



**CITY OF BELTON  
CITY COUNCIL  
REGULAR MEETING  
TUESDAY, APRIL 14, 2015 – 7:00 P.M.  
CITY HALL ANNEX  
520 MAIN STREET  
AGENDA**

**2014-2015 CITY COUNCIL**

I. CALL REGULAR MEETING TO ORDER

II. PLEDGE OF ALLEGIANCE

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 March 24, 2015, City Council regular meeting.

Page 9

V. ORDINANCES

A. Motion approving *final* reading of Bill No. 2015-17:  
AN ORDINANCE AMENDING CHAPTER 14, ENTITLED "NUISANCES", OF THE  
BELTON CITY CODE.

Ordinance, as amended on March 24, 2015, is attached.

Page 19

B. Motion approving *both* readings of Bill No. 2015-22:  
AN ORDINANCE DECLARING THE RESULTS OF THE ANNUAL ELECTION OF  
MUNICIPAL OFFICERS OF THE CITY OF BELTON, MISSOURI.

Page 37

VI. PRESENTATION OF PLAQUE TO COUNCILMAN EVERETT LOUGHRIDGE FOR DEDICATED SERVICE AS WARD 3 COUNCILMAN FROM APRIL 12, 2005, TO APRIL 14, 2015.

PRESENTATION OF PLAQUE TO COUNCILMAN JACQUELINE COOK FOR DEDICATED SERVICE AS WARD 2 COUNCILMAN FROM MARCH 4, 2014 TO APRIL 14, 2015.

RECESS FOR A RECEPTION FOR OUTGOING AND INCOMING COUNCIL MEMBERS, THEIR FAMILIES, FRIENDS, AND ALL PRESENT

## 2015-2016 CITY COUNCIL

- I. ADMINISTRATION OF OATHS OF OFFICE TO NEWLY ELECTED OFFICIALS
- II. ROLL CALL
- III. 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 a temporary caterer’s liquor license permit for Jose Peppers, 1100 E North Ave. for a Cinco de Mayo celebration May 5, 2015, in their parking lot, contingent upon obtaining their state liquor permit.

Jose Peppers is seeking the same approval as they had last year for a tent in their parking lot.

- B. Motion approving a black and white network printer for use in the City Annex from GFI Digital for \$7,649.47.

This is a budgeted expense.

Staff Report attached.

Page 43

- C. Motion approving Resolution R2015-19:  
A RESOLUTION AUTHORIZING THE CITY COUNCIL OF BELTON, MISSOURI TO APPOINT ROBERT BENSON TO SERVE ON THE PUBLIC WORKS COMMITTEE.

Resolution attached.

Page 75

- D. Motion approving Resolution R2015-20:  
A RESOLUTION AUTHORIZING THE CITY COUNCIL OF BELTON, MISSOURI TO REAPPOINT GIBSON PEARIS AND APPOINT PAUL FYFFE AS DIRECTORS OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE CITY OF BELTON, MISSOURI.

Resolution attached.

Page 81

- IV. PERSONAL APPEARANCES

V. ORDINANCES

- A. Motion approving *first* reading of Bill No. 2015-23:

AN ORDINANCE ACCEPTING AN AGREEMENT WITH THE MISSOURI DEPARTMENT OF TRANSPORTATION TO CONSTRUCT AN ADA COMPLIANT SIDEWALK AND TRAIL FROM THE OIL CREEK GREENWAY TO KENTUCKY ROAD CONNECTING THE CITIES OF BELTON AND RAYMORE.

Ordinance attached.

Page 85

- B. Motion approving *first* reading of Bill No. 2015-24:

AN ORDINANCE ADDING A NEW SECTION 6-67 TO CHAPTER 6, ARTICLE II, DIVISION 2, REQUIREMENTS AND PROCEDURE, OF THE CODE OF ORDINANCES FOR THE CITY OF BELTON, MISSOURI.

This ordinance clarifies the type of certification required to obtain an electrical, plumbing, or HVAC business license.

Ordinance attached.

Page 115

- C. Motion approving *first* reading of Bill No. 2015-25:

AN ORDINANCE AMENDING CHAPTER 6, ARTICLE II, DIVISION 2, SECTION 6-55, EVIDENCE OF WORKERS' COMPENSATION INSURANCE PRIOR TO A LICENSE ISSUANCE, OF THE CODE OF ORDINANCES FOR THE CITY OF BELTON, MISSOURI.

This ordinance requires contractors in the construction industry to provide proof of liability insurance, in addition to workman's compensation insurance (pursuant to Chapter 287, RSMo. 1994), to obtain a business license. "Contractors in the construction industry" is defined in Chapter 287.030.1, RSMo. 1994.

Ordinance attached.

Page 119

- D. Motion approving *first* reading of Bill No. 2015-26

AN ORDINANCE AMENDING CHAPTER 6, ARTICLE XIII, DIVISION 2, SECTIONS 6-665 AND 6-666, SMALL LOAN ESTABLISHMENTS-LICENSE AND PERMIT, OF THE CODE OF ORDINANCES FOR THE CITY OF BELTON, MISSOURI.

This ordinance clarifies the requirements of Small Loan Establishments to obtain a business license.

Ordinance attached.

Page 123

- E. Motion approving *both* readings of Bill No. 2015-27:  
AN ORDINANCE AMENDING SECTIONS: 42-36, RATES INSIDE THE CITY; 42-38, WATER RATES FOR APPROVED WATER DISTRICTS OR LOCAL GOVERNMENTS; 42-39, RATES FOR WATER CONSUMED OUTSIDE CITY; 42-296, SEWER SYSTEM USER RATES; OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF BELTON, MISSOURI.

This ordinance will increase the water rates in the amount of 3%. For all businesses and individuals within the city limits minimum bills will increase \$0.37 each month and every 100 gallons of water used over the minimum will cost \$0.03 more. Sewer rates will not change. This increase in water rates was included in the FY2016 budget.

Ordinance attached.

Page 129

- F. Motion approving *both* readings of Bill No. 2015-28:  
AN ORDINANCE APPROVING AN AGREEMENT WITH MIDWEST DIVISION-RBH, LLC d/b/a BELTON REGIONAL MEDICAL CENTER FOR JAIL FOOD SERVICE.

This is a 2-year contract. There are no changes from the previous contract.

Ordinance attached.

Page 137

- G. Motion approving *both* readings of Bill No. 2015-29:  
AN ORDINANCE ACCEPTING THE RESIGNATION OF THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A. AS FISCAL AGENT WITH RESPECT TO CERTAIN OUTSTANDING BONDS OF THE CITY OF BELTON, MISSOURI; APPROVING THE APPOINTMENT OF UMB BANK, N.A., AS SUCCESSOR FISCAL AGENT; AND APPROVING CERTAIN DOCUMENTS AND OTHER ACTIONS IN CONNECTION THEREWITH.

Ordinance attached.

Page 147

## VI. RESOLUTIONS

- A. Motion approving Resolution R2015-17:  
A RESOLUTION FORMALLY ACCEPTING STREETS AND OTHER IMPROVEMENTS TO BELTON GATEWAY.

Resolution attached.

Page 161

- B. Motion approving Resolution R2015-18:  
A RESOLUTION APPROVING TASK AGREEMENT #19 WITH OLSSON ASSOCIATES  
TO DESIGN THE BUENA VISTA AND EAST PACIFIC DRIVE STORMWATER  
INFRASTRUCTURE IMPROVEMENTS.

Resolution attached.

Page 167

VII. CITY COUNCIL LIAISON REPORTS

VIII. MAYOR'S COMMUNICATIONS

A. Motion appointing Scott Von Behren as Mayor Pro Tem.  
Election of Mayor Pro Tempore (Charter Section 3.4)

B. Motion appointing Jeff Fletcher as Park Board liaison.

C. Motion appointing Tim Savage as Planning commission liaison.

IX. CITY MANAGER'S REPORT

X. MOTIONS

XI. OTHER BUSINESS

XII. ADJOURN

**SECTION IV**  
**A**

**MINUTES OF THE  
BELTON CITY COUNCIL  
REGULAR MEETING  
MARCH 24, 2015 – 7:00 P.M.  
CITY HALL ANNEX  
520 MAIN STREET**

Mayor Davis called the regular meeting to order at 7:00 P.M.

Councilman Loughridge led the Pledge of Allegiance to the Flag.

Councilmembers present: Mayor Jeff Davis, Councilmen Jackie Cook, Jeff Fletcher, Gary Lathrop, Everett Loughridge, Scott Von Behren, Al Hoag, Chet Trutzel, and Tim Savage. Also present were Mary Jo Shaney, City Attorney; Ron Trivitt, City Manager; and Andrea Cunningham, Executive Secretary.

At 7:02 P.M. **Councilman Savage moved to enter into executive session to discuss matters pertaining to preparation, including any discussions or work product, on behalf of a public governmental body or its representatives for negotiations with employee groups, according to Missouri statute 610.021.9, and that the record be closed.** Councilman Hoag seconded. The following vote was recorded; Ayes: 9, Councilmen Von Behren, Trutzel, Cook, Lathrop, Loughridge, Fletcher, Hoag, Mayor Davis, Councilman Savage; Noes: None; Absent: None. Motion carried.

The Council returned from Executive Session at 7:11 P.M. The Mayor called the regular meeting back to order.

**CONSENT AGENDA:**

Councilman Hoag moved to approve the consent agenda consisting of **a motion approving the minutes of the March 10, 2015, City Council regular meeting and the March 17, 2015, City Council special meeting; the February 2015 Police Judge's Report; a motion approving the purchase of Live Smart Cartridges and Live Smart Cartridges for Training for Tasers for the Police Department; a resolution reappointing Gary Lathrop and appointing Bobby Davidson to the Building and Fire Prevention Codes Board of Adjustment.** Councilman Loughridge seconded. All voted in favor. Consent agenda approved.

**PERSONAL APPEARANCES:**

Jerry & Kim Steele, 16312 Hight Ave, have had flooding problems in their neighborhood. They said the catch basin pond at Somerset Park isn't deep enough. There are also a lot of leaves and branches that need to be cleaned up. They had flooding problems in May 2012 and June 2013. They contacted Ron Raines, Engineer Technician, and David Frazier, Street Superintendent. The guys came out and said there was something in the works to fix this, but nothing has happened. Mr. Steele stated they can't get flood insurance because the neighborhood is not in a flood plain. Councilman Loughridge asked the Steeles if they've contacted their councilmen. Councilmen Von Behren and Fletcher reported they were not aware of this. They told the Steeles they will

**Copies of the proposed ordinances & resolutions are available for public inspection at the City Clerk's office, 506 Main Street, Belton, MO. 64012.**

talk with them. Councilman Loughridge asked public works and the engineering department for a follow-up. Mr. Jeff Fisher, Public Works Director, said this project is in the stormwater master plan. They are aware of this. Mr. Fisher said he's been out there. Councilman Von Behren asked if this was park property? Do we need to work with them to clean this up? Mr. Fisher said he will talk to the park director.

Lisa Paxton, 710 Fall Creek Circle, Fraternal Order of the Eagles, said she wasn't here when the boot block ordinance was passed, but is there any way for this to be reconsidered by the Council? Last year, they raised \$8000 for kids in Belton. The Mayor said they can talk about this and see if they can bring it up at a work session.

## **PURPLE HEART CITY PRESENTATION AND PROCLAMATION**

The Mayor read the proclamation proclaiming Belton as a Purple Heart City. The Military Order of the Purple Heart (MOPH) from Springfield was present and gave some facts about the MOPH. Margo Aldridge with the Little Blue River Chapter of the Daughters of the American Revolution and Sandy McNeil were also present. The Mayor presented the proclamation to the MOPH and Sandy McNeil.

## **ORDINANCES:**

Andrea Cunningham gave the final reading of Bill No. 2015-12: **AN ORDINANCE APPROVING THE ENGAGEMENT OF TROUTT, BEEMAN AND COMPANY TO AUDIT THE CITY FINANCIAL RECORDS FOR FISCAL YEAR 2015.** Presented by Councilman Trutzel. Seconded by Councilman Hoag. The Council was polled and the following vote recorded: Ayes: 9, Councilmen Cook, Savage, Fletcher, Lathrop, Trutzel, Mayor Davis, Councilmen Hoag, Von Behren, and Loughridge; Noes: None; Absent: None. Bill No 2015-12 was declared passed and in full force and affect as Ordinance No. 2015-4080, subject to Mayoral veto.

Andrea Cunningham gave the final reading of Bill No. 2015-13: **AN ORDINANCE APPROVING THE PROPOSED FISCAL YEAR 2016 CITY BUDGET, AS REVISED, AND APPROPRIATING FUNDS FROM THE REVENUES OF THE CITY.** Presented by Councilman Trutzel. Seconded by Councilman Hoag. Councilman Lathrop brought up that many departments have received step increases in pay, but the Council has not. He would like to propose a \$100/month raise for the council. Councilman Von Behren said he appreciated the thought, but didn't think this was the right time to do this. It may not give the right perception. The Mayor asked if Councilman Lathrop wanted to make this a formal motion. **Councilman Lathrop moved for the Council to receive a \$100/month pay increase, following Charter regulations.** The motion did not receive a second. The motion failed. Councilman Savage asked if page 52 is included in the proposed budget. Mr. Ron Trivitt, City Manager, answered that it's an illustration of the estimated ending fund balance. It's not really part of the budget, just an illustration. Councilman Savage stated he would still like to add money into the water infrastructure. Councilman Loughridge commented that doesn't have effect on this ordinance, but that's a discussion point we can consider later. He encouraged the Council to vote on the budget now and not hold it up. Councilman Trutzel said they need to accept the budget as-is, for now. After the audit there will be a better idea of what's going on. The Council was polled and the following vote recorded: Ayes: 9, Councilmen Fletcher, Lathrop, Cook, Savage, Trutzel, Hoag, Von Behren, Mayor Davis, and Councilman Loughridge; Noes: None; Absent: None. Bill

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No 2015-13 was declared passed and in full force and affect as Ordinance No. 2015-4079, subject to Mayoral veto.

Andrea Cunningham gave the final reading of Bill No. 2015-14: **AN ORDINANCE APPROVING THE FINAL PLAT OF A RE-PLAT OF LOT(S) 1, 2, AND 3, QUIKTRIP 233R, A 3.18-ACRE TRACT OF LAND, LOCATED AT 501 E. NORTH AVENUE, IN THE CITY OF BELTON, CASS COUNTY, MISSOURI.** Presented by Councilman Lathrop. Seconded by Councilman Hoag. Mr. Jay Leipzig said QT is scheduled to start the work on April 6. The Council was polled and the following vote recorded: Ayes: 9, Councilmen Cook, Savage, Loughridge, Fletcher, Trutzel, Mayor Davis, Councilmen Lathrop, Von Behren, and Hoag; Noes: None; Absent: None. Bill No 2015-14 was declared passed and in full force and affect as Ordinance No. 2015-4076, subject to Mayoral veto.

Andrea Cunningham gave the final reading of Bill No. 2015-15: **AN ORDINANCE APPROVING A FINAL DEVELOPMENT PLAN FOR QUIKTRIP, A C-STORE AND GAS CANOPY DEVELOPMENT, ON A 3.18-ACRE TRACT OF LAND, LOCATED AT 501 E. NORTH AVENUE, ON THE SOUTHEAST CORNER OF MO-58 HIGHWAY AND MO STATE HIGHWAY, ROUTE Y, CITY OF BELTON, CASS COUNTY, MISSOURI.** Presented by Councilman Hoag. Seconded by Councilman Trutzel. Councilman Trutzel said he's received a lot of positive comments about the look of the new building. Police Chief James Person said the speed limit through that area has increased. There will be a lot of traffic through this intersection. The Council was polled and the following vote recorded: Ayes: 9, Mayor Davis, Councilmen Savage, Lathrop, Fletcher, Trutzel, Hoag, Loughridge, Von Behren, and Cook; Noes: None; Absent: None. Bill No 2015-15 was declared passed and in full force and affect as Ordinance No. 2015-4077, subject to Mayoral veto.

Andrea Cunningham read Bill No. 2015-17: **AN ORDINANCE AMENDING CHAPTER 14, ENTITLED "NUISANCES", OF THE BELTON CITY CODE.** Presented by Councilman Hoag. Seconded by Councilman Cook. Councilman Lathrop asked about the [24 months] and the blanks in section 14-2-(a), (3-4-5). The city Attorney said this was one of the changes brought up by the council at the October 7, 2014, work session. Does the city want to set a time limit? The attorney explained that many cities do not have a time period. The way this is written it would allow the court to increase the fine if the person is a repeat offender. The judge would make the decision. It would simply say a minimum fine of \$50 up to a maximum fine of \$500. Councilman Cook said she was the one who raised the question back in October. She believes there shouldn't be a time frame because after the 24 month period, the fine would go back down to the minimum again. The fine would actually decrease for a perpetual offender. Councilman Loughridge agreed with Councilman Cook. Police Chief Person agreed with no time frame but believes the amount should be totally up to the discretion of the judge. Councilman Cook suggested leaving the step fine increases, but taking out any time frame. She also added that she'd like to see the city provide more for the codes department. The Attorney purposed amending the ordinance by removing the 24 month period, but leaving the step fine increase in. The Mayor asked if someone would make this motion. **Councilman Loughridge moved to amend the ordinance by removing the 24 month period.** Seconded by Councilman Cook. All voted in favor of the amendment. The Council was polled and the following vote on the first reading, as amended, was recorded: Ayes: 9, Mayor Davis, Councilmen Loughridge, Hoag, Fletcher, Trutzel, Lathrop, Savage, Cook and Von Behren; Noes: None; Absent: None. First reading passed.

Andrea Cunningham read Bill No. 2015-18: **AN ORDINANCE APPROVING THE RATIFICATION OF A CONTRACT WITH SEAL-O-MATIC FOR THE OVERLAYS OF TOWNE CENTER DRIVE AND MULLEN ROAD BEGINNING WITH THE HEADERS WITH THE NEW MARKEY PKWY PROJECT AND ENDING AT 58 HWY IN A NOT TO EXCEED AMOUNT OF \$135,000.** Presented by Councilman Trutzel. Seconded by Councilman Loughridge. Councilman Von Behren asked Jeff Fisher if this needed a second reading. Mr. Fisher said yes. The subcontractor is already here and this is a good rate. It will hopefully be finished next week. The Council was polled and the following vote on the first reading was recorded: Ayes: 9, Councilmen Loughridge, Cook, von Behren, Hoag, Trutzel, Mayor Davis, Councilmen Fletcher, Savage, and Lathrop; Noes: None; Absent: None. First reading passed. **Councilman Hoag moved to hear the final reading.** Councilman Loughridge seconded. All voted in favor. The final reading was read. Presented by Councilman Hoag. Seconded by Councilman Von Behren. The Council was polled and the following vote was recorded: Ayes: 9, Councilmen Von Behren, Lathrop, Savage, Cook, Trutzel, Fletcher, Hoag, Mayor Davis, Councilman Loughridge; Noes: None; Absent: None. Bill No 2015-18 was declared passed and in full force and affect as Ordinance No. 2015-4081, subject to Mayoral veto.

Andrea Cunningham read Bill No. 2015-19: **AN ORDINANCE ELECTING A CHANGE TO BENEFIT PROGRAM L-6 FOR CITY EMPLOYEES UNDER THE MISSOURI LOCAL GOVERNMENT EMPLOYEES RETIREMENT SYSTEM.** Presented by Councilman Trutzel. Seconded by Councilman Cook. Councilman Trutzel commented that he was delighted that the Council will hopefully pass this tonight. This will help the employees when they retire. The Council was polled and the following vote was recorded: Ayes: 9, Councilmen Lathrop, Loughridge, Mayor Davis, Councilmen Cook, Hoag, Fletcher, Trutzel, Savage, and Von Behren; Noes: None; Absent: None. First reading passed. **Councilman Von Behren moved to hear the final reading.** Councilman Lathrop seconded. All voted in favor. The final reading was read. Presented by Councilman Hoag. Seconded by Councilman Trutzel. The Council was polled and the following vote was recorded: Ayes: 9, Councilmen Loughridge, Mayor Davis, Councilmen Hoag, Fletcher, Trutzel, Cook, Savage, Lathrop, and Von Behren; Noes: None; Absent: None. Bill No 2015-19 was declared passed and in full force and affect as Ordinance No. 2015-4078, subject to Mayoral veto.

Andrea Cunningham read Bill No. 2015-20: **AN ORDINANCE AUTHORIZING THE CITY OF BELTON, MISSOURI TO ENTER INTO AN EQUIPMENT LEASE PURCHASE AGREEMENT AND CERTAIN OTHER DOCUMENTS IN CONNECTION WITH THE ACQUISITION OF EQUIPMENT AND THE REFINANCING OF IMPROVEMENTS TO THE MUNICIPAL GOLF COURSE; AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION WITH SAID FINANCING.** Presented by Councilman Trutzel. Seconded by Councilman Cook. The Council was polled and the following vote was recorded: Ayes: 9, Councilmen Von Behren, Loughridge, Mayor Davis, Councilmen Cook, Trutzel, Fletcher, Hoag, Lathrop, and Savage; Noes: None; Absent: None. First reading passed. **Councilman Lathrop moved to hear the final reading.** Councilman Savage seconded. All voted in favor. The final reading was read. Presented by Councilman Hoag. Seconded by Councilman Lathrop. The Council was polled and the following vote was recorded: Ayes: 9, Councilmen Cook, Savage, Hoag, Von Behren, Trutzel, Fletcher, Mayor Davis, Councilmen Lathrop, and Loughridge; Noes: None; Absent: None. Bill No 2015-20 was declared passed and in full force and affect as Ordinance No. 2015-4082, subject to Mayoral veto.

Andrea Cunningham read Bill No. 2015-21: **AN ORDINANCE AMENDING CHAPTER 2, ARTICLE II, DIVISION 4 – PERSONNEL CODE, OF THE CODE OF ORDINANCES FOR THE CITY OF BELTON, MISSOURI.** Presented by Councilman Hoag. Seconded by Councilman Cook. The Council was polled and the following vote was recorded: Ayes: 9, Councilmen Loughridge, Von Behren, Hoag, Cook, Trutzel, Savage, Mayor Davis, Councilmen Lathrop, and Fletcher; Noes: None; Absent: None. First reading passed. **Councilman Lathrop moved to hear the final reading.** Councilman Hoag seconded. All voted in favor. The final reading was read. Presented by Councilman Lathrop. Seconded by Councilman Cook. The Council was polled and the following vote was recorded: Ayes: 9, Councilman Cook, Mayor Davis, Councilmen Von Behren, Loughridge, Trutzel, Fletcher, Savage, Lathrop, and Hoag; Noes: None; Absent: None. Bill No 2015-21 was declared passed and in full force and affect as Ordinance No. 2015-4083, subject to Mayoral veto.

#### **RESOLUTIONS:**

Andrea Cunningham read Resolution R2015-13: **A RESOLUTION APPROVING A SERVICES AGREEMENT BETWEEN THE CITY OF BELTON, MISSOURI, AND CBIZ BENEFITS AND INSURANCES SERVICES, INC.** Presented by Councilman Loughridge. Seconded by Councilman Hoag. The Council was polled and all voted in favor of the resolution. Resolution passed.

Andrea Cunningham read Resolution R2015-15: **A RESOLUTION APPROVING THE REAPPROPRIATION & REVISION OF THE FISCAL YEAR 2015 ADOPTED CITY BUDGET.** Presented by Councilman Hoag. Seconded by Councilman Lathrop. The Council was polled and all voted in favor of the resolution. Resolution passed.

