

Section 501.	Establishment of Funds	13
Section 502.	Deposit of Bond Proceeds	13
Section 503.	Application of Moneys in the Debt Service Fund	13
Section 504.	Deposits and Investment of Moneys	14
Section 505.	Nonpresentation of Bonds	14
Section 506.	Payments Due on Saturdays, Sundays and Holidays	14
Section 507.	Application of Moneys in the Project Fund	14

ARTICLE VI

REMEDIES

Section 601.	Remedies	15
Section 602.	Limitation on Rights of Bondowners	15
Section 603.	Remedies Cumulative	15

ARTICLE VII

DEFEASANCE

Section 701.	Defeasance	16
--------------	------------------	----

ARTICLE VIII

MISCELLANEOUS PROVISIONS

Section 801.	Tax Covenants	16
Section 802.	Annual Audit.....	17
Section 803.	Amendments	17
Section 804.	Notices, Consents and Other Instruments by Bondowners	18
Section 805.	Further Authority	19
Section 806.	Severability	19
Section 807.	Governing Law	19
Section 808.	Effective Date	19
Section 809.	Electronic Transaction	19

Passage
Signatures and Seal

Exhibit A – Form of Bonds
Exhibit B – Form of Preliminary Official Statement
Exhibit C – Notice of Sale

AN ORDINANCE AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$20,000,000 PRINCIPAL AMOUNT OF GENERAL OBLIGATION BONDS, SERIES 2019 OF THE CITY OF BELTON, MISSOURI, AND CERTAIN OTHER DOCUMENTS AND ACTIONS BY THE CITY.

WHEREAS, the City of Belton, Missouri (the “City”), is a constitutional charter city and political subdivision of the State of Missouri, duly created, organized and existing under and by virtue of the Constitution and laws of the State of Missouri; and

WHEREAS, the City is authorized under the General Obligation Bond Law (as defined below), to incur indebtedness and issue and sell general obligation bonds of the City to evidence such indebtedness for lawful purposes, upon obtaining the approval of at least four-sevenths of the qualified electors of the City voting on the question to incur indebtedness at certain municipal, primary or general elections or two-thirds of the qualified electors of the City voting on the question to incur indebtedness at other elections; and

WHEREAS, pursuant to the provisions of the laws of the State of Missouri, the voters of the City, on April 2, 2019 (the “Election”), approved the issuance of \$28,000,000 of general obligation bonds (the “Voted Authority”), with \$13,750,000 authorized for the purpose of constructing, reconstructing, extending and improving the streets and roads within the City including any rights-of-way, and \$14,250,000 authorized for the purpose of constructing, reconstructing, extending and improving the City’s storm sewer system, including acquiring any rights-of way (collectively, the “Projects”); and

WHEREAS, it is hereby found and determined that it is necessary for the City to issue not to exceed \$20,000,000 of the authorized general obligation bonds for the Projects; and

WHEREAS, it is hereby found and determined that it is necessary and advisable and in the best interest of the City and of its inhabitants at this time to authorize the issuance and delivery of said bonds pursuant to the General Obligation Bond Law for the purposes aforesaid as herein provided.

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

ARTICLE I

DEFINITIONS

Section 101. Definitions of Words and Terms. In addition to words and terms defined elsewhere herein, the following words and terms as used in this Ordinance shall have the following meanings:

“**Arbitrage Instructions**” means the arbitrage investment and rebate instructions included in the City’s Federal Tax Certificate, as the same may be amended or supplemented in accordance with the provisions thereof.

“**Bond Counsel**” means Gilmore & Bell, P.C., Kansas City, Missouri, or other attorneys or firm of attorneys with a nationally recognized standing in the field of municipal bond financing selected by the City.

“**Bond Payment Date**” means any date on which principal of or interest on any Bond is payable.

“**Bond Register**” means the books for the registration, transfer and exchange of Bonds kept at the office of the Paying Agent.

“Bondowner” or **“Registered Owner”** means, when used with respect to any Bond, the Person in whose name such Bond is registered on the Bond Register.

“Bonds” means the General Obligation Bonds, Series 2019 authorized and issued by the City pursuant to this Ordinance.

“Business Day” means a day other than a Saturday, Sunday or holiday on which the Paying Agent is scheduled in the normal course of its operations to be open to the public for conduct of its banking operations.

“Cede & Co.” means Cede & Co., as nominee name of The Depository Trust Company, New York, New York, or any successor nominee of the Securities Depository with respect to the Bonds.

“Certificate of Final Terms” means the certificate by that name relating to the Bonds and executed by the City and the Purchaser.

“City” means the City of Belton, Missouri, and any successors or assigns.

“Code” means the Internal Revenue Code of 1986, as amended.

“Debt Service Fund” means the fund by that name referred to in **Section 501** hereof.

“Defaulted Interest” means interest on any Bond payable but not paid on any Interest Payment Date.

“Defeasance Obligations” means any of the following obligations:

(a) United States Government Obligations that are not subject to redemption in advance of their maturity dates;

(b) obligations of any state or political subdivision of any state, the interest on which is excluded from gross income for federal income tax purposes and which meet the following conditions:

(1) the obligations are (i) not subject to redemption prior to maturity or (ii) the trustee for such obligations has been given irrevocable instructions concerning their calling and redemption and the issuer of such obligations has covenanted not to redeem such obligations other than as set forth in such instructions;

(2) the obligations are secured by cash or United States Government Obligations that may be applied only to principal of, premium, if any, and interest payments on such obligations;

(3) such cash and the principal of and interest on such United States Government Obligations (plus any cash in the escrow fund) are sufficient to meet the liabilities of the obligations;

(4) such cash and United States Government Obligations serving as security for the obligations are held in an escrow fund by an escrow agent or a trustee irrevocably in trust; and

(5) such cash and United States Government Obligations are not available to satisfy any other claims, including those against the trustee or escrow agent; or

(c) Cash.

“General Obligation Bond Law” means Article VI, Section 26 of the Constitution of Missouri, 1945, as amended and Section 95.115 et seq., of the Revised Statutes of Missouri, as amended.

“Interest Payment Date” means the Stated Maturity of an installment of interest on any Bond.

“Maturity” means, when used with respect to any Bond, the date on which the principal of such Bond becomes due and payable as therein and herein provided, whether at the Stated Maturity thereof or call for redemption or otherwise.

“Ordinance” means this Ordinance adopted by the governing body of the City, authorizing the issuance of the Bonds, as amended from time to time.

“Outstanding” means, when used with reference to the Bonds, as of any particular date of determination, all Bonds theretofore authenticated and delivered hereunder, except the following Bonds:

(a) Bonds theretofore canceled by the Paying Agent or delivered to the Paying Agent for cancellation;

(b) Bonds deemed to be paid in accordance with the provisions of **Section 701** hereof; and

(c) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered hereunder.

“Participants” means those financial institutions for whom the Securities Depository effects book-entry transfers and pledges of securities deposited with the Securities Depository, as such listing of Participants exists at the time of such reference.

“Paying Agent” means UMB Bank, N.A., and any successors or assigns.