Andrea Cunningham read Resolution R2015-16: **A RESOLUTION APPROVING A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF BELTON AND LOCAL NO. 42 – INTERNATIONAL ASSOCIATION OF FIREFIGHTERS.** Presented by Councilman Trutzel. Seconded by Councilman Lathrop. Councilman Loughridge thanked the staff and the fire department for a good negotiation. The Council was polled and all voted in favor of the resolution. Resolution passed.

#### **MAYOR'S COMMUNICATIONS:**

The staff and the police are still working on the framework to begin the collective bargaining agreement talks. Things are still being worked out.

Thank you to those who cleaned up Oil Creek. Councilman Fletcher thanked the staff who showed up.

Markey Parkway ribbon cutting is April 2 at 11A.M. Congresswoman Hartzler will cut the ribbon.

#### **CITY MANAGER'S REPORT:**

Jeff Fisher reported that last year, there were two sanitary sewer overflows, the Markey Parkway project and the wastewater treatment plant. The City received letters from the state regarding

fines. We'll work on negotiating the fines. We're also looking to see if contractors are responsible for any of this at Markey Pkwy.

Public Works is working on a task agreement for the April 14 meeting for the Oil Creek culvert replacement. **Councilman Savage moved to allow public works to move forward with the engineering of this project in a not to exceed amount of \$55,000.** Seconded by Councilman Trutzel. Vote on the motion was recorded with all voting in favor. Motion carried.

#### **MOTIONS:**

**Councilman Hoag moved to approve Apparatus and Capital Equipment Replacement Plan proposed in the Fire Department's FY16 budget.** Presented by Councilman Hoag. Seconded by Councilman Loughridge. Fire Chief Norm Larkey said there are some changes. The department took out the thermal imaging camera replacement. We can get a couple more years out of the ones we have. They are about \$8000 a piece and we need three. Vote on the motion was recorded with all voting in favor. Motion carried.

**Councilman Hoag moved to approve the purchase of an annual software subscription service from ITI for the Police Department with the FY16 budget.** Seconded by Councilman Trutzel. Chief Person said this is what we talked about at the last work session. Councilman Lathrop asked if this was an annual purchase. Chief Person said yes, they've purchased it for several years. Vote on the motion was recorded with all voting in favor. Motion carried.

#### **OTHER BUSINESS:**

Councilman Loughridge said we may need to revisit our vision plan/beautification plan this spring. We're accumulating lots of trash. He believes part of this is because we only have one person in code enforcement. Maybe we could get volunteers to help staff.

Mayor Davis said election night is April 7. We've always cancelled the council meeting before. **The Mayor polled the Council and the consensus of the Council was to cancel the meeting April 7.**

Josh Burnett is officially withdrawing his name for council candidate for Ward 2. He is moving out of the city limits.

On April 2 at 7:30 A.M. there is a Boy Scout event at Memorial Station.

There are two councilmen who will not be returning. Mayor Davis thanked Councilman Cook for her time on the council. Councilman Cook said she appreciated working with each councilmember. She has a new appreciation for the staff and how hard their jobs are. Mayor Davis thanked Councilman Loughridge for his many years on the council. Councilman Loughridge said he agreed with Councilman Cook's comments.

Councilmen Von Behren and Loughridge asked about the status of Google Fiber. Jay Leipzig said they've talked to Google several times. We continue to reach out to them. We're also looking at AT&T's product. The reviews are good on it. Councilman Von Behren said the rumor is that the city said "no" to Google Fiber. Mr. Leipzig said no, the city has made it clear we want Google Fiber.

**Copies of the proposed ordinances & resolutions are available for public inspection at the City Clerk's office, 506 Main Street, Belton, MO. 64012.**

Chief Person said the Cass Community Health Foundation walk for health is May 2. Everyone is invited. The roads will not be closed for this. Councilman Cook said her son has received a scholarship from this walk.

Jay Leipzig said Belton Regional Medical Center received additional grant funding for their ER. In the next couple of months, they should be starting this project. They are working on the design.

Being no further business, Councilman Lathrop moved to adjourn at 8:45 P.M. Councilman Loughridge seconded. All present voted in favor. Meeting adjourned.

  
Andrea Cunningham, Executive Secretary

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Jeff Davis, Mayor

**SECTION V**  
**A**

AN ORDINANCE AMENDING CHAPTER 14, ENTITLED "NUISANCES", OF THE BELTON CITY CODE.

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WHEREAS, the Belton City Council wishes to amend and update Chapter 14, entitled "Nuisances" of the Belton City Code.

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

Section 1. That Chapter 14 of the Belton City Code, entitled "Nuisances", is amended as follows:

Chapter 14 - NUISANCES

ARTICLE I. - IN GENERAL

Sec. 14-1. - Creating, maintaining prohibited; undeveloped property.

(a) It shall be unlawful for any person to permit, cause, keep, or maintain any nuisance or contribute to the same as defined by the laws of this state, provisions of this Code or the other ordinances of the city, or cause or permit to be committed, caused, kept, maintained or done or contribute to the committing, causing, keeping or maintaining of any such nuisance within the city limits or within one-half mile of the city limits. For purposes of this section, the term "person" includes individuals, private corporations, firms, partnerships, associations, executors, administrators, trustees, receivers, or other representatives appointed according to law.

(b) For the purposes of this Chapter, the term "undeveloped property" shall mean property which does not have a final plat which has been recorded with Cass County. However, property which is developed but not platted shall not be treated as undeveloped property.

(c) For the purposes of this Chapter, the term "cultivated property" shall mean property that is worked by plowing, sowing and raising crops and shall include the harvesting of hay and other grasses for commercial purposes.

Sec. 14-2. - Penalty.

(a) Notwithstanding any other provision of this Code to the contrary:

(1) Whenever the code enforcement officer or other employee authorized by the City Manager is made aware that a violation of this Chapter, including Sections 14-37, 14-38, 14-39 or 14-40, has occurred, and a notice of violation is issued, a summons to appear in municipal court on the violation shall be issued if the violation is not abated by the time given in the notice.

(2) Any person who has been found guilty of violating any provision of this Chapter, after issuance of a summons to appear in municipal court, shall pay a minimum fine of \$100.00 for the first offense.

(3) Any person who has been found guilty of violating any provision of this Chapter a second time, after issuance of a summons to appear in municipal court, shall pay a minimum fine of \$200.00.

(4) Any person who has been found guilty of violating any provision of this Chapter a third time, after issuance of a summons to appear in municipal court, shall pay a minimum fine of \$300.00.

(5) An habitual offender, that is, any person who has been found guilty of violating any provision of this Chapter four times, after issuance of a summons to appear in municipal court, shall be fined \$500.00 for the fourth offense and each subsequent offense. Probation may be granted to an habitual offender for a term of not less than two years.

(b) In addition to the fines which shall be imposed as provided for herein, any person found guilty of any provision of this Chapter shall also be subject to additional punishment by imprisonment not exceeding 90 days, as may be determined by the municipal judge.

(c) If a person is charged and found guilty of committing more than one offense on the same day, then all such offenses on that day for purposes of this section shall be counted as one violation. Each day that any condition exists or continues which constitutes a violation of this Chapter shall be regarded as a new and separate offense.

(d) The penalties in this section are in addition to the remedies identified elsewhere in this Chapter, which include abatement and the imposition of costs through a special tax bill or in the annual real estate tax bill, any delinquent costs also constituting a personal debt against the owner and also creating a lien on the property until paid.

#### Sec. 14-3. - Enumeration.

The following are declared, defined and deemed to be nuisances for the purposes of this article; provided, however, that the following shall not be deemed to be an exclusive list:

(1) All articles or things whatsoever committed, caused, kept, maintained, suffered, or permitted, that are dangerous or detrimental to any of the inhabitants of the city.

(2) Any condition or use of private property or of building exteriors which is detrimental to the property of others or which causes or tends to cause substantial diminution in the value of other property in the neighborhood in which such property is located, or offensive annoyances which are discomforting or detrimental to the health or public welfare of individuals or the public. This



includes but is not limited to the keeping or the depositing on, or the scattering over the premises of any of the following:

- a. Junk, trash or debris;
- b. Abandoned, discarded or unused objects or equipment such as automobiles, furniture, stoves, freezers, appliances, cans or containers;
- c. Building material abandoned or stored in an area where construction is not in progress and in an area not properly zoned for such storage; however, such storage shall be permitted in an area where construction is in progress and a valid building permit issued by the city is in effect. Such permitted storage shall not extend more than 30 days beyond the expiration of the building permit or completion of construction whichever first occurs.

(3) Any partially dismantled, wrecked, junked, or discarded or otherwise non-operating motor vehicle under repair remaining on private property longer than 48 hours; and no person shall leave any such vehicle on any property within the city for a longer time than 48 hours, except that this section shall not apply to any vehicle in an enclosed building or so located upon the property as not to be readily visible from any public place or from any surrounding private property, or with regard to a vehicle in an appropriate storage place or depository maintained in a lawful public agency or entity, or in a zoning district permitting such use.

(4) Unsheltered storage or unsheltered parking of old unused, stripped, junked and other vehicles not in good and safe operating condition and of any other vehicles, machinery, implements and/or equipment or personal property of any kind which is no longer safely usable for the purposes for which it was manufactured, which in this article are collectively described as personal property, for a period of 24 hours or more except in a licensed junk or salvage yard. Automobiles not having a current state inspection certificate shall be presumed to be not in a good and safe operating condition unless properly stored and sheltered as provided in subsection (3) of this section.

(5) The carrying on of any business dangerous or detrimental to the health or safety of the inhabitants of the city.

(6) The manufacturing or rendering of any article or thing that is obnoxious or detrimental to the safety or health of any of the inhabitants of the city.

(7) Accumulating, storing, piling, stacking or placing of paper, magazines, rags, sawdust, debris, dirt, rocks, boxes, straw, or other similar substances, or leaves for more than 48 hours on residential or business property by the owner or person in charge of said property, whether through their agent, servants, employees or otherwise, when such substances are accumulated, stored, piled, stacked or placed so that they may, by natural causes such as wind or storm, escape

from the property where so stored, accumulated, piled, stacked or placed onto the property of others, the streets, sidewalks or alleys.

(8) Carcasses of animals remaining exposed more than 12 hours after death.

(9) Ashes, slops, filth, excrement, rocks, stones, dirt, debris, straw, soot, tree limbs, offal, stagnant water, all sorts of decaying animal matter, decaying fruit or vegetables, or other vegetable matter, broken kitchenware, wrecks or parts of worn-out automobiles or other machines, scrap iron or other metals, old cans, old bottles, broken glass, discarded wearing apparel, dead animals, or any other offensive or disagreeable substance or thing, old, dilapidated barns, sheds or other buildings left, deposited or caused or permitted to remain in such quantity or in such condition as to be offensive to the sight or smell or a menace to health, safety, peace, or comfort, or of such nature as to be or become harborers or breeding places for mosquitoes, ants, flies, rats, mice or other insects, animals, or vermin, or so as to provide shelter, food or protection for rodents, thus favoring rodent multiplication and continued existence whether left or deposited upon private premises owned, occupied or controlled by persons causing or permitting the same or upon any public street, sidewalk, alley, parkway, public enclosure or vacant lot; all water, steam, and condensation drained from, emitted from or thrown upon any sidewalk, parkway, alley or street from any place occupied by a commercial or business structure or any appurtenances belonging thereto.

(10) Any stable, stall, shed, compartment and any yard or appurtenance thereof in which any horse, cattle, cows, swine, dogs, rabbits or any other animals, chickens or any other fowl shall be kept, or any place in which manure, urine, or other discharges of such animals shall collect or accumulate, and which stable, stall, shed or compartment, or any yard or appurtenance thereof, is not kept in a clean and wholesome condition, so that offensive smell shall be allowed to escape therefrom. Nothing in this article shall be so construed as to include manure deposits upon any private property for the purposes of cultivating the same.

(11) Discharge from any source whatsoever of air contaminants or other material of such quantities and of such duration as to cause injury, detriment, nuisance or annoyance to any considerable number of persons or to the public or which endanger the comfort, repose, health or safety of any such persons or the public or which cause or have a natural tendency to cause injury or damage to business or property, or to cause a condition of air pollution.

(12) The accumulation upon any private property lot or parcel of ground or the discharge thereof upon any public street, alley, sidewalk or other public place, or upon any private property, of urine, liquid waste from stables, swill, water from privy vaults, wastewater, filthy wash water, or any foul or nauseous liquid waste of any kind whatever.

(13) The throwing, depositing, or causing to be deposited in any street, alley or other public place or on any private property of any garbage, refuse, filth, debris, offal, the carcass of any animal or part thereof, any filthy water or manure or other offensive matter, or causing or

permitting such or any offensive matter to collect or remain in any place to the prejudice or annoyance of others.

(14) The standing of vehicles which are laden with any foul or nauseous thing, liquid or substance or any refuse, filth, offal or other trash or rubbish, anywhere in the city for a period of time longer than reasonably necessary for loading or unloading.

(15) Any unclear, stinking, foul, odorous or filthy drain, ditch, tank, or gutter, or any leaking or broken sloop, garbage, or manure boxes, or receptacles of like character.

(16) Any dirt gathered in cleaning yards, waste of mills or factories, or any rags, damaged merchandise, wet, broken or leaking barrels, casks or boxes, or any materials which are offensive or tend by decay to become putrid or to render the atmosphere impure or unwholesome, found upon any lot or piece of ground.

(17) Any water leakage, seepage or moisture in any cellar, basement or part thereof, of any house or building occasioned by leakage from defective hydrants, water pipes, sewer pipes, cisterns, wells, gutters, drains, rainspouts or seepage from the surrounding earth.

(18) Any pond or pool of unwholesome, impure, stagnant or offensive water found upon any lot or piece of ground.

(19) Any open, uncovered or unprotected well or cistern on any premises, or any well or cistern containing water which on analysis discloses to be impure or unwholesome in nature.

(20) Any water accumulating and remaining, continuing or stagnating upon, in or about any lot, tract, or piece of ground, or any barrels, buckets, kegs, tubs, cans, bottles, jars or vessels of any kind whatsoever caused or permitted to be thrown, to be placed or to remain upon any lot, property, or grounds in the city that might, could or would catch, hold, contain or retain water in which mosquitoes, bugs, worms or living creatures might be bred, hatched, raised or allowed to remain or accumulate.

(21) Every privy, privy vault, cesspool or water closet, or any other receptacle whatever, of human excrement, which is in an overflowing, leaking, full, insecure or defective condition or kept in such condition as to emit any offensive, noxious or disagreeable odor.

(22) The erection, continuance or use of any building, room, or other place in the city for the exercise of any trade, employment or manufacture, which by occasioning noxious exhalations, causes offensive odors discomforting, offensive or detrimental to the health of individuals or the public.

(23) The causing or permitting of any natural or manmade drainage ditch, dam, detention pond, drainage structure or drainage way on any private property or public property to be rendered partially or totally unusable or ineffective in meeting its original purpose and natural or design

capacity. Failure to establish and maintain an adequate vegetation cover on any non-paved drainage facility, or permitting surface vegetation to grow in excess of seven inches in height thereon; except that such surface vegetation may grow in excess of seven inches but no more than 12 inches when in the portion of undeveloped land outside of the 50 foot areas described in subsection 14-40(a), subject to other provisions of this Chapter 14.

(24) The maintenance upon any premises in this city of a building, structure or other condition apt to cause injury to the traveling public, or apt to obstruct, injure or destroy the public ways of the city.

#### Sec. 14-4. - Abandoned iceboxes.

It shall be unlawful for any person to leave or permit to remain outside of any dwelling, building or other structure, or within any unoccupied or abandoned building, dwelling or other structure under such person's control, in a place accessible to children, any abandoned, unattended or discarded icebox, refrigerator or other container which has an airtight door or lid, snap lock or other locking device which may not be released from the inside, without first removing the door.

#### Sec. 14-5. - Right of entry for purposes of enforcement.

(a) Whenever necessary to make an inspection or to enforce any of the provisions of this Code or whenever the code enforcement officer, chief of police, or other employee authorized by the city manager has reasonable cause to believe that there exists a nuisance, or in any building or structure any condition which makes such building or structure unsafe, the code enforcement officer, chief of police, or other employee authorized by the city manager may go upon the property and/or enter the building or structure at any reasonable time to inspect the same or to perform any duty imposed upon the code official by this Code, including abatement or removal of any nuisance; provided, if such property is occupied, the code official shall first present proper credentials and request and obtain permission to enter before entering the building or structure. Reasonable effort must be made to locate the owner or other persons having charge or control of the property when seeking permission for entry.

(b) If no consent has been given to enter or inspect any building, structure, or premises, no entry or inspection shall be made without the procurement of a warrant from the judge presiding in the municipal court.

(c) If a complaint in writing is filed by the code official, any police officer, city attorney or prosecuting attorney of the city with the municipal court of the city stating that he or she has probable cause to believe there exists on a property or in a building or structure, more particularly described therein, a violation or violations of provisions of this Code and it is within the territorial jurisdiction of the city, and if the complaint is verified by oath or affirmation stating evidential facts from which the judge determines the existence of probable cause, then the

judge may issue a search warrant directed to the authorized person to search the structure or premises therein described for the purposes requested.

(d) The search warrant must be executed and returned within ten days after the date of its issuance. The person authorized to search shall make a return promptly after concluding the search and the return shall contain an itemization of all violations of this Code discovered pursuant to the search. Refusal to allow entry upon presentation of a search warrant shall be an ordinance violation. Execution of a search warrant issued under this section shall not be by forcible entry.

(e) For its determination of probable cause for issuance of an administrative warrant, the municipal court may consider any of the following factors along with such other matters as it deems pertinent in its discretion as to whether a warrant shall be issued:

- (1) Eyewitness accounts of violation;
- (2) Citizen complaints;
- (3) Tenant complaints;
- (4) Plain-view violations;
- (5) Violations apparent from city records;
- (6) Nature of alleged violation, the threat to life or safety and imminent risk of significant property damage;
- (7) Previous unabated or similar violations in the building or structure or on the premises;
- (8) Passage of time since the last inspection of the building, structure, or premises;
- (9) The age and condition of the building or structure to be inspected; and
- (10) Whether the scope of the search has been specifically and narrowly defined so as to limit the discretion of the inspector.

(f) Cause supporting issuance of a warrant shall be deemed to exist in light of reasonable legislative and administrative standards which show that there is reason to believe that a condition of nonconformity exists with respect to a building in violation of the provisions of the International Property Maintenance Code, as adopted by the City. The mere refusal of entry or inspection shall not constitute adequate probable cause for the issuance of an administrative warrant.

(g) The code official may enter the premises without consent or an administrative warrant to make an inspection or enforce any of the provisions of this Code in the following circumstances:

- (1) The activity has a high risk of illegal conduct and poses a serious danger to the public;
- (2) Emergency situations;
- (3) The inspection is conducted at a pervasively regulated business;
- (4) In connection with such accepted regulatory techniques as licensing programs which require inspections prior to operating a business or marketing a product; or
- (5) When the circumstances or conditions otherwise threaten the health, safety or welfare of the public.

Sec. 14-6. - Abatement after notice, hearing.

(a) If the abatement of any nuisance is not immediately necessary for the protection of the health and welfare of the inhabitants of the city, then the code enforcement officer or other employee authorized by the city manager shall give seven days' notice to the owner, occupant or person having possession of the premises where the nuisance exists, or his or her agent, stating the nature of the nuisance and ordering the removal or abatement of such nuisance. The notice shall be required in order to abate the nuisance under provisions of this Chapter, but notice shall not be required as a prerequisite for a violation of section 14-1 or repeat violations pursuant to section 14-41(b). If the nuisance is on private property, proof that a person occupied the property or that a person has possession or the right to possession of the property shall constitute prima facie evidence for purposes of this Chapter that the person has caused, maintained or permitted the nuisance; and the person shall be responsible for its abatement. The notification may be made by any one of the methods set forth in 14-6(c)(7).

(b) A person notified as provided in this section shall not fail, neglect or refuse to comply with the notice within the time specified. For every day from the time specified in the notice that the person shall fail, neglect or refuse to comply and for every day thereafter that the person shall fail, neglect or refuse to abate or remove such nuisance, he or she shall be deemed guilty of a separate offense. If the property has been posted with a notice to abate the nuisance, failure to give notice as set forth above shall not invalidate a lien against the land for charges to abate the nuisance.

(c) Procedure. The notice of nuisance and requirement to abate shall:

- (1) Be in writing.
- (2) State the nature of the nuisance and that the condition constitutes a nuisance.
- (3) Describe the premises where the nuisance is alleged to exist or to have been committed.

(4) Specify a period of seven days for the abatement of the nuisance and advise the owner, occupant or person in possession of the premises of his or her right to request a hearing under the appeal procedure in Section 14-6(d).

(5) State that, unless the nuisance is abated within the seven days, it can be abated by the city, and the costs of abatement shall be assessed as provided for under Section 14-9.

(6) State that failure, neglect or refusal to abate the nuisance within the seven days renders the owner, occupant or person in possession of the premises prosecutable in municipal court, with penalties imposed in accordance with Section 14-2.

(7) Be served upon the owner, occupant or person in possession of the premises, or owner of the personal property, by delivery personally or by leaving notice at the owner, occupant or person in possession's usual place of abode with a member of the family over the age of 15 years, or by United States mail, postage prepaid, addressed to the owner, occupant, person in possession or their agent. If a person to whom notice is addressed cannot be found after reasonable effort to do so, service may be made upon the person by posting the notice on the premises described in the notice, or by causing the notice to be published in a newspaper of general circulation. If the owner or occupant is a corporation, notice shall be served upon an officer, a person in charge of any local business office, or its registered agent or any other agent authorized by appointment or required by law to receive service of process.

(d) Appeal.

(1) Any person served with a notice of violation and requirement to abate shall have the right to appeal from the notice of violation to the chief of police or his designee within seven days of the date of the notice of violation. The chief or designee shall hear at a time promptly set, in a manner allowing the appellant to present evidence, each duly filed appeal and decide whether to affirm, amend or reverse the notice of violation or other action appealed. In doing so, the chief or designee may interpret the provisions of the Code and this Chapter.

(2) An appeal shall be in writing and in a form and with such information as the city may require. An appeal must be delivered to the police department administrative office on or before the seventh day after the notice of the violation. Only those matters specifically raised by the applicant in the written appeal shall be considered.

(3) The timely filing of an appeal shall not stay enforcement through abatement but shall preserve the right to challenge abatement costs. Failure of a person entitled to appeal under this Chapter to timely file an appeal is a waiver of the right to appeal. A person shall be estopped to deny the validity of any order or action which could have been appealed.

(4) Any person who appeals under this section may appeal the decision to the Governing Body within ten days of the decision, in writing, in a form and with such information as the city may require.

Sec. 14-7. - Authorization to abate.

Seven days after the notice is given to a property owner or person occupying or in possession of the property to abate or remove a nuisance, or to an agent as may be applicable, and the property owner or occupant or possessor fails to begin removing or abating the nuisance or otherwise fails to remove or abate the nuisance, a summons shall be issued in accordance with Section 14-2. Further, the code enforcement officer or other employee authorized by the city manager is authorized and empowered to lawfully enter upon any private property or premises for the purpose of abating or removing any nuisance existing thereon upon obtaining a warrant or consent from the owner or occupant or possessor of the property and for that purpose may summon sufficient force to help him or her abate or remove any nuisance, including the use of city employees or equipment and the use of laborers hired for the duration of the abatement project.