“Permitted Investments” means any of the following securities, if and to the extent the same are at the time legal for investment of the City’s funds:

(a) United States Government Obligations.

(b) bonds, notes or other obligations of the State of Missouri, or any political subdivision of the State of Missouri, that at the time of their purchase are rated in either of the two highest rating categories by a nationally recognized rating service.

(c) repurchase agreements with any bank, bank holding company, savings and loan association, trust company, or other financial institution organized under the laws of the United States or any state, that are continuously and fully secured by any one or more of the securities described in clause (a), (b) or (d) and have a market value at all times at least equal to the principal amount of such repurchase agreement and are held in a custodial or trust account for the benefit of the City.

- (d) obligations of Government National Mortgage Association, the Federal Financing Bank, the Federal Intermediate Credit Corporation, Federal Banks for Cooperatives, Federal Land Banks, Federal Home Loan Banks and Farm Service Agency.
- (e) certificates of deposit or time deposits, whether negotiable or nonnegotiable, issued by any bank or trust company organized under the laws of the United States or any state, provided that such certificates of deposit or time deposits shall be either (1) continuously and fully insured by the Federal Deposit Insurance Corporation, or (2) continuously and fully secured by such securities as are permitted by law, which shall have a market value at all times at least equal to the principal amount of such certificates of deposit or time deposits.
- (f) any other securities or investments that are lawful for the investment of moneys held in such funds or accounts under the laws of the State of Missouri.

“Person” means any natural person, corporation, partnership, joint venture, association, firm, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof or other public body.

“Project” shall mean constructing, reconstructing, extending and improving the streets and roads within the City including acquiring any rights-of-way, and constructing, reconstructing, extending and improving the City’s storm sewer system, including acquiring any rights-of way.

“Project Fund” means the fund by that name referred to in **Section 501**.

“Purchase Price” means the principal amount of the Bonds plus any accrued interest to the delivery date and plus any premium or discount as set forth in the bid of the Purchaser.

“Purchaser” means the purchaser selected by the City in accordance with **Section 210** and designated in the Certificate of Final Terms.

“Record Date” for the interest payable on the Bonds on any Interest Payment Date means the 15th day (whether or not a Business Day) of the calendar month next preceding such Interest Payment Date.

“Redemption Date” means, when used with respect to any Bond to be redeemed, the date fixed for the redemption of such Bond pursuant to the terms of this Ordinance.

“Redemption Price” means, when used with respect to any Bond to be redeemed, the price at which such Bond is to be redeemed pursuant to the terms of this Ordinance, including the applicable redemption premium, if any, but excluding installments of interest whose Stated Maturity is on or before the Redemption Date.

“Replacement Bonds” means Bonds issued to the beneficial owners of the Bonds in accordance with **Section 208(b)** hereof.

“Securities Depository” means, initially, The Depository Trust Company, New York, New York, and its successors and assigns.

“Special Record Date” means the date fixed by the Paying Agent pursuant to **Section 204** hereof for the payment of Defaulted Interest.

“Stated Maturity” means, when used with respect to any Bond or any installment of interest thereon, the date specified in each Bond as the fixed date on which the principal of such Bond or any installment of interest is due and payable.

“United States Government Obligations” means bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of, or obligations the principal of and interest on which are fully and unconditionally guaranteed as to full and timely payment by, the United States of America, including evidences of a direct ownership interest in future interest or principal payments on obligations issued or guaranteed by the United States of America (including the interest component of obligations of the Resolution Funding Corporation), or securities that represent an undivided interest in such obligations, which obligations are held in a custodial or trust account for the benefit of the City.

ARTICLE II

AUTHORIZATION OF BONDS

Section 201. Authorization of Bonds. There shall be issued and hereby are authorized and directed to be issued the General Obligation Bonds, Series 2019 of the City in a principal amount of not to exceed \$20,000,000 (the “Bonds”), for the purpose of financing a portion of the costs of the Projects and paying costs related to the issuance of the Bonds. The Bonds shall consist of fully registered bonds without coupons, numbered from R-1 upward in order of issuance, and shall be issued in denominations of \$5,000 or any integral multiple thereof. The Bonds shall be substantially in the form set forth in **Exhibit A** attached hereto, and shall be subject to registration, transfer and exchange as provided in **Section 204** hereof.

All of the Bonds shall be dated their date of delivery, shall become due as set forth below, shall be subject to redemption and payment prior to their Stated Maturities subject to redemption and payment prior to their Stated Maturities, and shall bear interest at the respective rates per annum, as set forth in the Certificate of Final Terms; provided that (1) the principal amount of the Bonds shall not exceed \$20,000,000, (2) the Bonds shall have a final maturity not later than 2039, (3) the Bonds shall have a weighted average maturity of not less than 10 years and not more than 14 years, (4) the Bonds shall bear interest at various interest rates not to exceed a true interest cost of 4.50% per annum, and (5) the Bonds shall be subject to optional redemption prior to maturity no later than 2029. The final terms of the Bonds shall be specified in the Certificate of Final Terms upon the execution thereof, and the signatures of the officers of the City executing the Certificate of Final Terms shall constitute conclusive evidence of their approval and the City’s approval thereof.

The Bonds shall bear interest at the above-specified rates (computed on the basis of a 360-day year of twelve 30-day months) from the date thereof or from the most recent Interest Payment Date to which interest has been paid or duly provided for, payable semiannually on March 1 and September 1 in each year, beginning on March 1, 2020.

Each of the Bonds, as originally issued or issued upon transfer, exchange or substitution, shall be in substantially the form set forth in **Exhibit A** attached hereto.

Section 202. Designation of Paying Agent. UMB Bank, N.A., is hereby designated as the City’s paying agent for the payment of principal of and interest on the Bonds and bond registrar with respect to the registration, transfer and exchange of Bonds (the “Paying Agent”).

The City will at all times maintain a Paying Agent meeting the qualifications herein described for the performance of the duties hereunder. The City reserves the right to appoint a successor Paying Agent by (1) filing with the Paying Agent then performing such function a certified copy of the proceedings giving notice of the termination of such Paying Agent and appointing a successor, and (2) causing notice of the appointment

of the successor Paying Agent to be given by first class mail to each Bondowner. The Paying Agent may resign upon giving written notice by first class mail to the City and the Registered Owners not less than 60 days prior to the date such resignation is to take effect. No resignation or removal of the Paying Agent shall become effective until a successor acceptable to the City has been appointed and has accepted the duties of Paying Agent.

Every Paying Agent appointed hereunder shall at all times be a commercial banking association or corporation or trust company authorized to do business in the State of Missouri, organized and doing business under the laws of the United States of America or of the State of Missouri, authorized under such laws to exercise trust powers and subject to supervision or examination by federal or state regulatory authority.

Section 203. Method and Place of Payment of Bonds. The principal or Redemption Price and interest on the Bonds shall be payable in any coin or currency of the United States of America that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts.

The principal or Redemption Price of each Bond shall be paid at Maturity by check or draft to the Person in whose name such Bond is registered on the Bond Register at the Maturity thereof, upon presentation and surrender of such Bond at the payment office of the Paying Agent.