Sec. 14-8. - Abatement without notice.

Whenever the code enforcement officer, chief of police, or other employee authorized by the city manager has cause to abate a nuisance immediately in order to secure the general health, safety, or welfare of the city or any of its inhabitants, the code enforcement officer, chief of police, or other employee authorized by the city manager is authorized to abate the nuisance without notice, and he or she may use any suitable means or assistance for that purpose, whether employees of the city or day laborers especially employed for that purpose or any other help or assistance necessary therefor.

Sec. 14-9. - Liability for costs.

All of the costs of abatement, including but not limited to costs of notices, inspections and abatement proceedings shall be certified to the city clerk or officer in charge of finance, who shall cause the certified costs to be included in a special tax bill or added to the annual real estate bill, at the collecting official's option, for the property and the certified costs shall be collected by the official collecting taxes in the same manner and procedure for collecting real estate taxes. If the certified costs are not paid, the tax bill or annual real estate bill reflecting the special tax bill (in any case referred to as "tax bill") shall be considered delinquent, and the collection of the delinquent bill shall be governed by the laws governing delinquent and back taxes. The tax bill from the date of its issuance shall be deemed a personal debt against the owner and a lien on the property until paid. The tax bill shall be prima facie evidence of the recitals therein and of its validity and no mere clerical error or informality in the same, or in the proceedings leading up to the issuance, shall be a defense thereto. Each tax bill shall be issued by the city clerk and



delivered to the collecting official on or before the first day of September of each year. The tax bills if not paid when due shall bear interest at the rate of 12 percent per annum.

Sec. 14-10. - Disposition of nuisance property.

(a) If not removed within the times specified in the notice to abate provided for within sections 14-6, 14-7 and 14-8, vehicles, junk or other property constituting the nuisance shall be transported to a storage area, by or at the direction of the code enforcement officer, police chief or other employee authorized by the city manager, at the expense of the owner or person in custody thereof. It shall then be stored for a period of at least 90 days and the person entitled to possession thereof may redeem the property by payment to the city of the actual costs of removal and a storage fee.

(b) The owner of the property constituting the nuisance, if known, or owner or occupant of the premises where the nuisance existed, or his or her agent, shall be notified of the right to redeem the property pursuant to 14-10(a), above. The notice shall be served in the manner outlined in section 14-6 before the 90 day redemption period expires.

(c) If the vehicle or junk or other property constituting a nuisance is unredeemed after the expiration of the 90-day period, the code enforcement officer, chief of police or other employee authorized by the city manager, may sell the vehicle, junk or other property to the highest bidder or, if it has no resale value, may otherwise dispose of it. Any money received from the sale or disposal of any vehicle or junk shall be applied to the abatement expenses charged to the owner or person in charge thereof. Any money received from the sale in excess of the actual costs of abatement and storage shall be returned to the owner or person in charge thereof provided that:

(d) Prior to the sale or disposal of any nuisance property under the provisions of this section, the code enforcement officer, chief of police or other employee authorized by the city manager shall notify the owner or occupant of the premises where such nuisance exists or his or her agent in the manner outlined in section 14-6, and shall cause to be posted in city hall, the place of storage and at least one other public place in the city, a notice of sale stating:

- (1) The terms of the sale;
- (2) The date, time and place of the sale; and
- (3) An itemized description of the property.

The notice shall be published not less than ten nor more than 30 days prior to the sale.

Secs. 14-11—14-36. - Reserved.

## ARTICLE II. - WEEDS AND OTHER RANK VEGETATION

Sec. 14-37. - High weeds, etc., declared menace to public health, safety and welfare.

The presence of high weeds and other rank or uncultivated vegetation, excluding shade trees, ornamental shrubs, fruit trees, domesticated berry bushes and vines, cover crops and domestic grains and plantings on lots and pieces of land within the city, constitute a menace to the public safety, health and welfare by reason that such conditions may:

- (1) Cause a fire hazard;
- (2) Furnish cover for prowlers;
- (3) Create a nuisance with potential danger of injury on rocks, debris, holes, etc., covered by excess growth;
- (4) Obstruct visibility at street intersections;
- (5) Result in the aggravation of allergies;
- (6) Furnish a potential harborage or breeding place for disease-carrying insects, arthropods, animals and poisonous snakes.

Sec. 14-38. - Weeds and other rank or uncultivated vegetation constituting a nuisance.

The growth of weeds and other rank or uncultivated vegetation shall constitute a public nuisance when any such growth on a lot or piece of land may substantially endanger the health, safety, or welfare of the public, having considered those hazards enumerated in section 14-37.

Sec. 14-39. - Weeds, etc., over seven inches in height declared nuisance per se.

The growth of weeds or other rank or uncultivated vegetation in excess of seven inches in height is declared to be a public nuisance, per se, detrimental to the health, safety or welfare of the public.

Sec. 14-40. - Permitting growth of high weeds, grass, etc., prohibited.

(a) It shall be unlawful for any owner, lessee or occupant, or any agent, servant, representative or employee of any such owner, lessee or occupant, having control of any lot, piece of land, or any part of any lot, to allow weeds, other rank or uncultivated vegetation, or grass to attain a height greater than seven inches or more on (i) any developed lot or land, or (ii) that portion of any undeveloped land which portion is located within fifty feet of the centerline of any adjacent street or alley, or which portion is located within fifty feet of the property line of residentially zoned property. That portion of undeveloped land located beyond these fifty foot areas may grow in excess of seven inches but no more than twelve inches.

(b) Whenever private property abuts a public right-of-way or easement belonging to the city, or any other public entity, and there exists in such right-of-way or easement a tree, lawn or grassy area between the private property line and the midline of said right-of-way or easement, then such tree, lawn or grassy area shall be considered, for purposes of this section, to be a part of the private lot which abuts the right-of-way or easement, and it shall be the duty of those responsible under this section for the trimming of tree limbs to at least thirteen feet six inches above the public street, alley, street right-of-way, or alley right-of-way, sidewalk, or public place, and mowing of the private lot to equally maintain the tree, lawn or grassy area within the abutting right-of-way or easement, and all of the provisions of this section shall apply with equal force and effect to said tree, lawn or grassy area.

(c) The provisions of this section shall not apply to publicly owned grassy medians. In addition to any other available remedies, any person violating this section shall be punished as provided by section 14-2.

(d) The provisions of this section shall not apply to cultivated property, regardless of its zoning. The property owner or tenant must file a letter with the city notifying of the cultivated status of the property.

Sec. 14-41. - Abatement; order for owner to abate.

(a) Whenever the code enforcement officer or other employee authorized by the city manager is made aware that a violation of section 14-37, 14-38, 14-39 or 14-40 has occurred, the code enforcement officer or other employee authorized by the city manager shall give seven days' notice as authorized in section 14-6 to the owner or occupant or person in possession of the premises where the violation exists, or to his or her agent, stating the nature of the violation and ordering the removal or abatement of violative weeds, or other rank vegetation nuisance. If the violation is not abated within seven days of the notice, the city shall cause the violation to be abated with costs assessed as set forth in section 14-9. If a party timely appeals under section 14-6, costs may be challenged.

(b) Any person served with a notice of violation has the right to a hearing as set forth in section 14-6; however, the filing of an appeal shall not stay the abatement of weeds or other rank vegetation.

(c) If weeds, or other rank vegetation are allowed to grow on the same property in violation of a provision in Article II of this Chapter more than once during the same growing season, and the city has provided at least one notice of violation in accordance with subsection (a) of this section, the code enforcement officer or other employee authorized by the city manager may, without further notification, have the weeds, or other rank vegetation removed, cut or abated, and the cost of the same shall be billed and collected as provided in section 14-9. The provisions of this subsection do not apply to lands owned by a public utility and lands, rights-of-way, and easements appurtenant or incidental to lands controlled by any railroad.

Sec. 14-42. - Abatement by city; collection of costs thereof.

In case the party responsible for abating or remedying the weeds, or other rank vegetation identified as being nuisances or in violation of sections 14-37 through 14-41 has not removed or abated or otherwise brought the violation into compliance with this Chapter within the seven-day abatement period set forth in section 14-41(a), the code enforcement officer or other employee authorized by the city manager shall have the weeds or rank vegetation, cut down and removed or otherwise abated to bring such areas into compliance with this Chapter. All costs of abatement shall be collected as provided in section 14-9.

Section 2. That this Ordinance shall be in full force and effect from and after the date of its passage and approval.

Duly read two (2) times and passed this \_\_\_ day of \_\_\_\_\_, 2015.

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

Approved this \_\_\_ day of \_\_\_\_\_, 2015.

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

ATTEST:

\_\_\_\_\_  
Patricia A. Ledford, City Clerk  
of the City of Belton, Missouri

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the \_\_\_\_ day of \_\_\_\_, 2015, and thereafter adopted as Ordinance No. 2015-\_\_\_\_\_ of the City of Belton, Missouri, as a regular meeting of the City Council held on the \_\_\_\_ day of \_\_\_\_, 2015, after the second reading thereof by the following vote, to-wit:

AYES:            COUNCILMEN:

NOES:            COUNCILMEN:

ABSENT:        COUNCILMEN:

\_\_\_\_\_  
Patricia A. Ledford, City Clerk  
of the City of Belton, Missouri

**SECTION V**  
**B**

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**AN ORDINANCE DECLARING THE RESULTS OF THE ANNUAL ELECTION OF MUNICIPAL OFFICERS OF THE CITY OF BELTON, MISSOURI.**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BELTON, CASS COUNTY, MISSOURI.**

Section 1. It is hereby found, declared and determined in accordance with the certification of election results from the Cass County Clerk, at the annual election of municipal officers held April 7, 2015, in conformity with the laws of the State of Missouri, as follows:

1. For the office of Councilman, Ward 1:

<b>CANDIDATE</b>	<b>TOTAL VOTES RECEIVED</b>
<b>Scott Von Behren</b>	<b>180</b>

The City Council does find that Scott Von Behren is the candidate for the office of Councilman, Ward 1, for a three-year term, who received the highest number of votes, and he shall hold office for a term of three (3) years or until his successor is duly elected or appointed and qualified according to law.

2. For the office of Councilman, Ward 2:

<b>CANDIDATE</b>	<b>TOTAL VOTES RECEIVED</b>
<b>Josh Burnett</b>	<b>60</b>
<b>Dean Van Winkle</b>	<b>234</b>

The City Council does find that Dean Van Winkle is the candidate for the office of Councilman, Ward 2, for a three-year term, who received the highest number of votes, and he shall hold office for a term of three (3) years or until his successor is duly elected or appointed and qualified according to law.

3. For the office of Councilman, Ward 3:

<b>CANDIDATE</b>	<b>TOTAL VOTES RECEIVED</b>
<b>Bob Newell</b>	<b>142</b>
<b>Willard (Bill) Rosser</b>	<b>83</b>

The City Council does find that Bob Newell is the candidate for the office of Councilman, Ward 3, for a three-year term, who received the highest number of votes, and he shall hold office for a term of three (3) years or until his successor is duly elected or appointed and qualified according to law.

4. For the office of Councilman, Ward 4:

<b>CANDIDATE</b>	<b>TOTAL VOTES RECEIVED</b>
<b>Gary Lathrop</b>	<b>112</b>

The City Council does find that Gary Lathrop is the candidate for the office of Councilman, Ward 4, for a three-year term, who received the highest number of votes, and he shall hold office for a term of three (3) years or until his successor is duly elected or appointed and qualified according to law.

Section 2. SEVERANCE CLAUSE: The provisions of this ordinance are declared to be severable, and if any sentence, clause or phrase of this ordinance shall for any reason be held to be invalid or unconstitutional, such decisions shall not affect the validity of the remaining sections, sentences, clauses or phrases of this ordinance, but they shall remain in effect notwithstanding the invalidity of any part thereof.

Section 3. REPEAL OF CONFLICTING ORDINANCES: All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 4. EFFECTIVE DATE: This ordinance shall be in full force and effect from and after its passage and approval.

Duly read two (2) times and passed this \_\_\_\_ day of April, 2015.

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

Approved this \_\_\_\_ day of April, 2015.

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

ATTEST:

\_\_\_\_\_  
Patricia A. Ledford, City Clerk  
of the City of Belton, Missouri



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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton, and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the \_\_\_\_ day of April, 2015, and thereafter adopted as Ordinance No. 2015-\_\_\_\_ of the City of Belton, Missouri, at a regular meeting of the City Council held on the \_\_\_\_ day of April, 2015, after the second reading thereof by the following vote, to-wit:

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

---

Patricia A. Ledford, City Clerk  
of the City of Belton, Missouri

**Election Summary Report**  
**CASS COUNTY**  
**MUNICIPAL ELECTION**  
**Summary For Jurisdiction Wide, All Counters, All Races**  
**UNOFFICIAL RESULTS**

04/07/15  
20:35:11

<b>BELTON WARD 1</b>		
Number of Precincts	Total	
Precincts Reporting	3	
Total Votes	3	100.0%
<hr/>		
SCOTT VON BEHREN	180	97.30%
Write-in Votes	5	2.70%

<b>BELTON WARD 2</b>		
Number of Precincts	Total	
Precincts Reporting	3	
Total Votes	3	100.0%
<hr/>		
JOSH BURNETT	60	20.34%
DEAN VanWINKLE	234	79.32%
Write-in Votes	1	0.34%

<b>BELTON WARD 3</b>		
Number of Precincts	Total	
Precincts Reporting	3	
Total Votes	3	100.0%
<hr/>		
BOB NEWELL	142	63.11%
WILLARD ROSSER	83	36.89%
Write-in Votes	0	0.00%

<b>BELTON WARD 4</b>		
Number of Precincts	Total	
Precincts Reporting	3	
Total Votes	3	100.0%
<hr/>		
GARY LATHROP	112	96.53%
Write-in Votes	4	3.47%

**SECTION III**  
**B**



# CITY OF BELTON CITY COUNCIL INFORMATION FORM

**DATE:** April 14, 2015

**DIVISION:** Public Works

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

<input type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input checked="" type="checkbox"/> <b>Consent Item</b>	<input type="checkbox"/> Change Order	<input checked="" 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:**

Staff is recommending the purchase of a black and white network printer from GFI Digital for \$7,649.47.

**PROPOSED CITY COUNCIL MOTION:**

Approval of a motion to purchase a network printer from GFI Digital

**BACKGROUND:**

The adopted FY2016 budget includes replacement of the existing black and white network printer in the City Hall Annex with a new printer that includes all of the same functionality. The existing printer is seven years old and is often down for maintenance. The new printer will provide all of the existing features of the old printer in addition to folding and hole-punch capabilities that will save time and effort from staff. Staff recommends purchasing this printer from GFI Digital for several reasons. GFI Digital provides the best price of the bids staff received (\$7,649). This price includes all parts, labor, toner, preventative maintenance, service calls, delivery, installation, and training. Also, GFI Digital is a member of the PROs Elite 100, which means that it is one of the Top 100 servicing dealers in the United States and the best in the region. As a result, the City can expect short response times to service calls and great customer support.

**IMPACT/ANALYSIS:**

**FINANCIAL IMPACT**

Contractor:	GFI Digital	
Amount of Request/Contract:	\$	7,649
Amount Budgeted:	\$	10,000
Funding Source:	010-2000-400-3020, 010-4000-400-3020	
Additional Funds:	\$	N/A
Funding Source:	N/A	
Encumbered:	\$	N/A
Funds Remaining:	\$	2,351

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

Staff recommends approving a motion to purchase a black and white network printer as described from GFI Digital.

**LIST OF REFERENCE DOCUMENTS ATTACHED:**

- Printer Quotes
- Technology Plan

# Executive Summary

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NetStandard is contracted to provide management, support, monitoring, and maintenance for City of Belton. Included in that service is strategy and planning for future IT needs based on business requirements and growth projections. The following Roadmap details are provided using a combination of industry best practices, engineering experience, and cost/value analysis. This list contains both operational level items as well as strategic discussion points to consider and is intended to be used as a working document to help align IT with business goals.

There are a few pressing issues to consider beginning with the most important which is to remove any and all Windows XP computers from the network as well as Exchange 2003. Also an important item is to validate/verify whether or not all sites are connected to the same ISP via the existing fiber connection.

## Overview

---

- Our Internet Service Provider (ISP) for City Hall/Annex is Time Warner Cable 10 x 10 Mbps Fiber service.
- The Internet Service Provider (ISP) for Water/Transportation is Time Warner Cable 35 x 5 Mbps Coax service.
- Our Internet Service Provider (ISP) for the Fire Department is Nuvox 35 x 5 Mbps Coax service.
- Our Internet Service Provider (ISP) for the Waste Water Department is CradlePoint 3G/4G wireless service.
- We use a WatchGuard Firebox X550e Firewall to provide firewall services to the City Hall network.
- We use a WatchGuard XTM25 Firewall to provide firewall services to the Water/Transportation network.
- We use a WatchGuard XTM515 Firewall to provide firewall services to the Fire Department network.
- Our email solution is for the City is an on premise Microsoft Exchange 2010 solution.
- The email solution is for the Fire Department is an on premise Microsoft Exchange 2003 solution.
- We use a Barracuda Anti-Spam solution hosted through NetStandard for Belton.org.
- We do not use an Anti-Spam solution for BeltonFire.org.
- The accounting package in use is SunGard.
- The Anti-Virus solution is Trend Micro Antivirus Worry Free Business.
- Desktop patching occurs every night.
- Server patching occurs monthly on the 3<sup>rd</sup> Sunday between 8pm – 12am.
- The server backup solution for the City is a disk to disk system called DataSafe through NetStandard.
- The server backup solution for the Fire Department is a tape system using Symantec Backup Exec.

The chart below lists the key infrastructure devices in use today:

Server	Type	Host	CPU	RAM	Disk	OS
Cartegraph	Virtual	ESX01	4 vCPU	4 GB	205 GB	Microsoft Windows Server 2003 Standard Edition
CityExch01	Virtual	ESX01	1 vCPU	8 GB	340 GB	Microsoft® Windows Server® 2008 Standard x64
NTServer2	Virtual	ESX01	2 vCPU	24 GB	1.2 TB	Microsoft® Windows Server® 2008 Standard x64
Terminal	Virtual	ESX01	4 vCPU	7 GB	500 GB	Microsoft Windows Server 2008 R2 Standard x64
BeltonESX01	Physical	-	Dual 2.3 GHz	64 GB	5 TB	VMware ESX 5.1.0
BeltonESX02	Physical	-	Dual 2.83 GHz	24 GB		VMware ESX 5.5.0

BeltonESX03	Physical	-	2.66 GHz	8 GB		VMware ESX 4.1.0
BeltonFD1	Virtual	WS12	2 vCPU	4 GB	900 GB	Microsoft Windows Server 2003 for Small Business Server
BeltonFD2	Physical	-	Dual 2.30 GHz	2 GB	300 GB	Microsoft Windows Server 2003 R2 Standard Edition
Belton_WG	Virtual	WS12	vCPU	4 GB	300 GB	Microsoft Windows Server 2003 Standard Edition R2
WS12	Physical	-				VMware ESX 4.1.0

## Technology Roadmap

The list below details specific recommendations to consider. These are specific to certain aspects of the network and may provide improved performance, best practices, redundancy, or other various aspects of improvement to the environment.

### Retire Windows XP

Microsoft support for Windows XP Professional ended on **April 08, 2014**. We should upgrade, replace, or decommission any computers running that operating system (OS) prior to this date. There are currently 16 computers with this OS:

- |                                 |                  |                 |
|---------------------------------|------------------|-----------------|
| 1. AJonesWiley<br>(AJonesWiley) | 6. WS16 (Fire)   | 12. WS20 (Fire) |
| 2. BeltDMS (Jsudheimer)         | 7. WS16 (GSmith) | 13. WS21 (Fire) |
| 3. SCADA                        | 8. WS17 (Fire)   | 14. WS22 (Fire) |
| 4. WasteWaterStaff              | 9. WS18 (Fire)   | 15. WS24 (Fire) |
| 5. WS135 (Brenda)               | 10. WS19 (Fire)  | 16. WS51 (City) |
|                                 | 11. WS2 (Patti)  |                 |

If we assume an average cost of \$700/per workstation then these replacements would cost \$12,600 for hardware and additional cost to setup/configure/install the new workstations, estimated at \$6,000.

- I worked w/Kevin Livingston and provided him quotes on 12/4 to replace the XP machines as well as Office 2003 at the Fire Department.
- Kevin Livingston decided to purchase the XP replacements through another vendor and NSI will install/configure the new workstations once they are purchased and delivered.
- BeltonDMS is in the process of being evaluated for replacement requirements.
- The Fire Department has ordered new workstations and they will be implemented by 3/31.

<http://support.microsoft.com/lifecycle/search/default.aspx?sort=PN&alpha=Windows+XP+Professional&Filter=FilterNO>

### Retire Exchange Server 2003

Microsoft support for Exchange Server 2010 ends on **April 08, 2014**. We should upgrade the version of software prior to his date. Current server with this Exchange Version is:

1. BeltonFD1 (Exchange 2003)

- The Fire Department has decided to move to Hosted Exchange through NetStandard. I have sent Brad Foster an agreement Addendum for signature. Once the agreement is signed we will start the process of implementation.

<http://support2.microsoft.com/lifecycle/search/default.aspx?sort=PN&alpha=Microsoft+Exchange+Server+2003&Filter=FilterNO>

## Consolidate ISP's

Currently each department has a different Internet Service Provider which creates a situation where there are wasted resources. Additionally the City has previously invested in building Fiber between all the buildings so the most ideal situation would be to utilize this fiber investment to inter-connect all the buildings and route their internet traffic out a single ISP. This would result in lower monthly cost overall, more negotiating power, and better efficiency of network resources. Also this would give us flexibility in being able to quickly increase or decrease the bandwidth for future considerations.

- I have met w/Consolidated Communications (formerly SureWest) and they are investigating and should be presenting a bid.
- CCI has completed their quote for Data circuits and are finishing up a quote for Voice. Once they are finished then they will want to meet to review and discuss options and pricing.
- Grant Burch and Josh Johnson from NSI have made progress tracing the fiber connections between buildings but are not 100% complete. We hope to have this evaluation completed soon.

## Cartegraph YourGOV

We are in the process of moving Cartegraph from an internal server to a cloud hosted version.

- Ryan assisted in coordinating my team (Bruce Ogden) and Cartegraph (Jerry Simon) to review changes and requirements.
- Ryan filled out the Deployment Checklist document and emailed it back to Cartegraph.
- Next steps presumably are to schedule the cut-over.
- During December meeting Ryan indicated that we can potentially go ahead and shut off this server; he will check.
- Ryan indicated that we can shut-off the server. The server runs the ArcGIS licensing though and so it will need to be moved to another server before Cartegraph can be turned off.
- Tom Hutchinson has validated software compatibility and process and we are ready to move ArcGIS Licensing server, we just need to identify the correct candidate of server to move to.

## Renew Anti-Virus Software

The support/license agreement for Trend Worry Free Business Software expires on **June 26, 2015**. The approximate and estimated annual cost for 85 licenses is \$1,000.