The interest payable on each Bond on any Interest Payment Date shall be paid to the Registered Owner of such Bond as shown on the Bond Register at the close of business on the Record Date for such interest by (a) check or draft mailed by the Paying Agent to the address of such Registered Owner shown on the Bond Register, or (b) in the case of an interest payment to (i) the Securities Depository, or (ii) any Registered Owner of \$500,000 or more in aggregate principal amount of Bonds, by electronic transfer to such Registered Owner upon written notice signed by such Registered Owner given to the Paying Agent by such Registered Owner, not less than 5 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank (which shall be in the continental United States), ABA routing number and account name and account number to which such Registered Owner wishes to have such transfer directed.

Notwithstanding the foregoing provisions of this Section, any Defaulted Interest with respect to any Bond shall cease to be payable to the Registered Owner of such Bond on the relevant Record Date and shall be payable to the Registered Owner in whose name such Bond is registered at the close of business on the Special Record Date for the payment of such Defaulted Interest, which Special Record Date shall be fixed as hereinafter specified in this paragraph. The City shall notify the Paying Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment (which date shall be at least 30 days after receipt of such notice by the Paying Agent) and shall deposit with the Paying Agent at the time of such notice an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Paying Agent for such deposit prior to the date of the proposed payment. Following receipt of such funds the Paying Agent shall fix a Special Record Date for the payment of such Defaulted Interest that shall be not more than 15 nor less than 10 days prior to the date of the proposed payment. The Paying Agent shall promptly notify the City of such Special Record Date and, in the name and at the expense of the City, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, by first class mail, postage prepaid, to each Registered Owner of a Bond entitled to such notice at the address of such Registered Owner as it appears on the Bond Register not less than 10 days prior to such Special Record Date.

Section 204. Registration, Transfer and Exchange of Bonds. The City covenants that, as long as any of the Bonds remain Outstanding, it will cause the Bond Register to be kept at the office of the Paying Agent as herein provided. Each Bond when issued shall be registered in the name of the owner thereof on the Bond Register.

Bonds may be transferred and exchanged only on the Bond Register as provided in this Section. Upon surrender of any Bond at the payment office of the Paying Agent, the Paying Agent shall transfer or exchange such Bond for a new Bond or Bonds in any authorized denomination of the same Stated Maturity and in the same aggregate principal amount as the Bond that was presented for transfer or exchange. Bonds presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in a form and with guarantee of signature satisfactory to the Paying Agent, duly executed by the Registered Owner thereof or by the Registered Owner's duly authorized agent.

In all cases in which the privilege of transferring or exchanging Bonds is exercised, the Paying Agent shall authenticate and deliver Bonds in accordance with the provisions of this Ordinance. The City shall pay the fees and expenses of the Paying Agent for the registration, transfer and exchange of Bonds provided for by this Ordinance and the cost of printing a reasonable supply of registered bond blanks. Any additional costs or fees that might be incurred in the secondary market, other than fees and expenses of the Paying Agent, are the responsibility of the Registered Owners of the Bonds. In the event any Registered Owner fails to provide a correct taxpayer identification number to the Paying Agent, the Paying Agent may make a charge against such Registered Owner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Section 3406 of the Code, such amount may be deducted by the Paying Agent from amounts otherwise payable to such Registered Owner hereunder or under the Bonds.

The City and the Paying Agent shall not be required (a) to register the transfer or exchange of any Bond that has been called for redemption after notice of such redemption has been mailed by the Paying Agent pursuant to **Section 303** hereof and during the period of 15 days next preceding the date of mailing of such notice of redemption; or (b) to register the transfer or exchange of any Bond during a period beginning at the opening of business on the day after receiving written notice from the City of its intent to pay Defaulted Interest and ending at the close of business on the date fixed for the payment of Defaulted Interest pursuant to **Section 203** hereof.

The City and the Paying Agent may deem and treat the Person in whose name any Bond is registered on the Bond Register as the absolute owner of such Bond, whether such Bond is overdue or not, for the purpose of receiving payment of, or on account of, said Bond and for all other purposes. All payments so made to any such Registered Owner or upon the Registered Owner's order shall be valid and effective to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the City nor the Paying Agent shall be affected by any notice to the contrary.

At reasonable times and under reasonable regulations established by the Paying Agent, the Bond Register may be inspected and copied by the Registered Owners of 10% or more in principal amount of the Bonds then Outstanding or any designated representative of such Registered Owners whose authority is evidenced to the satisfaction of the Paying Agent.

Section 205. Execution, Registration, Authentication and Delivery of Bonds. Each of the Bonds, including any Bonds issued in exchange or as substitutions for the Bonds initially delivered, shall be signed by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the City Clerk and shall have the official seal of the City affixed or imprinted thereon. In case any officer whose signature appears on any Bond ceases to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes, as if such person had remained in office until delivery. Any Bond may be signed by such persons who at the actual time of the execution of such Bond are the proper officers to sign such Bond although at the date of such Bond such persons may not have been such officers.

The Mayor and City Clerk are hereby authorized and directed to prepare and execute the Bonds in the manner herein specified, and, when duly executed and registered, to deliver the Bonds to the Paying Agent for authentication.

The Bonds shall have endorsed thereon a certificate of authentication substantially in the form set forth in **Exhibit A** attached hereto, which shall be manually executed by an authorized officer or employee of the Paying Agent, but it shall not be necessary that the same officer or employee sign the certificate of authentication on all of the Bonds that may be issued hereunder at any one time. No Bond shall be entitled to any security or benefit under this Ordinance or be valid or obligatory for any purpose unless and until such certificate of authentication has been duly executed by the Paying Agent. Such executed certificate of authentication upon any Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Ordinance. Upon authentication, the Paying Agent shall deliver the Bonds to or upon the order of the Purchaser upon payment of the purchase price of the Bonds plus accrued interest thereon to the date of their delivery.

Section 206. Mutilated, Destroyed, Lost and Stolen Bonds. If (a) any mutilated Bond is surrendered to the Paying Agent or the Paying Agent receives evidence to its satisfaction of the destruction, loss or theft of any Bond, and (b) there is delivered to the Paying Agent such security or indemnity as may be required by the Paying Agent, then, in the absence of notice to the Paying Agent that such Bond has been acquired by a bona fide purchaser, the City shall execute and the Paying Agent shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Bond, a new Bond of the same Stated Maturity and of like tenor and principal amount.

If any such mutilated, destroyed, lost or stolen Bond has become or is about to become due and payable, the Paying Agent, in its discretion, may pay such Bond instead of delivering a new Bond.

Upon the issuance of any new Bond under this Section, the City may require the payment by the Registered Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Paying Agent) connected therewith.

Every new Bond issued pursuant to this Section shall constitute a replacement of the prior obligation of the City, and shall be entitled to all the benefits of this Ordinance equally and ratably with all other Outstanding Bonds.

Section 207. Cancellation and Destruction of Bonds Upon Payment. All Bonds that have been paid or redeemed or that otherwise have been surrendered to the Paying Agent, either at or before Maturity, shall be canceled by the Paying Agent promptly upon the payment, redemption and surrender thereof to the Paying Agent and subsequently destroyed in accordance with the customary practices of the Paying Agent. The Paying Agent shall execute a certificate describing the Bonds so canceled and destroyed and shall file an executed counterpart of such certificate with the City.

Section 208. Book-Entry Bonds; Securities Depository.

(a) The Bonds shall initially be registered to Cede & Co., the nominee for the Securities Depository, and no beneficial owner will receive certificates representing their respective interest in the Bonds, except in the event the Paying Agent issues Replacement Bonds as provided in subsection (b) hereof. It is anticipated that during the term of the Bonds, the Securities Depository will make book-entry transfers among its Participants and receive and transmit payment of principal of, premium, if any, and interest on, the Bonds to the Participants until and unless the Paying Agent authenticates and delivers Replacement Bonds to the beneficial owners as described in subsection (b).

(b) (1) If the City determines (A) that the Securities Depository is unable to properly discharge its responsibilities, or (B) that the Securities Depository is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, or (C) that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Bondowner other than Cede & Co. is no longer in the best interests of the beneficial owners of the Bonds, or (2) if the Paying Agent receives written notice from Participants having interests in not less than 50% of the Bonds Outstanding, as shown on the records of the Securities Depository (and certified to such effect by the Securities Depository), that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Bondowner other than Cede & Co. is no longer in the best interests of the beneficial owners of the Bonds, then the Paying Agent, in accordance with the operational arrangements of the Securities Depository, shall notify the Bondowners of such determination or such notice and of the availability of certificates to Owners requesting the same, and the Paying Agent shall register in the name of and authenticate and deliver Replacement Bonds to the beneficial owners or their nominees in principal amounts representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption; provided, that in the case of a determination under (1)(A) or (1)(B) of this subsection (b), the City, with the consent of the Paying Agent, may select a successor securities depository in accordance with **Section 208(c)** hereof to effect book-entry transfers. In such event, all references to the Securities Depository herein shall relate to the period of time when the Securities Depository or its nominee is the registered owner of at least one Bond. Upon the issuance of Replacement Bonds, all references herein to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the Paying Agent, to the extent applicable with respect to such Replacement Bonds. If the Securities Depository resigns and the City, the Paying Agent or Bondowners are unable to locate a qualified successor of the Securities Depository in accordance with **Section 208(c)** hereof, then the Paying Agent shall authenticate and cause delivery of Replacement Bonds to Bondowners, as provided herein. The Paying Agent may rely on information from the Securities Depository and its Participants as to the names of, addresses for and principal amounts held by the beneficial owners of the Bonds. The cost of mailing notices, printing, registration, authentication, and delivery of Replacement Bonds shall be paid for by the City.

(c) In the event the Securities Depository resigns, is unable to properly discharge its responsibilities, or is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, the City may appoint a successor Securities Depository provided the Paying Agent receives written evidence satisfactory to the Paying Agent with respect to the ability of the successor Securities Depository to discharge its responsibilities. Any such successor Securities Depository shall be a securities depository that is a registered clearing agency under the Securities and Exchange Act of 1934, as amended, or other applicable statute or regulation that operates a securities depository upon reasonable and customary terms. The Paying Agent upon its receipt of a Bond or Bonds for cancellation shall cause the delivery of Bonds to the successor Securities Depository in appropriate denominations and form as provided herein.

Section 209. Preliminary Official Statement and Final Official Statement. The Preliminary Official Statement, in the form on file with the City and attached hereto as **Exhibit B**, is hereby ratified and approved and the Final Official Statement is hereby authorized and approved by supplementing, amending and completing the Preliminary Official Statement, with such changes and additions thereto as are necessary to conform to and describe the transactions related to the issuance of the Bonds. The Mayor is hereby authorized to execute the Final Official Statement as so supplemented, amended and completed, and the use and public distribution of the Final Official Statement by the Purchaser in connection with the reoffering of the Bonds is hereby authorized. The proper officials of the City are hereby authorized to execute and deliver a certificate pertaining to such Final Official Statement as prescribed therein, dated as of the date of payment for and delivery of the Bonds.

For the purpose of enabling the Purchaser to comply with the requirements of Rule 15c2-12(b)(1) of the Securities and Exchange Commission, the City hereby deems the information regarding the City contained in the Preliminary Official Statement to be “final” as of its date, except for the omission of such information as is permitted by Rule 15c2-12(b)(1), and the appropriate officers of the City are hereby authorized, if requested, to provide the Purchaser a letter or certification to such effect and to take such other actions or execute such other documents as such officers in their reasonable judgment deem necessary to enable the Purchaser to comply with the requirement of such rule.

The City agrees to provide to the Purchaser within seven business days of the date of the sale of Bonds sufficient copies of the Final Official Statement to enable the Purchaser to comply with the requirements of Rule 15c2-12(b)(4) of the Securities and Exchange Commission and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board.

Section 210. Sale of Bonds. The Bonds shall be sold at public sale to the Purchaser whose bid complies with **Section 202** hereof and the Notice of Sale circulated for the sale of the Bonds and attached hereto as **Exhibit C**, is not otherwise rejected by the City in accordance with the provisions of the Notice of Sale and will result in the lowest “true interest cost” as provided in the Notice of Sale. The Bonds shall be sold to the Purchaser at the Purchase Price set forth in the winning bid, as such Purchase Price may be adjusted in connection with issue sizing adjustments made in accordance with the terms of the Notice of Sale. The Mayor is authorized to accept the Purchaser’s winning bid and to execute a Certificate of Final Terms for and on behalf of and as the act and deed of the City, such officer’s signature thereon being conclusive evidence of such official’s and the City’s approval thereof. Delivery of the Bonds shall be made to the Purchaser as soon as practicable after the adoption of this Ordinance and the acceptance of the Purchaser’s bid, upon payment therefor in accordance with the terms of sale.

ARTICLE III

OPTIONAL REDEMPTION OF BONDS

Section 301. Optional Redemption of Bonds.

(a) At the option of the City, the Bonds may be called for redemption and payment prior to maturity not later than March 1, 20__ and thereafter, in whole or in part at any time, at the Redemption Price of 100% of the principal amount thereof, plus accrued interest thereon to the Redemption Date, as provided in a bid by the Purchaser in response to the Notice of Sale and set forth in the Certificate of Final Terms.

(b) The Bonds shall be subject to mandatory sinking fund redemption upon the terms, if any, provided in a bid by the Purchaser in response to the Notice of Sale and set forth in the Certificate of Final Terms.

Section 302. Selection of Bonds to Be Redeemed.

(a) The Paying Agent shall call Bonds for redemption and payment and shall give notice of such redemption as herein provided upon receipt by the Paying Agent at least 35 days prior to the Redemption Date of written instructions of the City specifying the principal amount, Stated Maturities, Redemption Date and Redemption Prices of the Bonds to be called for redemption. If the Bonds are refunded more than 90 days in advance of such Redemption Date, any escrow agreement entered into by the City in connection with such refunding shall provide that such written instructions to the Paying Agent shall be given by or on behalf of the City not more than 90 days prior to the Redemption Date. The Paying Agent may in its discretion waive such notice period so long as the notice requirements set forth in **Section 303** are met. The foregoing provisions of this paragraph shall not apply to the mandatory redemption of Bonds hereunder, and Bonds shall be called by the Paying Agent for redemption pursuant to such mandatory redemption requirements

without the necessity of any action by the City and whether or not the Paying Agent shall hold moneys available and sufficient to effect the required redemption.