## Retire Windows Server 2003

Microsoft support for Windows Server 2003 ends on **July 14, 2015**. We should upgrade, replace, or decommission any servers running that operating system (OS) prior to this date. Current servers with this OS are:

1. Belton\_WG (Fire Department)
2. CarTeGraph (City)
3. BeltonFD1 (Fire Department)
4. BeltonFD2 (Fire Department)

A new license for Windows Server 2012 costs approximately \$900. To upgrade all 4 servers it would take 3 new server licenses + hardware. CarTeGraph does not need additional hardware so that server would cost approximately \$900 for the license plus labor to install and configure a new server; estimated at \$2,430 for a total of \$3,330.

The Belton\_WG and BeltonFD1 servers also do not require additional hardware so those servers would cost approximately \$900 for the license plus labor to install and configure two new servers; estimated at \$4,860 for a total of \$5,760.

The BeltonFD2 server would require new hardware so that server would cost approximately \$900 for the license plus new server hardware plus labor to install and configure the new server; estimated labor at \$2,430 and estimated hardware cost of \$4,000 for a total of \$7,330.

- Sent quote to Kevin Livingston
- Reviewed quote with Kevin and PD resource
- Kevin Livingston and Chief Larkey have decided to move forward with the server upgrade project for the two Fire Department Servers. I have sent Kevin quotes for signature. Once he signs the SOW and purchase Quote then I will order the necessary software and schedule the upgrade.
- I have received signed SOW and Quote and have ordered the necessary licensing for this project.
- The project is estimated to be completed by 3/31.

<http://support.microsoft.com/lifecycle/search/default.aspx?sort=PN&alpha=Windows+Server+2003&Filter=FilterNO>

## DataSafe Cost Increase

The cost per GB for DataSafe Backups is \$0.35 for the 1<sup>st</sup> year. In Year two the cost goes back to the normal \$0.50/GB. We should consider this when budgeting for this cost increase starting in **September 01, 2015**. As of October, 2014 we are backing up 998 GB of data so the additional \$.15/GB will be a net increase of \$149.70/mo.

## Support/Maintenance for Firewall

The Watchguard maintenance and support agreement for the Watchguard X550e Firewall at the City Hall office expires on **October 02, 2015**. This includes: Hardware, Firmware & General Updates, Enhanced Support 24x7, Telephone Support 24x7, Antivirus, and UTM Suite. The approximate and estimated annual cost for this renewal is \$750.

## Workstation Refresh Schedule

Using the attached workstation inventory document, the following machines are the oldest in the company or have hardware warranties that have expired and we should budget for and schedule replacement purchases in 2015:

- |                                 |                       |
|---------------------------------|-----------------------|
| 1. TrainingRoom-PC (Fire)       | 10. WS19 (Fire)       |
| 2. WasteWaterStaff (WasteWater) | 11. WS20 (Fire)       |
| 3. WS35 (Fire)                  | 12. WS21 (Fire)       |
| 4. WS51 (City)                  | 13. WS22 (Fire)       |
| 5. WS135 (City)                 | 14. WS24 (Fire)       |
| 6. EDS (City)                   | 15. WS16 (WasteWater) |
| 7. WS16 (Fire)                  | 16. WS2 (City)        |
| 8. WS17 (Fire)                  | 17. WS81 (City)       |
| 9. WS18 (Fire)                  | 18. SCADA (City)      |



19. BELTDMS (City)

20. AJONESWILLEY

For budgeting purposes, on average workstation replacements cost approximately \$700/per.

- The Fire Department has ordered new workstations and they will be implemented by 3/31.

### Support/Maintenance for Firewall

The Watchguard maintenance and support agreement for the Watchguard XTM515 Firewall at the Fire Department Headquarters expires on **March 11, 2016**. This includes: Hardware, Firmware & General Updates, Enhanced Support 24x7, and Telephone Support 24x7. The approximate and estimated annual cost for this renewal is unknown at this time.

### Hardware warranty for WS12

The server that hosts 2 virtual servers for the Fire Department is a Dell Power Edge T710 (85X2GQ1) and the hardware warranty expires on **May 18, 2016**; Silver Premium Support & Next Business Day Service Warranty. The server was originally purchased May 17, 2014. The hardware warranty provides insurance in case a hardware component was to fail and allows for repair or replacement services through the manufacturer.

The WS12 server hosts the following virtual servers:

1. BeltonFD1
2. Belton\_WG

### Hardware warranty for BeltonESX01

The server that hosts five virtual servers for the City is a Dell Power Edge T620 (5BWAFX1) and the hardware warranty expires on **June 1, 2016**; Silver Premium Support & Next Business Day Service Warranty. The hardware warranty provides insurance in case a hardware component was to fail and allows for repair or replacement services through the manufacturer.

The BeltonESX01 server hosts the following virtual servers:

1. Cartegraph
2. CityEXCH01
3. NTServer02
4. Terminal

### Renew Domain

The *beltonfire.org* Domain expires on **June 30, 2016**. We should renew the domain before it expires.

<http://www.networksolutions.com/whois/results.jsp?domain=beltonfire.org>

### Support/Maintenance for Firewall

The Watchguard maintenance and support agreement for the Watchguard XTM25 Firewall at the Transportation Department expires on **January 30, 2017**. This includes: Hardware, Firmware & General Updates, Enhanced Support 24x7, and Telephone Support 24x7. The approximate and estimated annual cost for this renewal is unknown at this time.

### Renew Domain

The *belton.org* Domain expires on **March 02, 2017**. We should renew the domain before it expires. The approximate cost to renew the domain for 2 years is \$80.

<http://www.networksolutions.com/whois/results.jsp?domain=belton.org>

## Retire Vista Home Premium

Microsoft support for Vista Home Premium ends on **April 11, 2017**. We should upgrade the version of software prior to this date or remove the workstation from the network. Current workstations with this version are:

1. TrainingRoom-PC (Fire)

<http://support2.microsoft.com/lifecycle/search/default.aspx?sort=PN&alpha=Windows+Vista+Home+Premium+64-bit+Edition&Filter=FilterNO>

## UC Certificate Expires

The Unified Communications Certificate (UCC) that allows for secure access to the Email Mail server expires on **July 30, 2017**. The approximate and estimated cost for a 3 year renewal is \$1,000. The UCC accounts for the five host names listed below:

1. Mail.belton.org
2. Autodiscover.belton.local
3. Autodiscover.belton.org
4. Cityexch01.belton.org
5. Cityexch01.belton.local

## Hardware warranty for BeltonFD2

The BeltonFD2 server is what we term a "white box" meaning that it is not a standard Make/Model piece of hardware and was most likely pieced together by sourcing all the various components on the secondary market and therefore does not have a current hardware warranty. If this server hardware were to fail then we do not currently have insurance for repair or replacement services.

- This server is scheduled to be retired during the Fire Department server upgrade project.

## Waste Water Workgroup

The Waste Water Treatment site is operating as a workgroup. An active directory domain would allow for better management and support of the environment and streamline collaboration and sharing of resources. It would also improve network security and accountability.

## Fire Department Switch

The FD is maxed out on the number of available switch ports. The issue it creates is that some ports are not connected to the switches, particularly in the training room.

- Kevin Livingston and Chief Larkey want to revisit this item later in the year.

## Additional Wireless Access Points

The FD and FD HQ are having issues with Wireless coverage. Also there is some suggestion that a WAP for City Hall could be useful.

- I reviewed options with my team and had them provide technical specs that would be needed.
- Requested a quote from NSI Procurement team.
- City Hall
  - Sent quote to Brad Foster on 12/10
- Street Division
  - Sent quote to David Frazier on 11/21

- Fire Department
  - Sent quote to Kevin Livingston on 9/23
  - Kevin Livingston and Chief Larkey have decided to move forward with upgrading the Wireless Infrastructure and that project is underway.
  - The Fire Department ordered additional AP's and they have been installed and configured.

## Retire Windows Server 2008 R2

Microsoft support for Windows Server 2008 R2 ends on **January 14, 2020**. We should upgrade, replace, or decommission any servers running that operating system (OS) prior to this date. Current servers with this OS are:

1. CityEXCH01
2. NTServer2
3. Terminal

<http://support.microsoft.com/lifecycle/search/default.aspx?sort=PN&alpha=Windows+Server+2008+R2&Filter=FilterNO>

## Retire Exchange Server 2010

Microsoft support for Exchange Server 2010 ends on **January 14, 2020**. We should upgrade the version of software prior to this date. Current server with this Exchange Version is:

1. CityEXCH01 (Exchange 2010)

<http://support2.microsoft.com/lifecycle/search/default.aspx?sort=PN&alpha=Microsoft+Exchange+Server+2010&Filter=FilterNO>

## Retire Windows 7

Microsoft support for Windows 7 ends on **January 14, 2020**. We should upgrade, replace, or decommission any workstations running that operating system (OS) prior to this date. Current there are **45** workstations running that OS.

<http://support2.microsoft.com/lifecycle/search/default.aspx?sort=PN&alpha=Windows+7+Professional&Filter=FilterNO>

## Phishing Attacks

I have seen a trend across all my customers, and really across all NSI customers for Phishing Attacks. Phishing is an attempt by someone to defraud an online account holder of financial information posing as a legitimate company. These attacks come in many forms but primarily arrive as an email message that is well crafted to look like legitimate business and conceal the fact that embedded web links point to the attacker's web servers and not the company the email was posing as. These attacks can also often times contain viruses and malware.

The only effective response to these attacks is to educate users on good email habits and practices but there are paid tools that can allow you to send your own phishing emails to users and track who clicks on the links and then use that data to focus your education efforts on specific users who tend to fall for these fake emails. The potential cost and exposure to online fraud and viruses/malware is such that it's something to consider.

## Denial of Service (DoS) Attacks

Recently we have seen a marked increase in the number of network attacks such as Denial of Service (DoS), Dedicated Denial of Service (DDoS), and other forms of cyber-attacks. While the risk to Cinema Scene specifically is probably fairly low, we want to bring to your attention that there are solutions available to mitigate the attacks and in most cases prevent them. Because these solutions typically take a little bit of time to design and implement it is always better to consider them before they are absolutely needed rather than during an attack when the inability to access remote resources across the internet has a large impact to the daily operations of the business and possibly even affects revenue generation.

## DR/BCP

There are many aspects to consider when mitigating risk to the business in a disaster and formalizing a plan with process details to be used during those times. I recommend that we create a document to not only spell out what we will do when an unforeseen issue causes key systems to be unavailable but also as an exercise to identifying risks that we can then work to mitigate.

### Public Works CERP

Name	Year Purchased	Acquired From	Acquired Year	Year to Be Replaced	Replaced By
Jeff McRoy	2011	Ryan Vaughan	2014	2016	New
David Frazier	2011	New		2016	New
Kate Glowacki	2011	New		2016	New
Chuck McCulloh	2011	New		2016	New
Sign Shop	2011	Jaime Crow	2013	2016	New
Water Services Staff	2011	Don Tyler	2014	2016	New
Linda Beard	2011	New		2016	New
Gary Smith	2009	New		2016	New
Zach Matteo	2012	New		2017	New
Rex Olinger	2012	New		2017	New
Public Works Laptop	2012	New		2017	New
Joe Don Harrell	2012	New		2017	New
Charlotte Berry	2013	New		2018	New
Ronnie Raines	2013	New		2018	New
Garage Operations	2013	New		2018	New
Jaime Crow	2013	New		2018	New
Jeff Fisher - Laptop	2014	New		2019	New
Don Tyler - Laptop	2014	New		2019	New
Donald Bays - Laptop	2014	New		2019	New
Ryan Vaughan	2014	New		2019	New

### Community Development CERP

Name	Year Purchased	Acquired From	Acquired Year	Year to Be Replaced	Replaced By
Jenni Dutcher	2011	New		2016	New
Front Desk	2009	Jay Leipzig	2014	2016	New
Intern	2009	Rob Cooper	2014	2016	New
Carolyn Yatsook	2013	New		2018	New
Rob Cooper	2014	New		2019	New
Jay Leipzig	2014	New		2019	New
Don Johnson	2014	New		2019	New
Economic Development Laptop	2014	New		2019	New
Greg Clayton	2014	New		2019	New

### Public Works and Community Development Printers

Name	Year Purchased	Acquired From	Year to Replace
Toshiba 603	2008	New	2015
Konica Minolta C360	2011	New	2017
HP T2500	2014	New	2019



**Prepared For**



520 Main Street  
Belton, MO, 64012

**Prepared By**

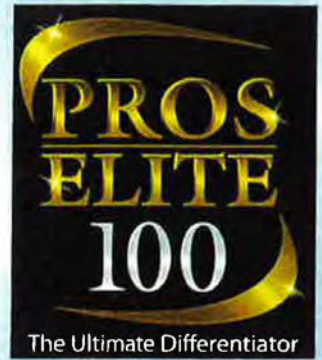
**Melanie Saunders**  
**Account Manager**  
**GFI Digital, Inc.**

1212 Cambridge Circle Drive  
Kansas City, MO 66103

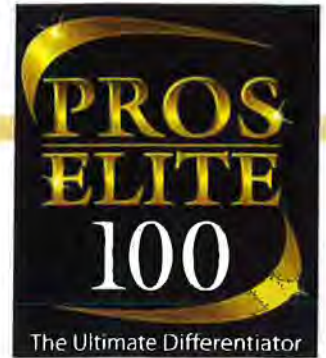
**Tel:** 913-621-2424 ext. 5712  
**Cell:** 909-838-0224  
msaunders@gfidigital.com



GFI Digital Solutions Proposal: Confidential:



GFI  
is proud to announce its  
selection by  
PROs Elite, *the co-authors of  
the Document Imaging  
Industry Service benchmark  
model*, as one of the  
**Top 100 Servicing dealers  
in the United States.**  
Only one dealer in any  
Market can achieve this  
Elite recognition and  
GFI  
earned that recognition.



**The Commitment to achieve PROs Elite 100 certification began with a complete assessment of our current service operations by the PROs executive team.**

**An action plan for achieving PROs Elite 100 benchmark standards for Service Excellence was built off of this assessment by the PROs expert staff.**

- ◆ We committed to executing the action plan and achieved the customer benchmarks.
- ◆ We committed to train our Service Management in Advanced Service Management skills.
- ◆ We trained our Executive team in Customer focused leadership and strategic planning skills.
- ◆ We trained our whole organization in Elite Customer Relations Management skills.
- ◆ We taught our Sales Reps how to develop customer solutions based on this certification.
- ◆ We committed to having our Service results audited on an ongoing basis by the PROs Elite team.
- ◆ We committed to ongoing coaching in the tactics to insure our audited customer results remain at or above the PROs standards.
- ◆ We annually attend roundtable discussions with other PROs Elite 100 dealers to develop technologies and solutions that resolve strategic issues facing the office imaging customer.
- ◆ We will earn certification annually to insure that our customers' ongoing experience is consistent with the services offered by PROs Elite 100 dealers throughout the United States.







**SERVICE BEYOND**

**BEYOND COPIES**

## **Total Call Procedure**

Always make sure the customer is 100% satisfied. If at any point they are not, immediately notify your manager!

### **CALL AHEAD**

1. Call customer as soon as possible once receiving call (within an hour or less).
2. Speak to the person who placed the call and try and help customer over the phone. Phone fix if possible.
3. Give customer a reasonable ETA (4 hours or less).
4. If ETA cannot be agreed upon call manager immediately to redistribute call load.

### **DISPATCH**

1. Prior to dispatching, review service history and determine parts needed to avoid incomplete calls.
2. Fill out service daily neatly and accurately (include contact names).
3. Dispatch to call via ADS.

### **ARRIVE**

1. Arrive at call via ADS. Fill out and review contact information on service daily.
2. Gather parts and tools required to do the call (don't forget vacuum cleaner!!!).
3. Politely introduce yourself to the customer.
4. Review service issues with person who placed the call. If possible have them run the job that they were having an issue with. Collect all information and samples possible.

### **SERVICE**

1. Check ID tag and serial number of machine. Verify they match the information in ADS.
2. Print out and review service logs. Check PM, JAM, and TROUBLE counters.
3. Duplicate and fix service issue.
4. Perform preventive maintenance if needed. Avoid scheduling PM's if possible!! You and the customer are better off if you can do maintenance at the time of the original call.
5. Clean and inspect the following on every service call: ADF, OPTICS, PROCESS UNIT, FUSER, PAPER FEED and PAPER PATH, PAPER TRAYS, FINISHER, and MACHINE EXTERIOR. Take extra care to make sure the machine looks clean.
6. Check and fill paper trays. Empty waste toner.
7. Test all functions of machine including all paper sources and finishing options. Test copy quality using test charts.
8. Neatly and accurately fill out service log and clear jam and trouble counters.
9. Always make sure your work area is left clean of any parts, paper, and especially toner spills.

### **REVIEW**

1. Review service call with customer and get signature on service daily/charge ticket.
2. Find out if the customer has any other service issues and ask if they need any supplies (order for them if needed or return any extra to GFI). Have the customer run the machine to verify they are satisfied.
3. If you must incomplete the call for parts, give customer an ETA when you expect to return to complete repairs. Inform manager of all machines that cannot be repaired within 24hrs.

### **COMPLETE**

1. Fill out service daily completely. Make sure parts and supply numbers are filled in neatly and accurately (Circle supply number on service daily).
2. Close out call via ADS to include all parts used (supplies are not entered in ADS); Meters must be entered accurately at all times (inform manager of any meter rolls).
3. Prepare to dispatch to next call.

### **FOLLOW UP**

1. Immediately inform manager on any potential problems with equipment or unsatisfied customers.
2. Follow up with parts department on any parts orders you have not received.
3. Keep your manager informed on parts status for incomplete calls and any other service issues that can affect the customer and your ability to provide service beyond.
4. Follow up with customer and manager on any delay in repairing equipment and any intermittent service issues.

# GFI DIGITAL SUPPLY INCLUSIVE SERVICE

*The service pricing includes all of the following:*

- \* **Toner**
- \* **Drums**
- \* **On site maintenance**
- \* **Preventative maintenance**
- \* **All parts**
- \* **Replacement or loaner equipment in the event of machine failure**
- \* **4 hour response time. Our average is 2.6**
- \* **All service will be provided by GFI manufacturer trained service personnel**
- \* **8:00 a.m. to 5:00 p.m. service, Monday through Friday**

(Staples and paper are excluded from the maintenance agreement.)

Your GFI service technician is trained to the specific machines he services. The end user via telephone, our website, or voice mail can generate a service call. The technician is then dispatched through our ADS system. The service technician is required to respond within 4 hours on a down machine. After completing the call, the technician reports back to the dispatch department via a cell phone. This phone call starts the parts replenishment system that insures that parts are available on a continual basis. GFI Digital maintains a full inventory of parts at our Kansas City warehouse.

We ask that you complete a customer service card to be returned to us so that we may continually monitor our service in the field. These cards are reviewed and actually contribute to the level of bonus compensation awarded to the technician.

GFI Digital guarantees the performance for the equipment for the entire lease term. In the event of a purchase, GFI will guarantee the performance of the equipment for 5 years from the date of install as long as the equipment has been maintained under GFI service agreement. Equipment will be replace with like for like models in the event of a complete failure.



Multifunction B&W

# RICOH MP 4054/MP 5054/ MP 6054

✓ Copier   ✓ Printer   ✓ Facsimile   ✓ Scanner

**RICOH**  
imagine. change.



MP 4054

40  
ppm monochrome

MP 5054

50  
ppm monochrome

MP 6054

60  
ppm monochrome

## Manage information — and new opportunities — effortlessly

You're the expert. But what good is having all that information if you can't share it with anybody? With the RICOH® MP 4054/MP 5054/MP 6054, you can produce and share your best ideas with more people in more locations. Whether you need to print important documents and fax them to a client, scan an invoice to your mailbox or simply copy notes from a morning meeting, you can move information quickly and intuitively from this multifunction device. Create shortcuts for frequent tasks to save time. Use your smartphone to print documents whether you're at your desk, down the hall or out of the office. Take advantage of user authentication tools to ensure key information gets to the right people. You can even monitor user activity and energy consumption remotely, so you know if you're making the right decisions along the way.

- Print up to 60 black-and-white prints/copies per minute
- Use mobile printing to produce documents from anywhere
- Perform more everyday tasks using less space
- Protect documents and intellectual property with user authentication
- Minimize operating costs with energy-saving features



## Perform ordinary tasks with extraordinary precision

Improve the way you manage information

### Work faster, make better decisions

How quickly can you get information in the hands of those who need it the most? Use the Ricoh MP 4054/MP 5054/MP 6054 to transition from one job to the next with ease. With recovery from sleep mode in only 4.9 seconds, you can start moving information almost as soon as you think of it. Use the intuitive, one-touch controls to produce up to 60 black-and-white pages per minute on a wide range of media. Convert paper documents into digital format for faster retrieval and distribution with the standard 220-Sheet Single Pass Document Feeder (SPDF), which scans up to 180 color or black-and-white images per minute. You can also use the optional OCR scanning feature to create PDF files that can be accessed simply by searching for key words in the document.



### Work from more locations

You never know where your workday will take you. Be ready for anything — from anywhere. Print directly to the Ricoh MP 4054/MP 5054/MP 6054 using Ricoh HotSpot Enterprise. Use your smartphone to connect to the MFP and print network documents at your convenience and save yourself a long trek back to your desk. You can also bring your work with you via a USB drive or SD card. Simply plug it into the networked MFP and print or scan documents right from the device. With the Ricoh Smart Device Connector app, you can copy, print, scan and fax directly from your smart device. Simply touch your smart device to the NFC tag on the optional Smart Operation Panel or scan the QR Code to automatically connect to the MFP and access these functions.



### Minimize steps, maximize productivity

Nobody knows your job better than you do — so you know how to make it better. With the Ricoh MP 4054/MP 5054/MP 6054, you can customize workflows to simplify how you work. Use icons on the Home Screen as shortcuts to frequently used tasks and skip repetitive steps with a single touch. Take advantage of embedded software like Ricoh GlobalScan® NX to scan and convert paper documents to digital files quickly so you gain easier access to important information across the enterprise. Add other third-party vendor solutions to simplify content management and other business-critical tasks so you can work with fewer manual touchpoints and minimize errors.



### Impress with high-quality documents

Capture the attention of your audience with a wider range of professional-looking documents. It's easy with the icon-driven, preset PCL6 interface driver. With a single click, you can produce eye-catching black-and-white documents at up to 1200 dpi. Print on more types of stocks, including thicker paper, sizes up to 11" x 17" and even envelopes from the standard tray. Plus, you can choose between several automated finishers for end-to-end document production with incredible quality in fewer steps.





# Simplify your workday with a wider range of capabilities

## Access key functions conveniently

You use your smartphone or tablet every day because it's convenient and keeps you connected. Now you can say the same about the MFP in your office. With the Ricoh MP 4054/MP 5054/MP 6054, you can simplify routine actions like printing, copying, scanning and faxing with the same intuitive drag-and-drop, pinch-and-flick and swipe scrolling you use on your personal devices. Navigate between key functions with ease via the optional 10.1" Wide Super VGA Smart Operation Panel. You'll have fewer steps, so you can access and share information in only moments.



## Move information in more ways, from more places

You have enough to do. Let us handle some of it for you. After all, our legacy includes finding fast, affordable ways to automate routine tasks to simplify the way you work. Need to grab an important document to share with an offsite client? Want to share newly captured information with people who may be away from the office? Use the optional Ricoh Integrated Cloud Environment (ICE) solution to manage information in the Cloud — and be spared expensive servers, equipment and maintenance. Visitors to your office can have the same convenience. They can send emails with attachments directly to the MFP for fast, easy printing without downloading print drivers.