(b) Bonds shall be redeemed only in the principal amount of \$5,000 or any integral multiple thereof. When less than all of the Outstanding Bonds are to be redeemed, such Bonds shall be redeemed from Stated Maturities selected by the City, and Bonds of less than a full Stated Maturity shall be selected by the Paying Agent in \$5,000 units of principal amount by lot or in such other equitable manner as the Paying Agent may determine.

(c) In the case of a partial redemption of Bonds when Bonds of denominations greater than \$5,000 are then Outstanding, then for all purposes in connection with such redemption each \$5,000 of face value shall be treated as though it were a separate Bond of the denomination of \$5,000. If it is determined that one or more, but not all, of the \$5,000 units of face value represented by any Bond are selected for redemption, then upon notice of intention to redeem such \$5,000 unit or units, the Registered Owner of such Bond or the Registered Owner's duly authorized agent shall present and surrender such Bond to the Paying Agent (1) for payment of the Redemption Price and any accrued interest to the Redemption Date of such \$5,000 unit or units of face value called for redemption, and (2) for exchange, without charge to the Registered Owner thereof, for a new Bond or Bonds of the aggregate principal amount of the unredeemed portion of the principal amount of such Bond. If the Registered Owner of any such Bond fails to present such Bond to the Paying Agent for payment and exchange as aforesaid, such Bond shall, nevertheless, become due and payable on the redemption date to the extent of the \$5,000 unit or units of face value called for redemption (and to that extent only).

Section 303. Notice and Effect of Call for Redemption. Unless waived by any Registered Owner of Bonds to be redeemed, official notice of any redemption shall be given by the Paying Agent on behalf of the City by mailing a copy of an official redemption notice by first class mail at least 20 days prior to the Redemption Date to the Purchaser of the Bonds and each Registered Owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register.

All official notices of redemption shall be dated and shall contain the following information:

- (a) the Redemption Date;
- (b) the Redemption Price;
- (c) if less than all Outstanding Bonds of a maturity are to be redeemed, the identification (such identification to include interest rates, maturities, CUSIP numbers and such additional information as the Paying Agent may reasonably determine) of the Bonds to be redeemed;
- (d) a statement that on the Redemption Date the Redemption Price will become due and payable upon each such Bond or portion thereof called for redemption and that interest thereon shall cease to accrue from and after the Redemption Date; and
- (e) the place where such Bonds are to be surrendered for payment of the Redemption Price, which shall be the payment office of the Paying Agent.

The failure of any Registered Owner to receive notice given as heretofore provided or any defect therein shall not invalidate any redemption.

Prior to any Redemption Date, the City shall deposit with the Paying Agent an amount of money sufficient to pay the Redemption Price of all the Bonds or portions of Bonds that are to be redeemed on that date.

Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds to be redeemed shall become due and payable on the Redemption Date, at the Redemption Price therein specified, and from and after the Redemption Date (unless the City defaults in the payment of the Redemption Price) such Bonds or portion of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with such notice, the Redemption Price of such Bonds shall be paid by the Paying Agent. Installments of interest due on or prior to the Redemption Date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Bond, there shall be prepared for the Registered Owner a new Bond or Bonds of the same Stated Maturity in the amount of the unpaid principal as provided herein. All Bonds that have been surrendered for redemption shall be canceled and destroyed by the Paying Agent as provided herein and shall not be reissued.

In addition to the foregoing notice, further notice shall be given by the Paying Agent on behalf of the City as set out below, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if official notice thereof is given as above prescribed.

(a) Each further notice of redemption given hereunder shall contain the information required above for an official notice of redemption plus (1) the CUSIP numbers of all Bonds being redeemed; (2) the date of issue of the Bonds as originally issued; (3) the rate of interest borne by each Bond being redeemed; (4) the maturity date of each Bond being redeemed; and (5) any other descriptive information needed to identify accurately the Bonds being redeemed.

(b) Each further notice of redemption shall be sent at least one day before the mailing of notice to Bondowners by first class, registered or certified mail or overnight delivery, as determined by the Paying Agent, to all registered securities depositories then in the business of holding substantial amounts of obligations of types comprising the Bonds and to one or more national information services that disseminate notices of redemption of obligations such as the Bonds.

(c) Each check or other transfer of funds issued for the payment of the Redemption Price of Bonds being redeemed shall bear or have enclosed the CUSIP number of the Bonds being redeemed with the proceeds of such check or other transfer.

The Paying Agent is also directed to comply with any mandatory standards then in effect for processing redemptions of municipal securities established by the Securities and Exchange Commission. Failure to comply with such standards shall not affect or invalidate the redemption of any Bond.

For so long as the Securities Depository is effecting book-entry transfers of the Bonds, the Paying Agent shall provide the notices specified in this Section to the Securities Depository. It is expected that the Securities Depository shall, in turn, notify its Participants and that the Participants, in turn, will notify or cause to be notified the beneficial owners. Any failure on the part of the Securities Depository or a Participant, or failure on the part of a nominee of a beneficial owner of a Bond (having been mailed notice from the Paying Agent, the Securities Depository, a Participant or otherwise) to notify the beneficial owner of the Bond so affected, shall not affect the validity of the redemption of such Bond.

ARTICLE IV

SECURITY FOR AND PAYMENT OF BONDS

Section 401. Security for the Bonds. The Bonds shall be general obligations of the City payable from ad valorem taxes that may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the City. The full faith, credit and resources of the City are hereby irrevocably pledged for the prompt payment of the Bonds as the same become due.

Section 402. Levy and Collection of Annual Tax. For the purpose of providing for the payment of the Bonds as the same become due, there is hereby levied upon all of the taxable tangible property within the City a direct annual tax sufficient to produce the amounts necessary for the payment of the Bonds as the same become due and payable in each year.

The taxes referred to above shall be extended upon the tax rolls in each of the several years, respectively, and shall be levied and collected at the same time and in the same manner as the other ad valorem taxes of the City are levied and collected. The proceeds derived from said taxes shall be deposited in the Debt Service Fund, shall be kept separate and apart from all other funds of the City and shall be used for the payment of the Bonds as and when the same become due and the fees and expenses of the Paying Agent.

If at any time said taxes are not collected in time to pay the Bonds when due, the Finance Director is hereby authorized and directed to pay said Bonds out of the general funds of the City and to reimburse said general funds for money so expended when said taxes are collected.

ARTICLE V

ESTABLISHMENT OF FUNDS; DEPOSIT AND APPLICATION OF MONEYS

Section 501. Establishment of Funds. There have been or shall be established in the treasury of the City and shall be held and administered by the Finance Director of the City the following separate funds:

- (a) Project Fund.
- (b) Debt Service Fund.

Section 502. Deposit of Bond Proceeds. The net proceeds received from the sale of the Bonds shall be deposited simultaneously with the delivery of the Bonds in the Project Fund.

Section 503. Application of Moneys in Debt Service Fund. All amounts paid and credited to the Debt Service Fund shall be expended and used by the City for the purpose of paying the Bonds as and when the same become due and the usual and customary fees and expenses of the Paying Agent. The Finance Director is authorized and directed to withdraw from the Debt Service Fund sums sufficient to pay the Bonds and the fees and expenses of the Paying Agent as and when the same become due, and to forward such sums to the Paying Agent in a manner that ensures that the Paying Agent will receive immediately available funds in such amounts on or before the Business Day immediately preceding the dates when such principal, interest and fees of the Paying Agent will become due. If, through the lapse of time or otherwise, the Registered Owners of Bonds are no longer entitled to enforce payment of the Bonds or the interest thereon, the Paying Agent shall return said funds to the City. All moneys deposited with the Paying Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Ordinance and shall be held

in trust by the Paying Agent for the benefit of the Registered Owners of the Bonds entitled to payment from such moneys.

Any moneys or investments remaining in the Debt Service Fund after the retirement of the indebtedness for which the Bonds were issued and all other indebtedness of the City shall be transferred and paid into the general fund of the City or as otherwise required by law.

Section 504. Deposits and Investment of Moneys. Moneys in each of the funds created by and referred to in this Ordinance shall be deposited in a bank or banks or other legally permitted financial institutions authorized to do business in the State of Missouri that are members of the Federal Deposit Insurance Corporation. All such deposits shall be continuously and adequately secured by the financial institutions holding such deposits as provided by the laws of the State of Missouri. All moneys held in the funds created by this Ordinance shall be kept separate and apart from all other funds of the City so that there shall be no commingling of such funds with any other funds of the City.

Moneys held in any fund referred to in this Ordinance may be invested by the Finance Director at the direction of the City Council, in accordance with this Ordinance and the Arbitrage Instructions, in Permitted Investments; provided, however, that no such investment shall be made for a period extending longer than to the date when the moneys invested may be needed for the purpose for which such fund was created. All earnings on any investments held in any fund shall accrue to and become a part of such fund.

Section 505. Nonpresentment of Bonds. If any Bond is not presented for payment when due, if funds sufficient to pay such Bond have been made available to the Paying Agent, all liability of the City to the Registered Owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the Registered Owner of such Bond, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Ordinance or on, or with respect to, said Bond. If any Bond is not presented for payment within one year following the date when such Bond becomes due at Maturity, the Paying Agent shall repay to the City without liability for interest thereon the funds theretofore held by it for payment of such Bond, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the City, and the Registered Owner thereof shall be entitled to look only to the City for payment, and then only to the extent of the amount so repaid to it by the Paying Agent, and the City or the Paying Agent shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

Section 506. Payments Due on Saturdays, Sundays and Holidays. In any case where a Bond Payment Date is not a Business Day, then payment of principal, Redemption Price or interest need not be made on such Bond Payment Date but may be made on the next succeeding Business Day with the same force and effect as if made on such Bond Payment Date, and no interest shall accrue for the period after such Bond Payment Date.

Section 507. Application of Moneys in the Project Fund. Moneys in the Project Fund shall be used by the City solely for the purpose of paying the costs of the Projects for which the Bonds have been voted and authorized, in accordance with the plans and specifications therefor prepared by the City's architects or engineers heretofore approved by the City Council and on file in the office of the City Clerk, including any alterations in or amendments to said plans and specifications deemed advisable and approved by the City, and paying the costs and expenses of issuing the Bonds.

The Finance Director shall make withdrawals from the Project Fund only upon duly authorized and executed order of the City Council therefor for a purpose within the scope of this Ordinance. Upon completion

of the purpose for which the Bonds have been issued, any surplus remaining in the Project Fund shall be transferred to and deposited in the Debt Service Fund.

ARTICLE VI

REMEDIES

Section 601. Remedies. The provisions of this Ordinance, including the covenants and agreements herein contained, shall constitute a contract between the City and the Registered Owners of the Bonds, and the Registered Owner or Owners of not less than 10% in principal amount of the Bonds at the time Outstanding shall have the right for the equal benefit and protection of all Registered Owners of Bonds similarly situated:

(a) by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of such Registered Owner or Owners against the City and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of this Ordinance or by the constitution and laws of the State of Missouri;

(b) by suit, action or other proceedings in equity or at law to require the City, its officers, agents and employees to account as if they were the trustees of an express trust; and

(c) by suit, action or other proceedings in equity or at law to enjoin any acts or things that may be unlawful or in violation of the rights of the Registered Owners of the Bonds.

Section 602. Limitation on Rights of Bondowners. The covenants and agreements of the City contained herein and in the Bonds shall be for the equal benefit, protection and security of the legal owners of any or all of the Bonds. All of the Bonds shall be of equal rank and without preference or priority of one Bond over any other Bond in the application of the funds herein pledged to the payment of the Bonds, or otherwise, except as to rate of interest, or date of Maturity or right of prior redemption as provided in this Ordinance. No one or more Bondowners secured hereby shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security granted and provided for herein, or to enforce any right hereunder, except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Registered Owners of such Outstanding Bonds.

Section 603. Remedies Cumulative. No remedy conferred herein upon the Bondowners is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred herein. No waiver of any default or breach of duty or contract by the Registered Owner of any Bond shall extend to or affect any subsequent default or breach of duty or contract or shall impair any rights or remedies consequent thereon. No delay or omission of any Bondowner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein. Every substantive right and every remedy conferred upon the Registered Owners of the Bonds by this Ordinance may be enforced and exercised from time to time and as often as may be deemed expedient. If any suit, action or proceedings taken by any Bondowner on account of any default or to enforce any right or exercise any remedy has been discontinued or abandoned for any reason, or has been determined adversely to such Bondowner, then, and in every such case, the City and the Registered Owners of the Bonds shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Bondowners shall continue as if no such suit, action or other proceedings had been brought or taken.

ARTICLE VII

DEFEASANCE

Section 701. Defeasance. When any or all of the Bonds or scheduled interest payments thereon have been paid and discharged, then the requirements contained in this Ordinance and the pledge of the City's faith and credit hereunder and all other rights granted hereby shall terminate with respect to the Bonds or scheduled interest payments thereon so paid and discharged. Bonds or scheduled interest payments thereon shall be deemed to have been paid and discharged within the meaning of this Ordinance if there has been deposited with the Paying Agent, or other commercial bank or trust company authorized to do business in the State of Missouri and having full trust powers, at or prior to the Stated Maturity or Redemption Date of said Bonds or the interest payments thereon, in trust for and irrevocably appropriated thereto, moneys and/or Defeasance Obligations that, together with the interest to be earned on any such Defeasance Obligations, will be sufficient for the payment of the Bonds to the Stated Maturity or Redemption Date, or if default in such payment has occurred on such date, then to the date of the tender of such payments; provided, however, that if any such Bonds are to be redeemed prior to their Stated Maturity, (1) the City has elected to redeem such Bonds, and (2) either notice of such redemption has been given, or the City has given irrevocable instructions, or shall have provided for an escrow agent to give irrevocable instructions, to the Paying Agent to give such notice of redemption in compliance with **Section 303** of this Ordinance. Any money and Defeasance Obligations that at any time shall be deposited with the Paying Agent or other commercial bank or trust company by or on behalf of the City, for the purpose of paying and discharging any of the Bonds, shall be and are hereby assigned, transferred and set over to the Paying Agent or other bank or trust company in trust for the respective Registered Owners of the Bonds, and such moneys shall be and are hereby irrevocably appropriated to the payment and discharge thereof. All money and Defeasance Obligations deposited with the Paying Agent or other bank or trust company shall be deemed to be deposited in accordance with and subject to all of the provisions of this Ordinance.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

Section 801. Tax Covenants.