## Protect what's most important

You have something in high demand — information. It's important that you protect it to ensure it gets to the right people. With the Ricoh MP 4054/MP 5054/MP 6054, you can store documents at the device for safekeeping. Release them by swiping an authorized ID card at the optional card reader or by entering a passcode on the control panel. Add watermarks to documents and mask copy when unauthorized users try to duplicate them. You can also use PDF encryption to scramble data on confidential PDFs to keep information safe. Worried about information you leave behind? With the DataOverwriteSecurity System (DOSS), images and data on the hard drive are rendered unreadable automatically.



# Discover an easier way to handle more types of jobs

## Improve collaboration with digital delivery

You can't predict when you're going to get a great idea. But you can know exactly when the next person gets it. Send important information — including black-and-white or color images and documents — in PDF, TIFF or JPEG formats via Scan-to-File/Folder/URL/FTP/Email without wasting paper or time. You can compress larger or more complex graphics files and send them just as easily without compromising quality. When you need to send contracts, invoices or other paper documents, use Internet Faxing, LAN Faxing or IP Fax for fast delivery. You can even use the Ricoh MP 4054/MP 5054/MP 6054 as a conduit for remote faxing and minimize the need for additional phone lines and fax boards.



## Expedite everyday tasks

You're facing enough challenges. Your office MFP shouldn't be your next one. On other systems, a single paper jam can derail productivity for an entire workgroup before the problem is even discovered. With the Ricoh MP 4054/MP 5054/MP 6054, you only need to follow the on-screen animation and LED guide (inside the MFP) and you can trace the source of the problem in moments. Reloading paper is just as easy. Expand capacity to 4,700 sheets with optional paper trays and print for extended runs without interruptions. In addition, you can automate meter reads, access system settings, streamline firmware updates and more — all from the convenience of your desktop — so you can spend more time on core, revenue-generating tasks.



## Conserve energy to reduce operating costs

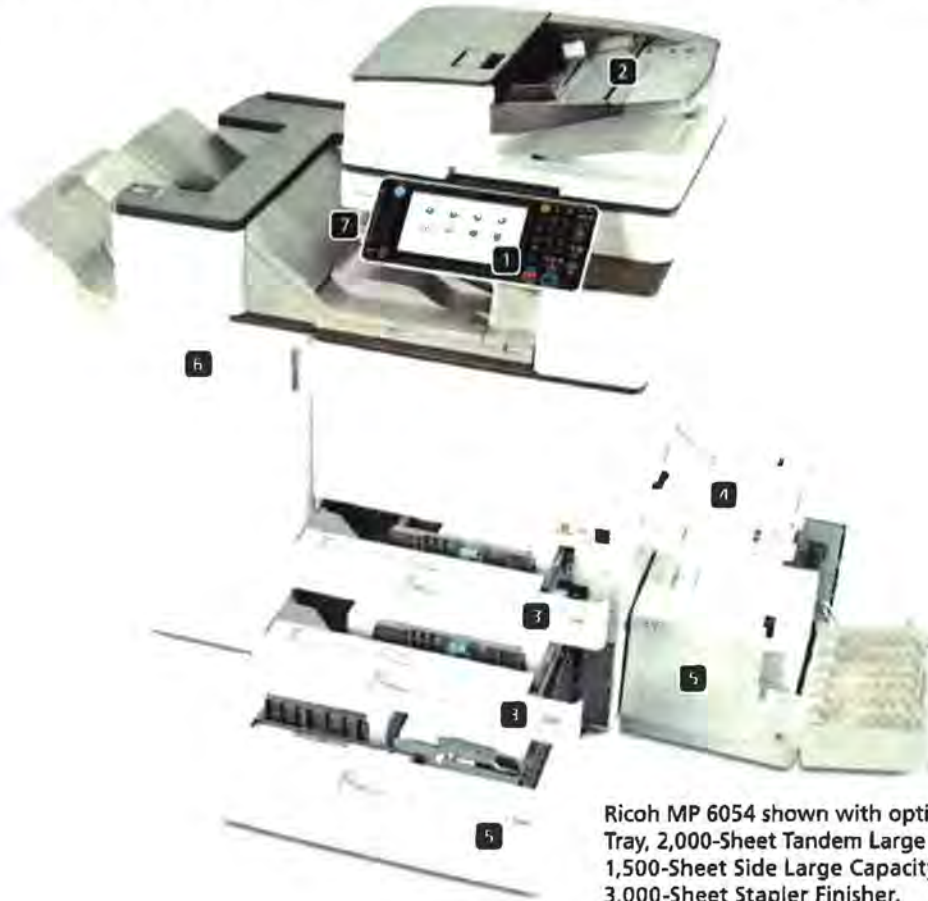
You'll find just the opposite to be true with the Ricoh MP 4054/MP 5054/MP 6054. It offers low cost-per-page and best-in-class typical electricity consumption (TEC) values so you can reduce costs while meeting your sustainability goals. With a shorter recovery time of less than 5 seconds from sleep mode, the Ricoh MP 4054/MP 5054/MP 6054 keeps up with today's fast-paced business environment. You can program the device to power on or off during specified times to conserve energy for even greater savings. Plus, the device meets EPEAT® Gold\* criteria — a global environmental rating system for electronic products — and is certified with the latest ENERGY STAR® specifications.



Eco-Friendly Indicator Screen as shown on the Smart Operation Panel.

\*EPEAT Gold rating is applicable only in the USA.

# Streamline document management tasks in small offices and workgroups



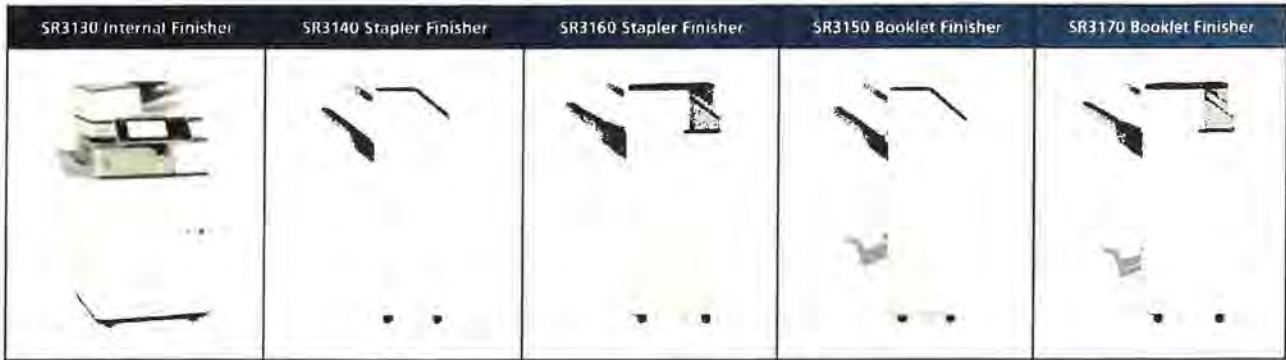
Ricoh MP 6054 shown with optional One-Bin Tray, 2,000-Sheet Tandem Large Capacity Tray, 1,500-Sheet Side Large Capacity Tray and 3,000-Sheet Stapler Finisher.

- 1 Navigate from job to job easily via the standard, full-color, 9" tiltable LCD control panel featuring a USB/SD card slot and a customizable home screen to link to commonly performed jobs.
- 2 Handle one- and two-sided originals for copying, scanning and faxing efficiently from the standard 220-Sheet Single Pass Document Feeder (SPDF).
- 3 Extend print runs and minimize interruptions with standard 2 x 550-Sheet Paper Trays.
- 4 Accommodate a wide range of paper sizes and types, including poster printing, via the standard 100-Sheet Bypass Tray.
- 5 Use the optional 2,000-Sheet Tandem Large Capacity Tray (shown) to produce large quantities of letter size documents. Other options include a 1 x 550-Sheet Paper Tray, 2 x 550-Sheet Paper Tray, 1,500-Sheet Side Large Capacity Tray (shown) and Cabinet Type F.
- 6 Produce professional documents and minimize outsourcing. The optional 3,000-Sheet Stapler Finisher (shown) accommodates up to 50-sheet document sets with a choice of three single staple positions or a double staple. An optional 2/3-Hole Punch Unit installs inside the finisher. Design your own complete document production solution with other optional finishers, including a 500-Sheet Internal Finisher, 1,000-Sheet Stapler Finisher, 1,000-Sheet Booklet Finisher, and a 2,000-Sheet Booklet Finisher.
- 7 Separate output and simplify document retrieval with an optional 125-Sheet One-Bin Tray (shown) and 250-Sheet Internal Shift-Sort Tray.



# Spread your message with professional finished output

You've come up with a great idea. But, you're not finished yet. You have to present it so your audience feels compelled to do something with it. With the Ricoh MP 4054/MP 5054/MP 6054, you have a choice of finishers to add a polished, more professional look to your presentations. Each finisher automates cumbersome manual tasks to improve consistency and minimize manual errors — while letting you concentrate on your next big idea.



Finisher	Paper Capacity	Hole-Punch	Saddle Stitch	Supported Systems
SR3130 Internal Finisher	500 Sheets	Optional	N/A	MP 4054/MP 5054
SR3140 Stapler Finisher	1,000 Sheets	Optional	N/A	All
SR3160 Stapler Finisher	3,000 Sheets	Optional	N/A	All
SR3150 Booklet Finisher	1,000 Sheets	Optional	✓	All
SR3170 Booklet Finisher	2,000 Sheets	Optional	✓	All

## Engine/Copier Specifications

<b>Scanning Element</b>	One-Dimensional Solid Scanning Through CCD
<b>Printing Process</b>	Twin Laser Beam Scanning & Electrophotographic Printing
<b>Toner Type</b>	Dry, dual component
<b>Copy Resolution</b>	600 x 600 dpi
<b>Maximum Copy Quantity</b>	Up to 999
<b>First Page Out Time</b>	4 Seconds for MP 4054 2.9 Seconds for MP 5054/MP 6054
<b>Warm-Up Time</b>	14 seconds with Standard Operation Panel
<b>Recovery Time From Sleep Mode</b>	4.9 seconds
<b>Memory (Standard/Maximum)</b>	2 GB RAM + 320 GB HDD (Shared)
<b>Original Type</b>	Book/Sheet/Object
<b>Maximum Original Size</b>	Up to 11" x 17"
<b>B&amp;W Print Speed (Letter/A4)</b>	MP 4054: 40 prints/minute MP 5054: 50 prints/minute MP 6054: 60 prints/minute
<b>Power Source</b>	120V/60Hz/12A
<b>Typical Electricity Consumption (TEC)**</b>	MP 4054: 1.5 kWh/week MP 5054: 2.2 kWh/week MP 6054: 2.6 kWh/week
<b>Standard Paper Capacity</b>	1,200 sheets (550 sheets x 2 trays, and 100-Sheet Bypass Tray)
<b>Maximum Paper Capacity</b>	4,700 sheets (w/Tandem LCT + Side LCT)
<b>Supported Paper Types</b>	Plain Paper, Transparencies*, Letterhead, Color Paper, Pre-Punched Paper, Labels*, Envelopes, Cardstock, Recycled, Preprinted Paper, Bond Paper
<b>Supported Paper Sizes</b>	Bypass Tray: 5.5" x 8.5" - 12" x 18" (A6 - A3) Tray 1 & 2: 5.5" x 8.5" - 11" x 17" (A6 - A3)

## Supported Paper Weights

<b>Supported Paper Weights</b>	Duplex: 14 - 68 lb. Bond (52 - 256 g/m <sup>2</sup> ) Bypass: 14 - 80 lb. Bond (52 - 300 g/m <sup>2</sup> ) Tray 1 & 2: 16 - 80 lb. Bond (60 - 300 g/m <sup>2</sup> )
<b>Standard Output Capacity</b>	500 sheets
<b>Maximum Output Capacity</b>	3,625 sheets (Bridge Unit + 1 Bin + 3,000-Sheet Finisher)
<b>Document Feeder Type</b>	Single Pass Document Feeder (SPDF)
<b>Document Feeder Original Size</b>	5.5" x 8.5" - 11" x 17" (A5 - A3)
<b>Document Feeder Paper Weight</b>	Simplex: 11 - 34 lb. Bond (40 - 128 g/m <sup>2</sup> ) Duplex: 14 - 34 lb. Bond (52 - 128 g/m <sup>2</sup> )
<b>Document Feeder Capacity</b>	220 sheets
<b>Preset Reduction &amp; Enlargement Ratios</b>	25%, 50%, 65%, 73%, 78%, 85%, 93%, 100%, 121%, 129%, 155%, 200%, 400%
<b>Zoom Range</b>	25% to 400% in 1% increments
<b>Standard Features</b>	Auto Paper Select, Auto Tray Switch, Booklet/Magazine Copy, Center/Border Erase, Chapters, Combine Mode, Cover Insertion, Document Server (3,000 File Capacity), Duplex, Electronic/Rotate Sorting, Full-Color VGA Touch Screen Control Panel, ID Card Copy, 8 Job Presets, 25 Job Programs, Negative/Positive, OHP Slip Sheet, Sample Copy, Series Copy, Simple Screen, 1,000 User Codes, User Stamps
<b>Dimensions (WxDxH) (Includes SPDF)</b>	23.1" x 26.8" x 37.9"
<b>Weight</b>	(587 x 680 x 963 mm) 163.1 lbs., 74 kg
<b>*Bypass Tray only</b>	
<b>**Typical electricity consumption by ENERGY STAR program</b>	

## Print Specifications (Standard)

<b>Processor Speed</b>	533MHz
<b>Connection Type</b>	Standard: 10Base-T/100/1000BaseTX Ethernet, USB2.0 Type A (2 ports on back of device, 1 port on Operation Panel), SD slot on Operation Panel, USB2.0 Type B Optional: IEEE 802.11a/b/g/n Wireless LAN, USB Device Server (second NIC), & IEEE 1284 Parallel
<b>Network Protocols</b>	TCP/IP (IPv4, IPv6), IPX/SPX*
<b>Supported Operating Systems</b>	Windows Vista/7/8/XP, Windows Server 2003/2003R2/2008/2008R2/2012/2012R2; NetWare* 6.5 or later, Unix Filters for Sun Solaris, HP-UX, SCO OpenServer, Red Hat Linux, IBM AIX, Mac OS X 10.6 or later, SAP R/3, NDPS Gateway, IBM iSeries/AS/400* using OS/400 Host Print Transform, Citrix Presentation Server 4.5/Citrix Xen App 5.0, 6.0, 6.5
<b>Device Management Utilities</b>	Web Image Monitor, Embedded @Remote, @Remote Office Appliance, @Remote Enterprise Pro, Device Manager NX Lite and Accounting, Device Manager NX Pro and Enterprise, @Remote Connector NX
<b>Printer Languages</b>	Standard: PCL5e/6, Optional: Adobe PostScript 3*, IPDS & XPS
<b>Print Resolution</b>	Up to 1200 x 1200 dpi
<b>Font Support</b>	PCL5e/6: 45 Scalable Fonts, 13 International Fonts PS3: 136 Roman Fonts (optional) IPDS: 108 Roman Fonts (optional) Sample/Locked/Hold/Store/Print
<b>Standard Features</b>	Sample/Locked/Hold/Store/Print
<b>*Requires optional SD Card for Netware</b>	





**(1) Ricoh MP 5054**

- Copy/Print speed: 50 pages per minute, New B/W unit
- Scans up to 180 IPM
- Networked Print and Scan; 1,200 x 1,200 DPI
- 2.9 second first page out time
- Finisher with stapling and folding capabilities
- USB Capable
- 4, 550 sheet drawers and an LCT (2,000 sheets)
- 100 sheet bypass tray
- Fax Option

**Purchase Option**

**\$7,649.47**

**Program includes all parts, all labor, toner (black) preventative maintenance calls and intervening service calls. This program includes delivery, installation and training.**

**This program will bill B/W images at .006 per image.**



Proposal for:

# Missouri Belton

PROUD PAST  
BRIGHT FUTURE



March 27<sup>th</sup>, 2015



Presented By:

**Karisma Olson**

Senior Account Executive

816.651.4496

[kolson@csa.canon.com](mailto:kolson@csa.canon.com)

Canon Solutions America, Inc.

7300 W 110<sup>th</sup> St. Suite 100

Overland Park, KS 66210

**Canon**

CANON SOLUTIONS AMERICA

## Cover Letter

Canon Solutions America, Inc.



March 27<sup>th</sup>, 2015

Ryan Vaughan  
GIS/IT Specialist  
City of Belton  
(816) 892-1270

Dear Ryan,

On behalf of Canon Solutions America, I would like to thank you for allowing us to submit the following proposal. I believe you will find our company, products and services to be of considerable value to the City of Belton.

Furthermore, we wish to express our commitment to provide the City of Belton with the highest level of customer satisfaction.

Enclosed please find our proposal in response to your request. Please do not hesitate to contact me directly at (913) 323-5014 with any questions or concerns.

Sincerely,

Karisma Olson  
Senior Account Representative  
Canon Solutions America  
913.323.5014

**Canon**  
CANON SOLUTIONS AMERICA



**Pricing**

The following is a breakdown of all costs associated with the solution we are proposing.

**ALL AMOUNTS REPRESENT National IPA Purchase Pricing**

Price includes pick up and removal of current equipment.

Hardware		
Item	Qty.	Purchase Price
imageRUNNER ADV 6265	1	\$7,827.00
Staple Finisher	1	included
Install Pak & Connectivity	1	included
<b>Total</b>		

Optional Accessories		
Item	Qty.	Purchase Price
2/3 Hole Punch	1	\$512.00
Paper Deck (3500 capacity)	1	\$1,590.00
<b>Total</b>		<b>\$9,929.00</b>

Service	Base \$20.40	
Output	Allowance	Cost Per Click
Black & White	4000	\$0.0051
<b>Total</b>		

**\*Agreement above includes toner, parts, labor and training.**

**IR ADVANCE 6265 Technology Highlights**

- Copy/Print/Send/Store
- Black & White Copy/Print
- Color Scan and Send
- Print up to 65 ppm; Letter
- Up to 11 3/4"x19 1/4" paper size
- 4200 sheet paper capacity standard
- Scan up to 200/100 ipm single-pass duplex
- Stapler Finisher
- Scan documents into Microsoft Word & Powerpoint formats
- Hard Disk Drive Lock and Erase, IPsec



\*image shown w/o paper deck and 2/3 hole puncher

# Document Output and Management Proposal

Prepared for:

**CITY OF BELTON, MO**

March 25, 2015



Award-Winning Products



Encompass Managed Print



Document & Device Security



Eco-Innovation



Professional Services & Software Solutions



Envision Digital Signage Services



## Power, performance, and drive

Step up to the e-STUDIO657 series, take a look at the easy-to-navigate, 9" color touch screen, and you'll be impressed right away. Add to that a first copy out time under 4.0 seconds and speeds from 65 crisp pages per minute at a precise 2,400 x 600 dpi that keeps going for up to 515,000 copies per month, 7,600 sheets at a time. Change toner on the fly, and print on the go. You name it. You're sure to find it here.

There is no such thing as being too careful when it comes to the security of your data and your business. That's why we've incorporated safeguards such as a new 320GB FIPS 140-2 Validated Self-Encrypting Drive (SED) with Data Overwrite. In addition, there is an IPsec option to encrypt data being sent to or from the MFP, as well as Hard Copy Security that's available to prevent the copying of sensitive documents.



**e-STUDIO657**

### Included Features

- 50 Sheet Finisher
- Fax Board (for 110V Machines)

Description	Purchase Price
Toshiba System	\$9,753.00

### Features at a Glance

- > 65 PPM Copy/Print Speed
- > 2400 x 600 dpi (with Smoothing)
- > Approx. 130 Sec Warm-Up Time
- > 3,600-Sheet Standard Paper Capacity
- > 2 GB Standard Printer Memory
- > 9" Wide VGA Color Touch-screen
- > 515,000 Pages Monthly Duty Cycle

### MAINTENANCE

Items	Mono
Monthly Pages Included	0
Monthly Base Cost	\$0.00
Monthly Overage Per Page	\$0.0045





**SECTION III**  
**C**

**R2015-19**

A RESOLUTION AUTHORIZING THE CITY COUNCIL OF BELTON, MISSOURI TO APPOINT ROBERT BENSON TO SERVE ON THE PUBLIC WORKS COMMITTEE.

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

WHEREAS, the Belton Public Works Department previously issued a Strategic Plan that includes the creation of a Public Works Committee (PWC) and necessary Public Works Committee bylaws. The PWC was organized “to increase dialogue with the community and serve as an advisory panel to the department and the City concerning Public Works services.”

WHEREAS, Kevin Fox has resigned from the Public Works Committee; and

WHEREAS, Robert Benson is appointed to serve as member of the Public Works Committee until September 27, 2017.

NOW, THEREFORE, BE IT RESOLVED by the Belton City Council, the following named individuals shall constitute the Belton Public Works Committee with terms of office as shown:

<u>NAME</u>	<u>TERM</u>	<u>WARD</u>
Steve Bennett	September 27, 2014-2017	1
Randy Hendricks	September 27, 2014-2017	3
Chris Stewart	September 27, 2014-2017	2
Chet Trutzel (Council)	September 27, 2014-2017	2
<b>Robert Benson</b>	April 14, 2015-September 27, 2017	4

Section 1. That this resolution shall be in full force and effect from and after its passage and approval.

Duly read and passed this \_\_\_\_ day of April, 2015.

---

Mayor Jeff Davis

ATTEST:

\_\_\_\_\_  
Patricia A. Ledford, City Clerk  
of the City of Belton, Missouri

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

I, Patricia A. Ledford, 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 \_\_\_\_\_, 2015, and adopted at a regular meeting of the City Council held the \_\_\_\_ day of \_\_\_\_\_, 2015, by the following vote, to wit:

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

\_\_\_\_\_  
Patricia A. Ledford, City Clerk  
of the City of Belton, Missouri



# CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: 04/14/2015

DIVISION: Public Works

COUNCIL:  Regular Meeting     Work Session     Special Session

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

**ISSUE/RECOMMENDATION:**

We should first like to recognize the contributions of Kevin Fox for not only his 3 years of service to the Public Works Committee (PWC) but also his previous term with the Parks Department. Kevin is leaving us to pursue another opportunity that required him to relocate. Robert Benson is someone who the Director had previous conversations with regarding his dissatisfaction with some street repairs and curb maintenance. The Director and Mr. Benson have met and discussed the scope of the PWC, and he is excited about serving.

**PROPOSED CITY COUNCIL MOTION:**

Approval of a resolution authorizing the Mayor to appoint Robert Benson (Ward 4), citizen of the City of Belton, replacing Kevin Fox (Ward 4) due to his relocation out of Belton, Missouri, to serve on the Public Works Committee per the terms of the PWC bylaws.

**BACKGROUND:**

The operations and programs of the Public Works Department (PW) are broad and important to the lives of the citizens and their future. It is also faced with many challenges near and long term in meeting the expectations and demands of the community. Subsequently, staff believed it important in its strategic planning process that the department work closer with the community and identified the need for a citizen advisory committee that would be tasked with helping staff and the Council improve services and tackle new challenges and initiatives.

**IMPACT/ANALYSIS:**

None

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

Recommendation as described above

**LIST OF REFERENCE DOCUMENTS ATTACHED:**

Resolution

**SECTION III**  
**D**

**R2015-20**

A RESOLUTION AUTHORIZING THE CITY COUNCIL OF BELTON, MISSOURI TO REAPPOINT GIBSON PEARIS AND APPOINT PAUL FYFFE AS DIRECTORS OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE CITY OF BELTON, MISSOURI.

WHEREAS, The City Council of the City of Belton, Cass County, Missouri, have heretofore authorized the formation of an Industrial Development Corporation in the City of Belton, Missouri, in accordance with Chapter 349 of the Missouri Revised Statutes; and

WHEREAS, Section 349.045, RSMO, as amended, provides that the City Council shall provide for the appointment and reappointment of individuals to serve as Directors of the aforementioned said Authority; and

WHEREAS, Gibson Pearis' term expired March 27, 2015; he is hereby reappointed to serve on the Industrial Development Authority until March 27, 2021; and

WHEREAS, Robert Newell's term expired March 27, 2015; and

WHEREAS, Paul Fyffe is hereby appointed to serve on the Industrial Development Authority until March 27, 2021.

NOW, THEREFORE, BE IT RESOLVED that the following persons, who are duly qualified electors and tax payers of the City of Belton, Missouri are the Directors of the Industrial Development Authority of the City of Belton, Cass County, Missouri:

<u>NAME</u>	<u>TERM</u>
Steven Deere	March 27, 2016
Peggy Dryden	March 27, 2017
Robert Henderson	March 27, 2017
<b>Gibson Pearis</b>	<b>March 27, 2021</b>
<b>Paul Fyffe</b>	<b>March 27, 2021</b>

Duly read and passed this \_\_\_\_\_ day of April, 2015.

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

ATTEST:

---

Patricia A. Ledford, City Clerk  
of the City of Belton, Missouri

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

I, Patricia A. Ledford, 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 \_\_\_\_<sup>day</sup> of April, 2015, and adopted at a regular meeting of the City Council held the \_\_\_\_ day of April, 2015 by the following vote, to-wit:

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

---

Patricia A. Ledford, City Clerk  
of the City of Belton, Missouri

**SECTION V**  
**A**



**BILL NO. 2015-23**

**ORDINANCE NO. 2015-\_\_\_\_\_**

AN ORDINANCE ACCEPTING AN AGREEMENT WITH THE MISSOURI DEPARTMENT OF TRANSPORTATION TO CONSTRUCT AN ADA COMPLIANT SIDEWALK AND TRAIL FROM THE OIL CREEK GREENWAY TO KENTUCKY ROAD CONNECTING THE CITIES OF BELTON AND RAYMORE.

---

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

Section 1. That a Bel-Ray Connector agreement with the Missouri Department of Transportation is hereby approved and the Mayor is authorized and directed to execute the Agreement on behalf of the City. A copy of the Agreement shall be attached and considered a part of this ordinance.

Section 2. That this ordinance shall be in full force and effect from and after the date of its passage and approval.

Duly read two (2) times and passed this \_\_\_\_ day of \_\_\_\_\_, 2015.

Approved this \_\_\_\_ day of \_\_\_\_\_, 2015.

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

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

ATTEST:

\_\_\_\_\_  
Patricia A. Ledford, City Clerk  
of the City of Belton, Missouri

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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the \_\_\_\_ day of \_\_\_\_\_, 2015, and thereafter adopted as Ordinance No. of the City of Belton, Missouri, at a regular meeting of the City Council held on the \_\_\_\_ day of \_\_\_\_\_, 2015, after the second reading thereof by the following vote, to-wit:

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

---

Patricia A. Ledford, City Clerk  
of the City of Belton, Missouri



## CITY OF BELTON CITY COUNCIL INFORMATION FORM

**DATE:** April 14, 2015

**For:** Parks & Recreation

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

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

**ISSUE/RECOMMENDATION:**

The City of Belton Parks & Recreation Department has been awarded federal funds for the “Bel-Ray Connector Trail Project” through MARC. The project would be designed and bid in 2016 and completed in 2017. The project requires an agreement be signed by the Mayor. An illustration is included in the attached agreement.

**PROPOSED CITY COUNCIL MOTION:**

An Ordinance Accepting An Agreement With The Missouri Department Of Transportation To Construct Ada Compliant Sidewalk And Trail From The Oil Creek Greenway To Kentucky Road Connecting The Cities Of Belton And Raymore

**BACKGROUND:**

The Park Board and the City have been committed to its Trail Master Plan and have completed several key trail segments in recent years like 163<sup>rd</sup>, Cleveland Lake and Gateway, and continue to through projects like 155<sup>th</sup>, Markey Pkwy and the Nexus project. Trails add an amenity that is appealing and improves the health and welfare of the community.

**IMPACT/ANALYSIS:**

**FINANCIAL IMPACT**

Contractor:		N/A
Amount of Request/Contract:	\$	N/A
Amount Budgeted:	\$	N/A
Funding Source:		N/A
Additional Funds:	\$	N/A
Funding Source:		N/A
Encumbered:	\$	N/A
Funds Remaining:	\$	N/A

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

Park Staff recommends approving as described.

**LIST OF REFERENCE DOCUMENTS ATTACHED:**

- Award Letter
- Agreement

600 Broadway, Suite 200  
Kansas City, Missouri 64105-1659

816-474-4240  
816-421-7758 FAX  
www.marc.org



February 18, 2015

Ronald Trivitt  
City Manager  
City of Belton, Missouri  
506 Main St.  
Belton, Missouri 64012

Dear Mr. Trivitt:

Congratulations on your awards of federal transportation funds through the regional planning and investment programs coordinated by the Mid-America Regional Council. We look forward to working with you to implement the following projects awarded in 2014:

Project Name	Source	Amount
Bel-Ray Connector Trail	TA-Missouri	\$500,000
<b>Total Funding</b>		<b>\$500,000</b>

If you have not already made contact with the Missouri Department of Transportation to initiate necessary agreements to move the project forward, please let us know and we can put you in touch with the appropriate staff.

As you know, in 2012 the MARC Board of Directors approved a project fee to provide a portion of the non-federal funds required to match federal funds that support regional transportation planning and investment programs. This project fee is 0.5% of the federal transportation funds awarded through MARC's committee process. Applying this fee to the project above results in an amount of \$2,500 that will be due to MARC in 2015, as reflected in the attached invoice. Your prompt attention to and payment of this invoice would be greatly appreciated.

If you have any questions regarding this letter and invoice, please contact me at rona@marc.org at (816) 701-8327.

Thank you for your continued support of the region's transportation planning efforts.

Sincerely,

Ron Achelpohl, PE  
Director of Transportation

Enclosure

Cc: Todd Spalding

- Chair: Curt Skoog, Councilmember, Overland Park, Kansas
- 1st Vice Chair: Carol Suter, Councilmember, Gladstone, Missouri
- 2nd Vice Chair: Ed Ellert, Commission Chairman, Johnson County, Kansas
- Treasurer: Beverlee Roper, Commissioner, Platte County, Missouri
- Secretary: Randy Rhoads, Mayor, Lee's Summit, Missouri
- Executive Director: David A. Warm

CCO Form: FS25  
Approved: 04/95 (MGB)  
Revised: 02/15 (MWH)  
Modified:

CFDA Number:  
CFDA Title: Highway Planning and Construction  
Award name/number: TAP – 3301(496)  
Award Year: 2015  
Federal Agency: Federal Highway Administration, Department of Transportation

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION  
TRANSPORTATION ALTERNATIVES FUNDS  
PROGRAM AGREEMENT**

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and City of Grain Valley, Missouri (hereinafter, City).

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

(1) PURPOSE: The United States Congress has authorized, in MAP-21 §1122; 23 U.S.C. §101, §106 and §213; SAFETEA-LU §1404 funds to be used for transportation alternatives activities. The purpose of this Agreement is to grant the use of such transportation enhancement funds to the City.

(2) LOCATION: The transportation alternatives funds which are the subject of this Agreement are for the project at the following location:

This project consists of constructing ADA compliant sidewalk and trail from the Oil Creek Greenway to Kentucky Road connecting the cities of Belton and Raymore. The general location of the project is shown on attachment marked "Exhibit A" and incorporated herein by reference.

(3) REASONABLE PROGRESS POLICY: The project as described in this agreement is subject to the reasonable progress policy set forth in the Local Public Agency (LPA) Manual and the final deadline specified in Exhibit B attached hereto and incorporated herein by reference. In the event, the LPA Manual and the final deadline within Exhibit B conflict, the final deadline within Exhibit B controls. If the project is within a Transportation Management Area that has a reasonable progress policy in place, the project is subject to that policy. If the project is withdrawn for not meeting

reasonable progress, the City agrees to repay the Commission for any progress payments made to the City for the project and agrees that the Commission may deduct progress payments made to the City from future payments to the City. The City may not be eligible for future Transportation Alternatives Funds if the City does not meet the reasonable progress policy.

(4) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the Commission, including its members and the Missouri Department of Transportation (MoDOT or Department) employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the City's wrongful or negligent performance of its obligations under this Agreement.

(B) The City will require any contractor procured by the City to work under this Agreement:

1. To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and MoDOT and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo. The City shall cause insurer to increase the insurance amounts in accordance with those published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(5) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the City and the Commission.

(6) COMMISSION REPRESENTATIVE: The Commission's **Kansas City's District Engineer** is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the

Commission in furtherance of the performance of this Agreement.

(7) NONDISCRIMINATION ASSURANCE: With regard to work under this Agreement, the City agrees as follows:

(A) Civil Rights Statutes: The City shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §2000d and §2000e, *et seq.*), as well as any applicable titles of the "Americans with Disabilities Act" (42 U.S.C. §12101, *et seq.*). In addition, if the City is providing services or operating programs on behalf of the Department or the Commission, it shall comply with all applicable provisions of Title II of the "Americans with Disabilities Act".

(B) Administrative Rules: The City shall comply with the administrative rules of the United States Department of Transportation relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation (49 C.F.R. Part 21) which are herein incorporated by reference and made part of this Agreement.

(C) Nondiscrimination: The City shall not discriminate on grounds of the race, color, religion, creed, sex, disability, national origin, age or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The City shall not participate either directly or indirectly in the discrimination prohibited by 49 C.F.R. §21.5, including employment practices.

(D) Solicitations for Subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the City. These apply to all solicitations either by competitive bidding or negotiation made by the City for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the City of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, creed, sex, disability or national origin, age or ancestry of any individual.

(E) Information and Reports: The City shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Commission or the United States Department of Transportation to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the City is in the exclusive possession of another who fails or refuses to furnish this information, the City shall so certify to the Commission or the United States Department of Transportation as appropriate and shall set forth what efforts it has made to obtain the information.

(F) Sanctions for Noncompliance: In the event the City fails to comply

with the nondiscrimination provisions of this Agreement, the Commission shall impose such contract sanctions as it or the United States Department of Transportation may determine to be appropriate, including but not limited to:

1. Withholding of payments under this Agreement until the City complies; and/or
2. Cancellation, termination or suspension of this Agreement, in whole or in part, or both.

(G) Incorporation of Provisions: The City shall include the provisions of paragraph (7) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the United States Department of Transportation. The City will take such action with respect to any subcontract or procurement as the Commission or the United States Department of Transportation may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the City becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the City may request the United States to enter into such litigation to protect the interests of the United States.

(8) ASSIGNMENT: The City shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(9) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The City shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(10) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations by providing the City with written notice of cancellation. Should the Commission exercise its right to cancel this Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the City.

(11) ACCESS TO RECORDS: The City and its contractors must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at no charge to the Federal Highway Administration (FHWA) and the Commission and/or their designees or representatives during the period of this Agreement and any extension, and for a period of three (3) years after the date on which the City receives reimbursement of their final invoice from the Commission.

(12) FEDERAL-AID PROVISIONS: Because responsibility for the performance of all functions or work contemplated as part of this project is assumed by the City, and the City may elect to construct part of the improvement contemplated by this Agreement



with its own forces, a copy of Section II and Section III, as contained in the United States Department of Transportation Form Federal Highway Administration (FHWA) 1273 "Required Contract Provisions, Federal-Aid Construction Contracts," is attached and made a part of this Agreement as Exhibit C. Wherever the term "the contractor" or words of similar import appear in these sections, the term "the City" is to be substituted. The City agrees to abide by and carry out the condition and obligations of "the contractor" as stated in Section II, Equal Opportunity, and Section III, Nonsegregated Facilities, as set out in Form FHWA 1273.

(13) ACQUISITION OF RIGHT OF WAY: With respect to the acquisition of right of way necessary for the completion of the project, City shall acquire any additional necessary right of way required for this project and in doing so agrees that it will comply with all applicable federal laws, rules and regulations, including 42 U.S.C. 4601-4655, the Uniform Relocation Assistance and Real Property Acquisition Act, as amended and any regulations promulgated in connection with the Act.

(14) MAINTENANCE OF DEVELOPMENT: The City shall maintain the herein contemplated improvements without any cost or expense to the Commission. All maintenance by the City shall be done for the safety of the general public and the esthetics of the area. In addition, if any sidewalk or bike trails are constructed on the Commission's right-of-way pursuant to this Agreement, the City shall inspect and maintain the sidewalk or bike trails constructed by this project in a condition reasonably safe to the public and, to the extent allowed by law, shall indemnify and hold the Commission harmless from any claims arising from the construction and maintenance of said sidewalk or bike trails. If the City fails to maintain the herein contemplated improvements, the Commission or its representatives, at the Commission's sole discretion shall notify the City in writing of the City's failure to maintain the improvement. If the City continues to fail in maintaining the improvement, the Commission may remove the herein contemplated improvement whether or not the improvement is located on the Commission's right of way. Any removal by the Commission shall be at the sole cost and expense of the City. Maintenance includes but is not limited to mowing and trimming between shrubs and other plantings that are part of the improvement.

(15) PLANS: The City shall prepare preliminary and final plans and specifications for the herein improvements. The plans and specifications shall be submitted to the Commission for the Commission's review and approval. The Commission has the discretion to require changes to any plans and specification prior to any approval by the Commission.

(16) REIMBURSEMENT: The cost of the contemplated improvements will be borne by the United States Government and by the City as follows:

(A) Any federal funds for project activities shall only be available for reimbursement of eligible costs which have been incurred by City. Any costs incurred by City prior to authorization from FHWA and notification to proceed from the

Commission are **not** reimbursable costs. The federal share for this project will be 80 percent not to exceed \$500,000. The calculated federal share for seeking federal reimbursement of participating costs for the herein improvements will be determined by dividing the total federal funds applied to the project by the total participating costs. Any costs for the herein improvements which exceed any federal reimbursement or are not eligible for federal reimbursement shall be the sole responsibility of City. The Commission shall not be responsible for any costs associated with the herein improvement unless specifically identified in this Agreement or subsequent written amendments.

(17) PROGRESS PAYMENTS: The City may request progress payments be made for the herein improvements as work progresses but not more than once every two weeks. Progress payments must be submitted monthly. The City shall repay any progress payments which involve ineligible costs.

(18) PROMPT PAYMENTS: Progress invoices submitted to MoDOT for reimbursement more than thirty (30) calendar days after the date of the vendor invoice shall also include documentation that the vendor was paid in full for the work identified in the progress invoice. Examples of proof of payment may include a letter or e-mail from the vendor, lien waiver or copies of cancelled checks. Reimbursement will not be made on these submittals until proof of payment is provided. Progress invoices submitted to MoDOT for reimbursement within thirty (30) calendar days of the date on the vendor invoice will be processed for reimbursement without proof of payment to the vendor. If the City has not paid the vendor prior to receiving reimbursement, the City must pay the vendor within two (2) business days of receipt of funds from MoDOT.

(19) PERMITS: The City shall secure any necessary approvals or permits from any federal or state agency as required for the completion of the herein improvements. If this improvement is on the right of way of the Commission, the City must secure a permit from the Commission prior to the start of any work on the right of way. The permits which may be required include, but are not limited to, environmental, architectural, historical or cultural requirements of federal or state law or regulation.

(20) INSPECTION OF IMPROVEMENTS AND RECORDS: The City shall assure that representatives of the Commission and FHWA shall have the privilege of inspecting and reviewing the work being done by the (City's/County's/Grantee's) contractor and subcontractor on the herein project. The City shall also assure that its contractor, and all subcontractors, if any, maintain all books, documents, papers and other evidence pertaining to costs incurred in connection with the Transportation Enhancement Program Agreement, and make such materials available at such contractor's office at all reasonable times at no charge during this Agreement period, and for three (3) years from the date of final payment under this Agreement, for inspection by the Commission, FHWA or any authorized representatives of the Federal Government and the State of Missouri, and copies shall be furnished, upon request, to authorized representatives of the Commission, State, FHWA, or other Federal agencies.

(21) CREDIT FOR DONATIONS OF FUNDS, MATERIALS, OR SERVICES: A person may offer to donate funds, materials or services in connection with this project. Any donated funds, or the fair market value of any donated materials or services that are accepted and incorporated into this project shall be credited according to 23 U.S.C. §323.

(22) DISADVANTAGED BUSINESS ENTERPRISES (DBE): The Commission will advise the City of any required goals for participation by disadvantaged business enterprises (DBEs) to be included in the City's proposal for the work to be performed. The City shall submit for Commission approval a DBE goal or plan. The City shall comply with the plan or goal that is approved by the Commission and all requirements of 49 C.F.R. Part 26, as amended.

(23) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(24) NOTICE TO BIDDERS: The City shall notify the prospective bidders that disadvantaged business enterprises shall be afforded full and affirmative opportunity to submit bids in response to the invitation and will not be discriminated against on grounds of race, color, sex, or national origin in consideration for an award.

(25) FINAL AUDIT: The Commission may, in its sole discretion, perform a final audit of project costs. The United States Government shall reimburse the City, through the Commission, any monies due. The City shall refund any overpayments as determined by the final audit.

(26) OMB AUDIT: If the City expend(s) five hundred thousand dollars (\$500,000) or more in a year in federal financial assistance it is required to have an independent annual audit conducted in accordance with OMB Circular A-133. A copy of the audit report shall be submitted to MoDOT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Subject to the requirements of OMB Circular A-133, if the City expend(s) less than five hundred thousand dollars (\$500,000) a year, the City may be exempt from auditing requirements for that year but records must be available for review or audit by applicable state and federal authorities.

(27) FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006: The City shall comply with all reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA) of 2006, as amended. This Agreement is subject to the award terms within 2 C.F.R. Part 170.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the City this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Executed by the Commission this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

MISSOURI HIGHWAYS AND  
TRANSPORTATION COMMISSION

BELTON, MISSOURI

\_\_\_\_\_  
Title \_\_\_\_\_

By \_\_\_\_\_  
Title \_\_\_\_\_

ATTEST:

ATTEST:

\_\_\_\_\_  
Secretary to the Commission

By \_\_\_\_\_  
Title \_\_\_\_\_

Approved as to Form:

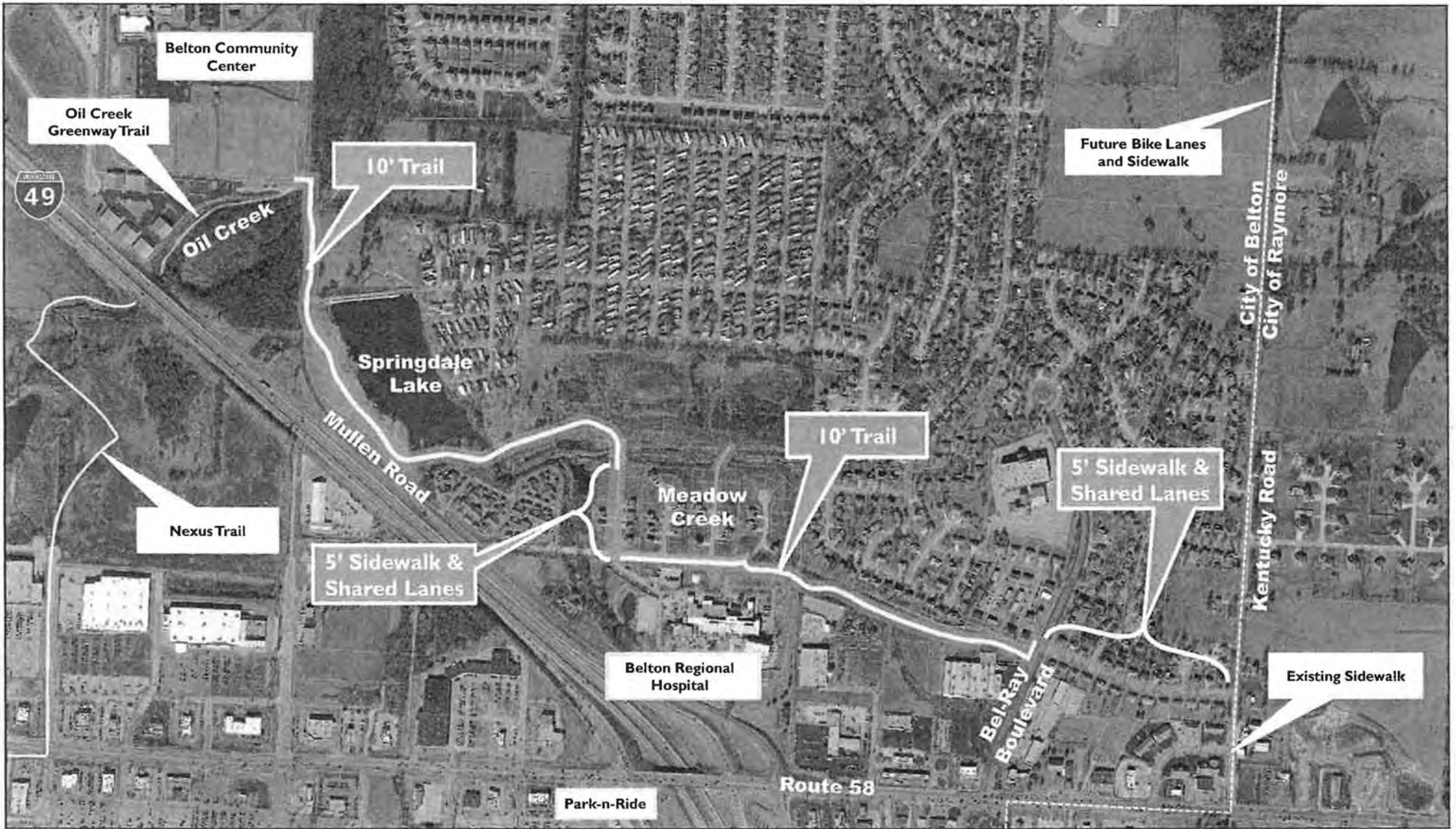
Approved as to Form:

\_\_\_\_\_  
Commission Counsel

\_\_\_\_\_  
Title \_\_\_\_\_

Ordinance No \_\_\_\_\_

Exhibit A - Location of Project



# Bel-Ray Connector Trail Belton, Missouri



Exhibit B – Project Schedule

Project Description: TAP 3301(496) ADA compliant sidewalk and trail from the Oil Creek Greenway to Kentucky Road connecting the cities of Belton and Raymore.