(a) The City covenants and agrees that (1) it will comply with all applicable provisions of the Code, including Sections 103 and 141 through 150, necessary to maintain the exclusion from federal gross income of the interest on the Bonds, and (2) it will not use or permit the use of any proceeds of Bonds or any other funds of the City, nor take or permit any other action, or fail to take any action, that would adversely affect the exclusion from federal gross income of the interest on the Bonds. The City will also adopt such other ordinances or resolutions and take such other actions as may be necessary to comply with the Code and with other applicable future law, in order to ensure that the interest on the Bonds will remain excluded from federal gross income, to the extent any such actions can be taken by the City.

(b) The City covenants and agrees that (1) it will use the proceeds of the Bonds as soon as practicable and with all reasonable dispatch for the purposes for which the Bonds are issued, and (2) it will not invest or directly or indirectly use or permit the use of any proceeds of the Bonds or any other funds of the City in any manner, or take or omit to take any action, that would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148(a) of the Code.

(c) The City covenants and agrees that it will pay or provide for the payment from time to time of all rebatable arbitrage to the United States pursuant to Section 148(f) of the Code and the Arbitrage Instructions. This covenant shall survive payment in full or defeasance of the Bonds. The Arbitrage

Instructions may be amended or replaced if, in the opinion of Bond Counsel nationally recognized on the subject of municipal bonds, such amendment or replacement will not adversely affect the exclusion from federal gross income of the interest on the Bonds.

(d) The City covenants and agrees that it will not use any portion of the proceeds of the Bonds, including any investment income earned on such proceeds, directly or indirectly, (1) in a manner that would cause any Bond to be a "private activity bond" within the meaning of Section 141(a) of the Code, or (2) to make or finance a loan to any Person.

(e) The foregoing covenants shall remain in full force and effect notwithstanding the defeasance of the Bonds pursuant to **Article VII** of this Ordinance or any other provision of this Ordinance, until the final maturity date of all Bonds Outstanding.

Section 802. Annual Audit. Annually, promptly after the end of the fiscal year, the City will cause an audit to be made of its funds and accounts for the preceding fiscal year by an independent public accountant or firm of independent public accountants. Within 30 days after the completion of each such audit, a copy thereof shall be filed in the office of the City Clerk, and a duplicate copy of the audit shall be submitted to the Municipal Securities Rulemaking Board through the Electronic Municipal Market Access system. Such audits shall at all times during the usual business hours be open to the examination and inspection by any Registered Owner of any of the Bonds, or by anyone acting for or on behalf of such Registered Owner.

As soon as possible after the completion of the annual audit, the governing body of the City shall review such audit, and if the audit discloses that proper provision has not been made for all of the requirements of this Ordinance, the City shall promptly cure such deficiency.

Section 803. Amendments. The rights and duties of the City and the Bondowners, and the terms and provisions of the Bonds or of this Ordinance, may be amended or modified at any time in any respect by ordinance of the City with the written consent of the Registered Owners of not less than a majority in principal amount of the Bonds then Outstanding, such consent to be evidenced by an instrument or instruments executed by such Registered Owners and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument or instruments shall be filed with the City Clerk, but no such modification or alteration shall:

- (a) extend the maturity of any payment due upon any Bond;
- (b) effect a reduction in the amount that the City is required to pay on any Bond;
- (c) permit preference or priority of any Bond over any other Bond; or
- (d) reduce the percentage in principal amount of Bonds required for the written consent to any modification or alteration of the provisions of this Ordinance.

Any provision of the Bonds or of this Ordinance may, however, be amended or modified by ordinance duly adopted by the governing body of the City at any time in any legal respect with the written consent of the Registered Owners of all of the Bonds at the time Outstanding.

Without notice to or the consent of any Bondowners, the City may amend or supplement this Ordinance for the purpose of curing any formal defect, omission, inconsistency or ambiguity therein or in connection with any other change therein that is not materially adverse to the security of the Bondowners.

Every amendment or modification of the provisions of the Bonds or of this Ordinance, to which the written consent of the Bondowners is given, as above provided, shall be expressed in an ordinance adopted by the governing body of the City amending or supplementing the provisions of this Ordinance and shall be deemed to be a part of this Ordinance. A certified copy of every such amendatory or supplemental ordinance, if any, and a certified copy of this Ordinance shall always be kept on file in the office of the City Clerk and shall be made available for inspection by the Registered Owner of any Bond or a prospective purchaser or owner of any Bond authorized by this Ordinance, and upon payment of the reasonable cost of preparing the same, a certified copy of any such amendatory or supplemental ordinance or of this Ordinance will be sent by the City Clerk to any such Bondowner or prospective Bondowner.

Any and all modifications made in the manner hereinabove provided shall not become effective until there has been filed with the City Clerk a copy of the ordinance of the City hereinabove provided for, duly certified, as well as proof of any required consent to such modification by the Registered Owners of the Bonds then Outstanding. It shall not be necessary to note on any of the Outstanding Bonds any reference to such amendment or modification.

The City shall furnish to the Paying Agent a copy of any amendment to the Bonds or this Ordinance that affects the duties or obligations of the Paying Agent under this Ordinance.

Section 804. Notices, Consents and Other Instruments by Bondowners. Any notice, consent, request, direction, approval or other instrument to be signed and executed by the Bondowners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Bondowners in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Bonds, (except for the assignment of ownership of a Bond as provided for in the form of the Bond set forth in **Exhibit A** attached hereto), if made in the following manner, shall be sufficient for any of the purposes of this Ordinance, and shall be conclusive in favor of the City and the Paying Agent with regard to any action taken, suffered or omitted under any such instrument, namely:

(a) The fact and date of the execution by any person of any such instrument may be proved by a certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such instrument acknowledged before such officer the execution thereof, or by affidavit of any witness to such execution.

(b) The fact of ownership of Bonds, the amount or amounts, numbers and other identification of Bonds, and the date of holding the same shall be proved by the Bond Register.

In determining whether the Registered Owners of the requisite principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Ordinance, Bonds owned by the City shall be disregarded and deemed not to be Outstanding under this Ordinance, except that, in determining whether the Bondowners shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Bonds which the Bondowners know to be so owned shall be so disregarded. Notwithstanding the foregoing, Bonds so owned that have been pledged in good faith shall not be disregarded as aforesaid if the pledgee establishes to the satisfaction of the Bondowners the pledgee's right so to act with respect to such Bonds and that the pledgee is not the City.