<b>Task</b>	<b>Date</b>
Date funding is made available or allocated to recipient	October 2014
Preliminary and Right-of-Way Plans Submittal (if Applicable)	June 2015
Plans, Specifications & Estimate (PS&E) Submittal	December 2015
Plans, Specifications & Estimate (PS&E) Approval	January 2016
Advertisement for Letting	February 2016
Bid Opening	March 2016
Construction Contract Award or Planning Study completed <b>(REQUIRED)</b>	April 2016

\*\*Schedule dates are approximate as the project schedule will be actively managed and issues mitigated through the project delivery process. The Award Date or Planning Study Date deliverable is not approximate and a Supplemental Agreement is required to modify this date.

Exhibit C - Required Contract Provisions  
Federal-Aid Construction Contracts



**REQUIRED CONTRACT PROVISIONS  
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

**ATTACHMENTS**

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

**I. GENERAL**

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

**II. NONDISCRIMINATION**

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**1. Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

**6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants /**

**Employees with Disabilities:** The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

**10. Assurance Required by 49 CFR 26.13(b):**

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### 1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## 2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## 3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and trainees

##### a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

##### b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30,

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**7. Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.**

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

**3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

## VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

## VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

## VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:



"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

#### **IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

#### **X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

##### **1. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

\*\*\*\*\*

## **2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

## **2. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\*\*\*\*\*

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\*\*\*\*\*

**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS  
PREFERENCE FOR APPALACHIAN DEVELOPMENT  
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS  
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

**SECTION V**  
**B**

**AN ORDINANCE ADDING A NEW SECTION 6-67 TO CHAPTER 6, ARTICLE II, DIVISION 2, REQUIREMENTS AND PROCEDURE, OF THE CODE OF ORDINANCES FOR THE CITY OF BELTON, MISSOURI.**

WHEREAS Section 89.070, RSMo, provides that the City’s Code of Ordinances may from time to time be amended, supplemented, modified or repealed by the City Council; and

WHEREAS, the City Council of the City of Belton desires to add a new section 6-67 to Chapter 6, Article II, Division 2, Requirements and Procedure, of the Code of Ordinances (“Code”).

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

Section 1. That Sec. 6-67, Master Certificate Required, is hereby added:

**Sec. 6-67. – Master Certificate Required.**

No license required under the provisions of this chapter shall be issued to any electrician, plumber, or HVAC technician without a current copy of their master certificate.

Section 2. That the Code of Ordinances of the City of Belton, Missouri, shall be supplemented and amended as necessary to show and reflect the actions taken today.

Section 3. That all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

Section 4. That this ordinance shall be in full force and effect from and after the date of its passage and approval.

Duly read two (2) times and passed this \_\_\_\_ day of \_\_\_\_\_, 2015.

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

Approved this \_\_\_\_ day of \_\_\_\_\_, 2015.

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

ATTEST:

\_\_\_\_\_  
Patricia A. Ledford, City Clerk  
of the City of Belton, Missouri

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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the \_\_\_\_ day of \_\_\_\_\_, 2015, and thereafter adopted as Ordinance No. 2015-\_\_\_\_ of the City of Belton, Missouri, at a regular meeting of the City Council held on the \_\_\_\_ day of \_\_\_\_\_, 2015, after the second reading thereof by the following vote, to-wit:

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

\_\_\_\_\_  
Patricia A. Ledford, City Clerk  
of the City of Belton, Missouri

**SECTION V**  
**C**



AN ORDINANCE AMENDING CHAPTER 6, ARTICLE II, DIVISION 2, SECTION 6-55, EVIDENCE OF WORKERS' COMPENSATION INSURANCE PRIOR TO A LICENSE ISSUANCE, OF THE CODE OF ORDINANCES FOR THE CITY OF BELTON, MISSOURI.

---

WHEREAS Section 89.070, RSMo, provides that the City's Code of Ordinances may from time to time be amended, supplemented, modified or repealed by the City Council; and

WHEREAS, the City Council of the City of Belton desires to amend and update Chapter 6, Article II, Division 2, Section 6-55 – Evidence of Workers' Compensation Insurance Prior to a License issuance, of the Code of Ordinances ("Code").

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

Section 1. That Sec. 6-55, Evidence of Workers' Compensation Insurance Prior to a License Issuance, shall be amended to read as follows:

**Sec. 6-55. - Evidence of liability and workers' compensation insurance for a contractor in the construction industry prior to license issuance.**

No license required under the provisions of this chapter shall be issued to any contractor in the construction industry until such person produces a current copy of:

(a) a certificate of insurance for general liability coverage, naming the City of Belton, Missouri, as a certificate holder. All contractors in the construction industry shall maintain general liability coverage in an amount not less than five hundred thousand dollars (\$500,000.00).

(b) a certificate of insurance for workers' compensation coverage, naming the City of Belton, Missouri, as a certificate holder, or an affidavit signed by the applicant attesting that the contractor is exempt from the requirements of the Workers' Compensation Law, Chapter 287, RSMo., 1994, as amended, or applicable successor statutes. It is unlawful, pursuant to section 287.128, for any contractor to provide fraudulent information pursuant to this section.

Section 2. That the Code of Ordinances of the City of Belton, Missouri, shall be supplemented and amended as necessary to show and reflect the actions taken today.

Section 3. That all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

Section 4. That this ordinance shall be in full force and effect from and after the date of its passage and approval.

Duly read two (2) times and passed this \_\_\_\_ day of \_\_\_\_\_, 2015.

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

Approved this \_\_\_\_ day of \_\_\_\_\_, 2015.

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

ATTEST:

\_\_\_\_\_  
Patricia A. Ledford, City Clerk  
of the City of Belton, Missouri

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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the \_\_\_\_ day of \_\_\_\_\_, 2015, and thereafter adopted as Ordinance No. 2015-\_\_\_\_ of the City of Belton, Missouri, at a regular meeting of the City Council held on the \_\_\_\_ day of \_\_\_\_\_, 2015, after the second reading thereof by the following vote, to-wit:

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

\_\_\_\_\_  
Patricia A. Ledford, City Clerk  
of the City of Belton, Missouri

**SECTION V**  
**D**

AN ORDINANCE AMENDING CHAPTER 6, ARTICLE XIII, DIVISION 2, SECTIONS 6-665 AND 6-666, SMALL LOAN ESTABLISHMENTS-LICENSE AND PERMIT, OF THE CODE OF ORDINANCES FOR THE CITY OF BELTON, MISSOURI.

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WHEREAS Section 89.070, RSMo, provides that the City’s Code of Ordinances may from time to time be amended, supplemented, modified or repealed by the City Council; and

WHEREAS, the City Council of the City of Belton desires to amend and update Chapter 6, Article XIII, Division 2, Sections 6-665 and 6-666 – Small Loan Establishments-License and Permit, of the Code of Ordinances (“Code”).

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

Section 1. That Secs. 6-665 and 6-666, Small Loan Establishment License and Employment Permit, is hereby amended with the addition of the underlined language, and the deletion of the stricken language:

**Sec. 6-665. – Small Loan Establishment License**

- (a) No person shall establish a small loan establishment within the city limits without obtaining a small loan establishment license. The annual small loan establishment license fee shall be in the amount provided in the city schedule of fees and charges.
- (b) The applicant must have net assets of at least \$100,000.00 readily available for the use in conducting business as a small loan establishment. If the city is unable to verify that the applicant meets the net assets required, the applicant must present a finding, including the presentation of a current balance sheet, by an independent certified public accountant that the accountant has reviewed the books and records of the applicant and the applicant meets the net assets requirement of this article.
- (c) No small loan establishment business owner shall have a felony or misdemeanor conviction (excluding municipal and traffic convictions), which directly relates to the duties and responsibilities of the occupation, or otherwise makes the applicant presently unfit to own a small loan establishment. A copy of the applicant’s state criminal history background check from the Missouri Highway Patrol ~~state highway patrol request for criminal record check form shall be filled out by the applicant in its entirety and shall be submitted annually~~ to the city with the application material.
- (d) Every small loan establishment owner to whom a license is granted to carry out a small loan business in the city shall enter into a bond to the city, with good and sufficient security to be approved by the city manager, in the penal sum of \$1,000.00, conditioned for the due observance of this article and all ordinances that may be passed or be enforced regarding small loan establishment owners, at any time

during the continuance of any such license, or, in the alternative, be covered by a blanket fiduciary bond, of at least \$1,000.00, provided by the small loan establishment's managing officer.

- (e) A minimum of \$1,000,000.00 of liability insurance is required for every small loan establishment at the time the business license is applied for and shall be maintained at all times.

**Sec. 6-666. – Employment Permit.**

- (a) No person shall be employed in a small loan establishment without obtaining an employment permit. The annual employment permit fee shall be in the amount provided in the city schedule of fees and charges.
- (b) No small loans officer shall be issued a permit under this section if he or she has had a felony or misdemeanor conviction which directly relates to the duties and responsibilities of the occupation or otherwise makes the applicant presently unfit to run or be employed in a small loan establishment. A copy of the applicant's state criminal history background check from the Missouri Highway Patrol state highway patrol request for criminal record check form shall be filled out by the applicant in its entirety and shall be submitted annually to the city with the application material.
- (c) Every employee to whom a permit shall be granted to be employed as a small loan officer in a small loan establishment shall enter into a bond to the city, with good and sufficient security to be approved by the city manager, in the penal sum of \$1,000.00, conditioned for the due observance of this article and all ordinances that may be passed or be enforced regarding small loan establishments, at any time during the continuance of any such permit, or, in the alternative, be covered by a blanket fiduciary bond, of at least \$1,000.00, provided by the small loan establishment's managing officer.

Section 2. That the Code of Ordinances of the City of Belton, Missouri, shall be supplemented and amended as necessary to show and reflect the actions taken today.

Section 3. That all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

Section 4. That this ordinance shall be in full force and effect from and after the date of its passage and approval.

Duly read two (2) times and passed this \_\_\_\_ day of \_\_\_\_\_, 2015.

---

Mayor Jeff Davis

Approved this \_\_\_\_ day of \_\_\_\_\_, 2015.

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

ATTEST:

\_\_\_\_\_  
Patricia A. Ledford, City Clerk  
of the City of Belton, Missouri

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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the \_\_\_\_ day of \_\_\_\_\_, 2015, and thereafter adopted as Ordinance No. 2015-\_\_\_\_ of the City of Belton, Missouri, at a regular meeting of the City Council held on the \_\_\_\_ day of \_\_\_\_\_, 2015, after the second reading thereof by the following vote, to-wit:

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

\_\_\_\_\_  
Patricia A. Ledford, City Clerk  
of the City of Belton, Missouri

**SECTION V**  
**E**

AN ORDINANCE AMENDING SECTIONS: 42-36, RATES INSIDE THE CITY; 42-38, WATER RATES FOR APPROVED WATER DISTRICTS OR LOCAL GOVERNMENTS; 42-39, RATES FOR WATER CONSUMED OUTSIDE CITY; 42-296, SEWER SYSTEM USER RATES; OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF BELTON, MISSOURI.

---

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

Section 1. That Section 42-36 of the Unified Development Code of the City of Belton, Missouri is hereby amended to read as follows:

**Section 42-36. Rates inside city.**

(a) Schedule from May 1, 2015: In all residential instances, the rate schedule for water use within the corporate limits beginning May 1, 2015, billing shall be as follows:

- (1) Fifteen hundred (1,500) gallons minimum-- \$12.70
- (2) Debt service rate -- \$10.21
- (3) Fifteen hundred one (1,501) gallons and over--\$0.9519 per one hundred (100) gallons of metered water.

(b) Schedule from May 1, 2015: In all non-residential instances, the rate schedule for water use within the corporate limits beginning May 1, 2015, billing shall be as follows:

- (1) Fifteen hundred (1,500) gallons minimum-- \$12.70
- (2) Debt service rate-- \$16.46
- (3) Fifteen hundred one (1,501) gallons and over--\$0.9519 per one hundred (100) gallons of metered water.

Section 2. That Section 42-38 of the Unified Development Code of the City of Belton, Missouri is hereby amended to read as follows:

**Sec. 42-38. Water rates for approved water districts or local governments.**

(a) In all instances, the rates for water provided to approved water districts or other local government entities for resale to their own customers outside the City of Belton, beginning with the May 1, 2015, billing, shall be as follows:

\$0.5673 per one hundred (100) gallons



- (b) The rate established herein shall be available only to those water districts or other local government entities specifically approved by the **City Council** and shall be increased annually, effective May 1, 2015, by no less than the percentage of increase applied to retail water customers, or as otherwise changed by amendment to the City Code.

Section 3. That Section 42-39 of the Unified Development Code of the City of Belton, Missouri is hereby amended to read as follows:

**Section 42-39. Rates for water consumed outside city.**

- (a) Schedule from May 1, 2015. In all instances the rates scheduled for water provided by the city outside the city limits for residential household use beginning with the May 1, 2015, billing shall be as follows:
- (1) Fifteen hundred (1,500) gallons minimum-- \$14.62
  - (2) Debt service rate-- \$10.21
  - (3) Fifteen hundred one (1,501) gallons and over--\$1.0790 per one hundred (100) gallons of metered water.
- (b) Schedule from May 1, 2015. In all instances the rates scheduled for water provided by the city outside the city limits for non-residential use beginning with the May 1, 2015, billing shall be as follows:
- (4) Fifteen hundred (1,500) gallons minimum-- \$14.62
  - (5) Debt service rate-- \$16.46
  - (6) Fifteen hundred one (1,501) gallons and over--\$1.0790 per one hundred (100) gallons of metered water.

Section 4. That Section 42-296 of the Unified Development Code of the City of Belton, Missouri is hereby amended to read as follows:

**Section 42-296. Sewer system user rates.**

- (a) *General.* Each user or contributor shall pay for the services provided by the City of Belton Sewer System based on the sewer user's choice of two calculation methods. Each user will determine which method of calculation is best for their household. No sewer service shall be furnished or rendered free of charge to any person.
- (1) The volumetric method. Monthly user charges shall be based on water usage as determined by water meter readings during the month.

- (2) The winter average method. Monthly user charges shall be based on water usage as determined by water meter readings during the month of December, January, and February ("test period") and be effective with cycle billings in May following the test period. Such average water usage thus determined shall remain the basis for determining the contributor's monthly sewer charge until a new average consumption is determined following the next test period. If a residential user or contributor has not established a December, January, and February average, such contributor's user charge shall be the mean charge of all other residential contributors.
- (b) Residential contributors. "Residential contributors" shall mean any contributor to the city's sewer collection system whose structure is exclusively used for domestic dwelling purposes with no more than two (2) dwelling units on each separate water meter. Users of a portion of a structure which portion is separately metered for water use and is used exclusively as a dwelling are also classified as residential contributors. Residential contributors shall not include the users of hotels, motels, boardinghouses, nursing homes, residence halls, or multi-unit residential complexes served by a common water meter or meters. Exceptions may include contributors with a service contract approved by the City Council.
- (c) Nonresidential contributors. For all contributors, including industrial, commercial, or multi-unit residential complexes served by a common water meter or meters, monthly sewer user charges shall be based on the volumetric method of calculation of water usage as determined by water meter readings during the month, except as provided herein.
- (1) If a nonresidential contributor has a consumptive use of water, or in some other manner uses water which is not returned to the wastewater collection system, the user charge for that contributor may be based on a wastewater meter(s) or separate water meter(s) installed and maintained at the contributor's expense and in a manner acceptable to the city.
- (2) Nonresidential contributors arranging temporary service for a construction site may choose to be charged for monthly sewer charges by either the volumetric method or by the winter average method allowed for residential contributors. The

selection of a winter average sewer billing method for temporary construction site services shall be effective until establishment of a permanent service account but in no event longer than twelve (12) monthly billing periods. The selection of either option may not be revoked by the customer after the temporary account is established except as provided herein. The winter average for such temporary services shall be based on the average monthly water usage for all residential customers as may be determined from time to time by the city. The provisions of subparagraph (2) shall not apply to construction sites for expansions or remodeling of an existing permanent sewer service site.

(d) City sewer rates:

- (1) Schedule from July 1, 2013: In all residential instances the rate schedule for sewer use within the corporate limits beginning with the July 1<sup>st</sup>, 2013 billing shall be as follows:
  - a. Fifteen hundred (1,500) gallons minimum-- \$9.07 volumetric method/\$10.25 winter month average
  - b. Debt service rate-- \$15.33
  - c. Volumetric method: fifteen hundred one (1,501) gallons and over- \$1.0430 per one hundred (100) gallons of metered water. Winter month average: fifteen hundred one (1,501) gallons and over- \$1.1219 per one hundred (100) gallons of metered water based on the winter average.
- (2) Schedule from July 1, 2013: In all non-residential instances the rate schedule for water use within the corporate limits beginning with the July 2013 billing, shall be as follows:
  - a. Fifteen hundred (1,500) gallons minimum-- \$9.07
  - b. Debt service rate-- \$21.58
  - c. Fifteen hundred one (1,501) gallons and over-\$1.0430 per one hundred (100) gallons of metered water.
- (3) Sewer Rates for residential contributors outside city- Schedule from July 1, 2013: In all residential instances the rate schedule for water use outside the corporate limits beginning with the July 2013 billing, shall be as follows:

- a. Fifteen hundred (1,500) gallons minimum-- \$12.98 volumetric method/\$14.46 winter month average
- b. Debt service rate-- \$15.33
- c. Volumetric method: fifteen hundred one (1,501) gallons and over-\$1.3038 per one hundred (100) gallons of metered water. Winter month average: fifteen hundred one (1,501) gallons and over-\$1.4027 per one hundred (100) gallons of metered water.

(4) Sewer Rates for non-residential contributors outside city- Schedule from July 1, 2013: In all non-residential instances the rate schedule for water use outside the corporate limits beginning with the July 2013 billing, shall be as follows:

- a. Fifteen hundred (1,500) gallons minimum-- \$12.98
- b. Debt service rate-- \$21.58
- c. Volumetric method: fifteen hundred one (1,501) gallons and over-\$1.3038 per one hundred (100) gallons of metered water. Winter month average: not available.

Any and all new rates established herein shall be effective with any billing from and after May 1, 2015.

Section 5. That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 6. This ordinance shall be in full force and effect from and after its passage and approval. Any and all new rates established herein shall be effective with any billing from and after May 1, 2015.

Duly read two (2) times and passed this \_\_\_ day of April, 2015.

Approved this \_\_\_ day of April, 2015.

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

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

ATTEST:

---

Patricia A. Ledford, City Clerk  
of the City of Belton, Missouri

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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the \_\_\_\_ day of April, 2015, and thereafter adopted as Ordinance No. \_\_\_\_\_ of the City of Belton, Missouri, at a regular meeting of the City Council held on the \_\_\_\_ day of April, 2015, after the second reading thereof by the following vote, to-wit:

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

---

Patricia A. Ledford, City Clerk  
of the City of Belton, Missouri

**SECTION V**  
**F**

**BILL NO. 2015-28**

**ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE APPROVING AN AGREEMENT WITH MIDWEST DIVISION-RBH, LLC d/b/a BELTON REGIONAL MEDICAL CENTER FOR JAIL FOOD SERVICE.

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

Section 1. That an agreement with Midwest Division-RBH, LLC d/b/a Belton Regional Medical Center to provide food service for jail prisoners is hereby approved and the Mayor is authorized and directed to execute the agreement on behalf of the city.

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

Duly read two (2) times and passed this \_\_\_\_ day of April, 2015.

Approved this \_\_\_\_ day of April, 2015.

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

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

ATTEST:

\_\_\_\_\_  
Patricia A. Ledford, City Clerk  
of the City of Belton, Missouri

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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the \_\_\_\_ day of April, 2015, and thereafter adopted as Ordinance No. \_\_\_\_\_ of the City of Belton, Missouri, at a regular meeting of the City Council held on the \_\_\_\_ day of April, 2015, after the second reading thereof by the following vote, to-wit:

AYES:

NOES:

ABSENT:

COUNCILMEN:

COUNCILMEN:

COUNCILMEN:

---

Patricia A. Ledford, City Clerk  
of the City of Belton, Missouri





**CITY OF BELTON  
CITY COUNCIL INFORMATION FORM**

AGENDA DATE: March 24, 2015  
 ASSIGNED STAFF: James R. Person, Chief of Police  
 DEPARTMENT: Police

Approvals

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

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

**ISSUE/REQUEST:** To approve the 2 year agreement with Belton Regional Medical Center to provide food service for the Belton City Jail.

**PROPOSED CITY COUNCIL MOTION: Approve**

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

This agreement is a renewal with no changes. The Belton Regional Medical Center has been providing the meals for the jail for the past 24 years. We have received the agreement which does not include any increase in the cost. This is a 2 year agreement and becomes effective April 9, 2015.

**IMPACT / ANALYSIS:**

The Belton Regional Medical Center will provide two (2) meals per day, Monday through Saturday and breakfast on Sunday. The hospital will comply with the nutritional and calorie requirements set forth by the regulating bodies of the State of Missouri, including special diets when required.

**FINANCIAL IMPACT**

Contractor:	Belton Regional Medical Center
Amount of Request/Contract:	\$
Amount Budgeted:	\$ 95,000.00
Funding Source:	
Additional Funds	\$
Funding Source	
Encumbered:	\$
Funds Remaining:	\$

<b>TIMELINE</b>	Start: April 9, 2015	Finish: April 9, 2017
<b>OTHER INFORMATION/UNIQUE CHARACTERISTICS:</b>		

<b>STAFF RECOMMENDATION:</b>
<b>OTHER BOARDS &amp; COMMISSIONS ASSIGNED:</b>
Date:
Action:

**List of reference Documents Attached:**

Food Service Agreement

## FOOD SERVICE AGREEMENT

THIS AGREEMENT entered into effective the 9<sup>th</sup> day of April 2015, between Midwest Division – RBH, LLC, d/b/a Belton Regional Medical Center (“Hospital”) and the CITY OF BELTON, MISSOURI (“Belton”).

WHEREAS, Belton operates a correctional facility and desires to obtain the services of Hospital to provide food service for inmates at the facility; and

WHEREAS, Hospital has the capability to and desires to provide food service to the correctional facility in Belton according to the terms of this Agreement.

NOW, THEREFORE, in consideration of the above and for other good and valuable consideration the parties hereby agree as follows:

1. Term and Termination.

The term of this Agreement shall be for a period of two (2) years effective the 10<sup>th</sup> day of April, 2015 and shall expire on the 9<sup>th</sup> day of April 2017.

2. The parties hereby agree that Hospital shall provide two (2) meals per day Monday through Saturday and breakfast on Sunday. It shall be the Responsibility of Hospital to assure that all meals provided to the inmates at the correctional facility shall comply with the nutritional requirements and calorie requirements set forth by the regulating bodies of the State of Missouri. In the event special diets are required for inmates, Belton shall provide to Hospital at least one week in advance, a written physician order specifying the special diet. The cost of said special diets shall be agreed upon by the parties and attached hereto as addendums to this Agreement prior to Hospital having responsibility for providing said special diets to inmates.

3. Hot and cold foods are to be served in containers that are pre-approved by Belton. It shall be the responsibility of Belton to transport all food from any Hospital facility to the correctional facility and Hospital shall have no responsibility for any of the food once it leaves the Hospital premises. Belton agrees to contact Hospital with the meal count using the cut off times of 8:30 a.m. for lunch and 2:00 p.m. for dinner, Monday through Saturday and 5:30 a.m. on Sunday for breakfast. Belton further agrees to pick up the meals from the Hospital facility at approximately 11:00 a.m. for the first meal and 4:30 p.m. for the second meal. Belton will assure that all jail personnel have proper identification including photo identification badges and Hospital shall have no responsibility for assuring that any party presenting him or herself as a representative of Belton shall actually be the representative of Belton. By accepting the food at the Hospital premises, Belton agrees that the food

complies with the terms of this Agreement and the applicable State laws and agrees to indemnify and hold harmless Hospital for any liability incurred by Hospital as a result of sickness or other injuries caused to inmates as a result of food prepared by Hospital. Hospital further agrees to provide bread, salt and pepper with each meal and further agrees that no foil packets or foil wrap shall be delivered to inmates.