Section 805. Further Authority. The officers of the City, including the Mayor and City Clerk, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Ordinance and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 806. Severability. If any section or other part of this Ordinance, whether large or small, is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Ordinance.

Section 807. Governing Law. This Ordinance shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

Section 808. Effective Date. This Ordinance shall take effect and be in full force from and after its passage by the City Council and approval by the Mayor.

Section 809. Electronic Transaction. The transaction described herein may be conducted and related documents may be received, delivered or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

READ FOR THE FIRST TIME:

READ FOR THE SECOND TIME AND PASSED:

Mayor Jeff Davis

Approved this ____ day of _____ 2019.

Mayor Jeff Davis

ATTEST:

Andrea Cunningham, City Clerk
City of Belton, Missouri

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

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

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

Andrea Cunningham, City Clerk
City of Belton, Missouri

on the Bonds shall be payable by check or draft in any coin or currency that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts.

This Bond is one of an authorized series of bonds of the City designated "General Obligation Bonds, Series 2019," aggregating the principal amount of \$20,000,000 (the "Bonds"), issued by the City for the purpose of financing the costs of the Projects, under the authority of and in full compliance with the constitution and laws of the State of Missouri, and pursuant to an ordinance duly passed (the "Ordinance") and proceedings duly and legally had by the governing body of the City. Capitalized terms not defined herein shall have the meanings set forth in the Ordinance.

At the option of the City, Bonds or portions thereof may be redeemed and paid prior to maturity on March 1, 20__, and thereafter in whole or in part at any time at the redemption price of 100% of the principal amount thereof, plus accrued interest thereon to the redemption date.

Bonds shall be redeemed only in the principal amount of \$5,000 or any integral multiple thereof. When less than all of the Outstanding Bonds are to be redeemed, such Bonds shall be redeemed from Stated Maturities selected by the City, and Bonds of less than a full Stated Maturity shall be selected by the Paying Agent in \$5,000 units of principal amount by lot or in such other equitable manner as the Paying Agent may determine.

Notice of redemption, unless waived, is to be given by the Paying Agent by mailing an official redemption notice by first class mail at least 20 days prior to the Redemption Date to the original purchaser of the Bonds and each Registered Owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register maintained by the Paying Agent. Notice of redemption having been given as aforesaid, the Bonds or portions of Bonds to be redeemed shall, on the Redemption Date, become due and payable at the Redemption Price therein specified, and from and after such date (unless the City defaults in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest.

The Bonds constitute general obligations of the City payable from ad valorem taxes that may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the City. The full faith, credit and resources of the City are irrevocably pledged for the prompt payment of the Bonds as the same become due.

The Bonds are issuable in the form of fully registered Bonds without coupons in denominations of \$5,000 or any integral multiple thereof.

The Bonds are being issued by means of a book-entry system with no physical distribution of bond certificates to be made except as provided in the Ordinance. One Bond certificate with respect to each date on which the Bonds are stated to mature or with respect to each form of Bonds, registered in the nominee name of the Securities Depository, is being issued. The book-entry system will evidence positions held in the Bonds by the Securities Depository's participants, beneficial ownership of the Bonds in authorized denominations pursuant to the Ordinance being evidenced in the records of such participants. Transfers of ownership shall be effected on the records of the Securities Depository and its participants pursuant to rules and procedures established by the Securities Depository and its participants. The City and the Paying Agent will recognize the Securities Depository nominee, while the registered owner of this Bond, as the owner of this Bond for all purposes, including (i) payments of principal of, and redemption premium, if any, and interest on, this Bond, (ii) notices and (iii) voting. Transfer of payments to participants of the Securities Depository, and transfer of payments to beneficial owners of the Bonds by participants of the Securities Depository will be the responsibility of such participants and other nominees of such beneficial owners. The City and the Paying Agent will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by the Securities Depository, the Securities Depository nominee, its participants or persons acting through such participants. While the Securities Depository nominee is the

owner of this Bond, notwithstanding the provision hereinabove contained, payments on this Bond shall be made in accordance with existing arrangements among the City, the Paying Agent and the Securities Depository.

EXCEPT AS OTHERWISE PROVIDED IN THE ORDINANCE, THIS BOND MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE OF THE SECURITIES DEPOSITORY OR TO A SUCCESSOR SECURITIES DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR SECURITIES DEPOSITORY. This Bond may be transferred or exchanged, as provided in the Ordinance, only on the Bond Register kept for that purpose at the payment office of the Paying Agent, upon surrender of this Bond together with a written instrument of transfer or authorization for exchange satisfactory to the Paying Agent duly executed by the Registered Owner or the Registered Owner's duly authorized agent, and thereupon a new Bond or Bonds in any authorized denomination of the same maturity and in the same aggregate principal amount shall be issued to the transferee in exchange therefor as provided in the Ordinance and upon payment of the charges therein prescribed. The City and the Paying Agent may deem and treat the Person in whose name this Bond is registered on the Bond Register as the absolute owner hereof for the purpose of receiving payments due hereon and for all other purposes.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Ordinance until the Certificate of Authentication hereon has been executed by the Paying Agent.

IT IS HEREBY DECLARED AND CERTIFIED that all acts, conditions and things required to be done and to exist precedent to and in the issuance of the Bonds have been done and performed and do exist in due and regular form and manner as required by the constitution and laws of the State of Missouri; that a direct annual tax upon all taxable tangible property situated in the City has been levied for the purpose of paying the Bonds when due; and that the total indebtedness of the City, including this Bond and the series of which it is one, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the **CITY OF BELTON, MISSOURI**, has caused this Bond to be executed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk and its official seal to be affixed or imprinted hereon.

CERTIFICATE OF AUTHENTICATION

CITY OF BELTON, MISSOURI

This Bond is one of the Bonds of the issue described in the within-mentioned Ordinance.

By: _____
Mayor

Registration Date: _____

UMB BANK, N.A.,
Paying Agent

(Seal)

ATTEST:

By _____
Authorized Signatory

City Clerk

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

Print or Type Name, Address and Social Security Number
or other Taxpayer Identification Number of Transferee

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ agent to transfer the within Bond on the books kept by the Paying Agent for the registration thereof, with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular.

Medallion Signature Guarantee:

LEGAL OPINION

The following is a true and correct copy of the approving legal opinion of Gilmore & Bell, P.C., Bond Counsel, which was dated and issued as of the date of original issuance and delivery of the Bonds:

GILMORE & BELL
A Professional Corporation
2405 Grand Boulevard
Suite 1100
Kansas City, Missouri 64108

(LEGAL OPINION OF BOND COUNSEL)

**EXHIBIT B
TO ORDINANCE**

PRELIMINARY OFFICIAL STATEMENT

This document may be viewed in the City Clerk's Office and will be made part of the final ordinance.

**EXHIBIT C
TO ORDINANCE
NOTICE OF SALE**

This document may be viewed in the City Clerk's Office and will made part of the final ordinance.