4. Hospital shall furnish Belton with a weekly menu on a three week cycle (delivered on Fridays), which is a series of carefully planned meals.
5. Hospital agrees to provide meal tickets to the jail administrator to be named by Belton for all meals served. All foods will be listed on the meal ticket including salt, pepper, fruit, slices of bread, and other foods of a like nature and all food exceptions to the regular diets shall be noted.
6. Hospital agrees to have its food preparation facilities inspected to verify that all food preparation areas are in compliance with local and state regulations and written verification thereof shall be provided to the jail administrator at least twice annually.
7. Unless inconsistent with state law, Hospital agrees to provide meals that meet nationally recommended dietary allowances. Lunch and dinner will be provided under the following guidelines four (4) ounces of protein/meat, one half cup of vegetables, one half cup of starch/potato, eight (8) ounces of milk, one (1) serving of fruit, one (1) bread, one (1) dessert.
8. The parties agree that either party may cancel this contract upon ten (10) days written notice to the other party if for any reason either party fails to comply with all the provisions of this Agreement. It is the responsibility of the party alleging the breach of this Agreement that they notify the breaching party in writing of the alleged breach and the breaching party shall have five (5) days to correct the alleged breach. If the breach is not corrected by the end of said five (5) day period, this Agreement shall automatically terminate within ten (10) days thereafter. Either party may cancel this Agreement for any reason by giving the other party thirty (30) days written notice.
9. At all times hereunder, Belton shall be responsible for the disposal of all disposable containers and comply with all environmental rules and regulations. In the event any licenses or permits are required for Hospital to comply with the terms and conditions of this Agreement, Belton shall take all actions necessary to aid Hospital in obtaining the necessary approvals.
10. The parties agree that Belton shall be solely responsible for determining if a special diet is required to satisfy the medical needs or problems of any inmate and agrees to indemnify and hold harmless Hospital for any liability incurred

by Hospital as a result of information of any kind provided to Hospital by Belton which is the proximate cause of any injury caused to any inmate.

11. This Agreement constitutes the entire Agreement of the parties and no other agreements, whether written or oral, not herein contained shall be of any force or effect.
12. This Agreement shall at all times be consistent with guidelines of the American Correctional Association Standards for Adult Detention Facilities to the extent they are not inconsistent with the laws of the State of Missouri.
13. Cost of meals to be paid by Belton shall be as follows:
  - Breakfast - \$3.80/per meal
  - Lunch/Dinner - \$5.50/per meal
  - Milk - \$14.52
  - Cereal - \$53.56 per case
  - Silverware - \$37.50 per case

Hospital shall invoice Belton by the tenth (10<sup>th</sup>) day of each month for the meals provided to Belton in the preceding month. Within thirty (30) days of receipt of said invoice, Belton shall remit payment to Hospital. Any amounts overdue more than five (5) days shall bear interest at a rate of 1 ½ percent per annum.

14. Warranty of Eligibility. Each party represents and warrants to the other party that the party, its officers, directors and employees (i) are not currently excluded, debarred, or otherwise ineligible to participate in the federal health care programs as defined in 42 U.S.C. §1320a-7b(f) (the "federal health care programs"), (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services but have not yet been excluded, debarred, or otherwise declared ineligible to participate in the federal healthcare programs, and (iii) are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in the party or such individual being excluded from participation in the federal healthcare programs. This shall be an ongoing representation and warranty during the term of this Agreement and each party shall immediately notify the other party of any change in the status of the representations and warranty set forth in this section. Any breach of this section shall give the other party the right to terminate this Agreement immediately for cause.

**Midwest Division – RBH, LLL**  
**d/b/a Belton Regional Medical Center**

\_\_\_\_\_  
Todd Krass, CEO

\_\_\_\_\_  
Date

**City of Belton, Missouri**

\_\_\_\_\_  
Date

**SECTION V**  
**G**

AN ORDINANCE ACCEPTING THE RESIGNATION OF THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A. AS FISCAL AGENT WITH RESPECT TO CERTAIN OUTSTANDING BONDS OF THE CITY OF BELTON, MISSOURI; APPROVING THE APPOINTMENT OF UMB BANK, N.A., AS SUCCESSOR FISCAL AGENT; AND APPROVING CERTAIN DOCUMENTS AND OTHER ACTIONS IN CONNECTION THEREWITH.

**WHEREAS**, under Ordinance number 97-2452 (the “1997 Bond Ordinance”), the City of Belton, Missouri (the “City”) issued its \$1,930,000 City of Belton, Missouri Industrial Development Revenue Bond (ROM Corporation Project), Series 1997 (the “Series 1997 Bonds”) and named Central Trust Bank, Jefferson City, Missouri (“Central Trust Bank”) as Fiscal Agent with respect to the Series 1997 Bonds;

**WHEREAS**, The Bank of New York Mellon Trust Company, N.A. (the “Prior Fiscal Agent”), as successor in interest to Central Trust Bank, serves as Fiscal Agent with respect to the Series 1997 Bonds;

**WHEREAS**, under Ordinance number 2014-4052 (the “2014 Bond Ordinance,” together with the 1997 Bond Ordinance, the “Parity Ordinances”), the City issued its \$2,000,000 Industrial Development Revenue Bonds (Pace Capital, L.L.C./ROM Acquisition Corporation Project), Series 2014 (the “Series 2014 Bonds,” together with the Series 1997 Bonds, the “Parity Bonds”) and named the Prior Fiscal Agent as Fiscal Agent with respect to the Series 2014 Bonds;

**WHEREAS**, the proceeds of the Parity Bonds have been used to construct projects for the benefit of Pace Capital, L.C.C. (“Pace Capital”) and the City and Pace Capital have entered into an Amended and Restated Real Estate Lease Agreement dated as of November 26, 2014, providing, among other things, for the payment of rental payments by Pace Capital in an amount sufficient to repay the principal of and interest on the Parity Bonds;

**WHEREAS**, the City has received notice from the Prior Fiscal Agent informing the City of the Prior Fiscal Agent’s resignation as Fiscal Agent under the Parity Ordinances;

**WHEREAS**, pursuant to Section 31 of each Parity Ordinance, a successor Fiscal Agent may be designated in writing by the City with the consent of Pace Capital, so long as certain requirements are met; and

**WHEREAS**, the City finds and determines that it is desirable to accept the resignation of the Prior Fiscal Agent from its position as Fiscal Agent under the Parity Ordinances and to approve and appoint UMB Bank, N.A. (the “Successor Fiscal Agent”) as Fiscal Agent under the Parity Ordinances; and

**WHEREAS**, the City further finds and determines that in connection with the resignation of the Prior Fiscal Agent and the appointment of the Successor Fiscal Agent, it is necessary and appropriate for the Prior Fiscal Agent to assign to the Successor Fiscal Agent all right, title and interest of the Prior Fiscal Agent in the following documents (the “Bond Documents”) (1) the Parity Ordinances, (2) the Assignment and Security Agreement dated as of November 26, 2014 granted by the City to the Prior Fiscal Agent, (3) the Deed of Trust and Security Agreement dated as of May 30, 1997 (the “Original Deed of Trust”), as amended and restated by the Amended and Restated Deed of Trust and Security Agreement dated as of November 26, 2014 (the “Amended Deed of Trust”), granted by the City to the mortgage trustee designated thereunder for the benefit of the Prior Fiscal Agent, (4) the Guaranty Agreement dated as of November 26, 2014 between James P. Pace and the Prior Fiscal Agent, (5) the Tax Compliance



Agreement dated as of November 26, 2014 relating to the Series 2014 Bonds among the City, Pace Capital and the Prior Fiscal Agent, (6) the Tax Compliance Agreement dated as of May 1, 1997 relating to the Series 1997 Bonds among the City, Pace Capital, ROM Corporation and Central Trust Bank, (7) Loan Policy Number M-9302-004393869 issued by Stewart Title Guaranty Company insuring the interests of the Prior Fiscal Agent under the Amended Deed of Trust, and (8) Loan Policy Number 26 0016 107 00002889 issued by Chicago Title Insurance Company insuring the interests of the Prior Fiscal Agent under the Original Deed of Trust; and

**WHEREAS**, the City further finds and determines that it is necessary and appropriate that the City take certain actions and approve the execution of certain documents as herein provided;

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

**Section 1. Resignation of Prior Fiscal Agent, Appointment of Successor Fiscal Agent.** The City hereby accepts the Resignation of the Prior Fiscal Agent as of the Effective Date set out in the Instrument (defined below) and the appointment of the Successor Fiscal Agent as successor Fiscal Agent under the Parity Ordinances, and authorizes the Mayor and the City Clerk to take such actions and execute such documents as may be necessary or desirable to carry out such proceedings, including the execution of the Instrument of Resignation, Appointment and Acceptance (the "Instrument"), in substantially the form on file with the City Clerk.

**Section 2. Transfer of Interests and Property.** The City hereby requests that the Prior Fiscal Agent assign to the Successor Fiscal Agent all right, title and interest of the Prior Fiscal Agent in the Bond Documents and that the Prior Fiscal Agent pay over, transfer, assign and deliver to the Successor Fiscal Agent any money or other property subject to the Bond Documents.

**Section 3. Effective Date.** This Ordinance shall take effect and be in full force immediately after its passage by the City.

*[remainder of this page intentionally left blank]*

Duly read two (2) times and passed this \_\_\_ day of April, 2015.

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

Approved this \_\_\_ day of April, 2015.

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

ATTEST:

\_\_\_\_\_  
Patricia A. Ledford, City Clerk  
of the City of Belton, Missouri

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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the \_\_\_ day of April, 2015, and thereafter adopted as Ordinance No. \_\_\_\_\_ of the City of Belton, Missouri, at a regular meeting of the City Council held on the \_\_\_ day of April, 2015, after the second reading thereof by the following vote, to-wit:

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

\_\_\_\_\_  
Patricia A. Ledford, City Clerk  
of the City of Belton, Missouri

## INSTRUMENT OF RESIGNATION, APPOINTMENT AND ACCEPTANCE

THIS INSTRUMENT OF RESIGNATION, APPOINTMENT AND ACCEPTANCE, (this "Instrument"), dated as of April 1, 2015, by and among the City of Belton, Missouri (the "City"), The Bank of New York Mellon Trust Company, N.A., as prior Fiscal Agent (the "Prior Fiscal Agent"), and UMB Bank, N.A., as successor Fiscal Agent (the "Successor Fiscal Agent").

### RECITALS

WHEREAS, under Ordinance number 97-2452 (the "1997 Bond Ordinance"), the City issued its \$1,930,000 City of Belton, Missouri Industrial Development Revenue Bond (ROM Corporation Project), Series 1997 (the "Series 1997 Bonds") and named Central Trust Bank, Jefferson City, Missouri ("Central Trust Bank") as Fiscal Agent with respect to the Series 1997 Bonds;

WHEREAS, the Prior Fiscal Agent, as successor in interest to Central Trust Bank, serves as Fiscal Agent with respect to the Series 1997 Bonds;

WHEREAS, under Ordinance number 2014-4052 (the "2014 Bond Ordinance," together with the 1997 Bond Ordinance, the "Parity Ordinances"), the City issued its \$2,000,000 Industrial Development Revenue Bonds (Pace Capital, L.L.C./ROM Acquisition Corporation Project), Series 2014 (the "Series 2014 Bonds," together with the Series 1997 Bonds, the "Parity Bonds") and named the Prior Fiscal Agent as Fiscal Agent with respect to the Series 2014 Bonds;

WHEREAS, with respect to the Parity Bonds, the Prior Fiscal Agent has, in its own name or as successor to Central Trust Bank, entered into or accepted rights and duties under and with respect to the following documents (the "Bond Documents"): (1) the Parity Ordinances, (2) the Assignment and Security Agreement dated as of November 26, 2014 granted by the City to the Prior Fiscal Agent, (3) the Deed of Trust and Security Agreement dated as of May 30, 1997 (the "Original Deed of Trust"), as amended and restated by the Amended and Restated Deed of Trust and Security Agreement dated as of November 26, 2014 (the "Amended Deed of Trust"), granted by the City to the mortgage trustee designated thereunder for the benefit of the Prior Fiscal Agent, (4) the Guaranty Agreement dated as of November 26, 2014 between James P. Pace and the Prior Fiscal Agent, (5) the Tax Compliance Agreement dated as of November 26, 2014 relating to the Series 2014 Bonds among the City, Pace Capital L.L.C. ("Pace Capital") and the Prior Fiscal Agent, (6) the Tax Compliance Agreement dated as of May 1, 1997 relating to the Series 1997 Bonds among the City, Pace Capital, ROM Corporation and Central Trust Bank, (7) Loan Policy Number M-9302-004393869 issued by Stewart Title Guaranty Company insuring the interests of the Prior Fiscal Agent under the Amended Deed of Trust, and (8) Loan Policy Number 26 0016 107 00002889 issued by Chicago Title Insurance Company insuring the interests of the Prior Fiscal Agent under the Original Deed of Trust;

WHEREAS, the Parity Ordinances provide that the Prior Fiscal Agent may resign from its duties as Fiscal Agent, paying agent, and bond registrar, by an instrument delivered to the City, to take effect not sooner than 90 days after the delivery of such instrument to the City and Pace Capital;

WHEREAS, the City has received notice from the Prior Fiscal Agent informing the City of the Prior Fiscal Agent's resignation as Fiscal Agent under the Parity Ordinances;

WHEREAS, the Parity Ordinances provide that, upon the resignation of the Prior Fiscal Agent, the City, with the consent of Pace Capital (provided no event of default, or event that with notice or the lapse of time could become an event of default, shall have occurred and be continuing), shall designate in writing a successor Fiscal Agent;

WHEREAS, the Parity Ordinances require that (1) the successor Fiscal Agent be a bank, trust company or national banking association which is a member of the Federal Reserve System and which has a capital stock

and surplus aggregating at least \$25,000,000, and (2) the successor Fiscal Agent file an acceptance with the City Clerk of the City within ten (10) days of its appointment;

WHEREAS, the Prior Fiscal Agent intends, by this Instrument, to confirm its resignation as Fiscal Agent under the Bond Document and to transfer all rights, powers, privileges, obligations and trusts held as Fiscal Agent under the Bond Documents to the Successor Fiscal Agent;

WHEREAS, the City intends, by this Instrument, with the consent of Pace Capital, to accept the resignation of the Prior Fiscal Agent and to designate the Successor Fiscal Agent to serve as Fiscal Agent, paying agent, and bond registrar under the Bond Documents; and

WHEREAS, the Successor Fiscal Agent is willing to accept the appointment as Fiscal Agent, paying agent, and bond registrar under the Bond Documents subject to the terms and conditions contained in this Instrument.

NOW, THEREFORE, in consideration of the covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Effective Date. This Instrument shall be effective as of 9:00 a.m. on April 24, 2015 (the "Effective Date"), notwithstanding the 90-day delay period set forth in the Parity Ordinances, which is hereby waived.

2. Resignation and Appointment. As of the Effective Date: (a) the resignation of the Prior Fiscal Agent shall be effective and the Prior Fiscal Agent is removed as Fiscal Agent, paying agent and bond registrar under the Bond Documents; and (b) the Successor Fiscal Agent is appointed as Fiscal Agent, paying agent and bond registrar under the Bond Documents, and the Successor Fiscal Agent is vested with all rights, powers, trusts, privileges, duties and obligations of the Fiscal Agent, paying agent and bond registrar under the Bond Documents.

3. The City's Representations and Warranties. The City hereby represents and warrants to the Prior Fiscal Agent and the Successor Fiscal Agent that:

a. It is duly organized and validly existing and in good standing under all applicable laws, and this Instrument has been duly authorized, executed and delivered on its behalf and constitutes its legal, valid, binding and enforceable obligation;

b. It has not entered into any amendment or supplement to the Bond Documents, and the Bond Documents are in full force and effect;

c. It is not in default of any of its obligations under the Bond Documents, and to the best of the knowledge of the City, no event has occurred and is continuing which is, or after notice or lapse of time, or both, would become, an event of default under the Bond Documents to which the City is a party;

d. Except as stated herein, no covenant or condition contained in the Bond Documents has been waived by the Prior Fiscal Agent or, to the best of the knowledge of the City, by the owners of the Parity Bonds;

e. The execution, delivery and performance of this Instrument does not and will not conflict with, or result in a breach of, any of the terms or provisions of, or constitute a default under, any (i) contract, agreement, indenture or other instrument to which the City is a party or by which it or its property is bound, or (ii) any judgment, decree or order of any court or governmental agency or regulatory body or law, rule or regulation applicable to it or its property; and

f. All conditions precedent in the Parity Ordinances relating to the appointment of the Successor Fiscal Agent as the Fiscal Agent, paying agent and bond registrar under the Bond Documents have been complied with by the City.

4. Prior Fiscal Agent's Representations and Warranties. The Prior Fiscal Agent hereby represents and warrants to the City and the Successor Fiscal Agent that:

a. It has not entered into an amendment or supplement to the Bond Documents, and to the best of its knowledge, the Bond Documents are in full force and effect;

b. No covenant or condition contained in the Bond Documents has been waived by the Prior Fiscal Agent or, to the best of the knowledge of the Prior Fiscal Agent, by the owners of the Parity Bonds;

c. There is no action, suit or proceeding pending or, to its knowledge, threatened, against the Prior Fiscal Agent before any court or governmental authority arising out of any action or omission by the Prior Fiscal Agent as Fiscal Agent under the Bond Documents;

d. It has made, or promptly will make, available to the Successor Fiscal Agent originals, if available, or copies in its possession, of all documents relating to the trusts created by the Bond Documents and all information in the possession of its corporate trust department relating to the administration and status of the trusts under the Bond Documents;

e. This Instrument has been duly authorized, executed and delivered on behalf of the Prior Fiscal Agent and constitutes its legal, valid, binding and enforceable obligation;

f. As of the Effective Date, the Prior Fiscal Agent has made no advances as Fiscal Agent or Paying Agent under the Bond Documents for the reimbursement of which it claims or may claim a lien or charge prior to that of the owners of the Parity Bonds; and

g. To the best of the knowledge of the Prior Fiscal Agent, no default of any of obligations under the Bond Documents has occurred, and no event has occurred and is continuing which is, or after notice or lapse of time, or both, would become, an event of default under the Bond Documents.

5. Successor Fiscal Agent's Representations and Warranties. The Successor Fiscal Agent represents and warrants to the Prior Fiscal Agent and the City that:

a. It is qualified and eligible to serve as Fiscal Agent, paying agent and bond registrar under the Bond Documents;

b. It is a national banking association which is a member of the Federal Reserve System and which has a capital stock and surplus aggregating at least \$25,000,000; and

c. This Instrument has been duly authorized, executed and delivered on behalf of the Successor Fiscal Agent and constitutes its legal, valid, binding and enforceable obligation.

6. Acceptance of Appointment. The Successor Fiscal Agent hereby accepts appointment as, and is eligible to act as Fiscal Agent, paying agent and bond registrar under the Bond Documents and accepts all rights, powers, privileges, duties, obligations, and trusts of the Prior Fiscal Agent as the Fiscal Agent, paying agent and bond registrar under the Bond Documents and agrees to be bound by all terms of the Bond Documents, such acceptance and agreement to be effective as of the Effective Date and subject to the terms and conditions set forth in this Instrument.

7. Conveyance by Prior Fiscal Agent. The Prior Fiscal Agent hereby duly conveys, assigns, transfers and delivers to the Successor Fiscal Agent and to its successors and assigns, without recourse, but otherwise subject to the terms hereof, and upon the trusts expressed in the Bond Documents, all the rights, powers, privileges, obligations and trusts of the Prior Fiscal Agent as Fiscal Agent, paying agent and bond registrar under the Bond Documents and all property and money, if any, held by or under the control of the Prior Fiscal Agent as Fiscal Agent, paying agent and bond registrar under the Bond Documents, together with all records and documents in any way relating thereto. The Prior Fiscal Agent hereby agrees to transfer all money and property held by it or under its control as Fiscal Agent, paying agent and bond registrar under the Bond Documents to the Successor Fiscal Agent. The Prior Fiscal Agent authorizes the amendment of all Uniform Commercial Code financing statements relating to the Bond Documents to reference the Successor Fiscal Agent as the secured party.

8. Deliveries by Prior Fiscal Agent. On or before the Effective Date, the Prior Fiscal Agent shall deliver to the Successor Fiscal Agent the following:

- a. the original transcripts of the transactions concerning the issuance of the Parity Bonds;
- and
- b. copies of all correspondence (excluding e-mail) and information received concerning the Parity Bonds since their issuance, including all account statements provided by the Prior Fiscal Agent to the City and Pace Capital.

9. No assumption of liability. The City and the Prior Fiscal Agent acknowledge and agree that nothing contained herein or otherwise shall constitute an assumption by the Successor Fiscal Agent of any liability of the Prior Fiscal Agent arising out of any breach by the Prior Fiscal Agent in the performance or non-performance of the Prior Fiscal Agent's duties as Fiscal Agent, paying agent and bond registrar under the Bond Documents. The City and Successor Fiscal Agent acknowledge and agree that nothing contained herein or otherwise shall constitute an assumption by the Prior Fiscal Agent of any liability of the Successor Fiscal Agent arising out of any future breach by the Successor Fiscal Agent in the performance or non-performance of the Successor Fiscal Agent's duties as Fiscal Agent, paying agent and bond registrar under the Bond Documents.

10. Further Assurances. The City and the Prior Fiscal Agent, for the purposes of more fully and certainly vesting in and confirming to the Successor Fiscal Agent, as successor Fiscal Agent, paying agent and bond registrar under the Bond Documents, said rights, powers, trusts, privileges, duties and obligations, agree upon reasonable request of the City or the Successor Fiscal Agent, to execute, acknowledge and deliver such further instruments of conveyance and further assurance and to do such other things as may reasonably be required for more fully and certainly vesting and confirming to the Successor Fiscal Agent all rights, powers, trusts, privileges, duties and obligations which the Prior Fiscal Agent held under and by virtue of the Bond Documents.

11. Survival of the City's Obligations. Notwithstanding the resignation of the Prior Fiscal Agent, the City hereby agrees to remain obligated under the Bond Documents to compensate, reimburse and indemnify the Prior Fiscal Agent as provided under the Bond Documents for services provided by the Prior Fiscal Agent as Fiscal Agent, paying agent and bond registrar under the Bond Documents prior to the Effective Date, and nothing contained in this Instrument shall in any way abrogate the obligations of the City to the Prior Fiscal Agent under the Bond Documents. The Prior Fiscal Agent is currently owed fees and expenses in the amount of \$-0-, which represents the remaining balance of all fees and expenses owed to the Prior Fiscal Agent to and including the Effective Date. Such funds should be sent to the Prior Fiscal Agent upon execution of this Agreement.

12. Notices. All notices, whether faxed or mailed will be deemed received when sent pursuant to the following instructions:

TO THE PRIOR FISCAL AGENT:

The Bank of New York Mellon Trust Company, N.A.  
Corporate Trust Department  
Attn: Lori-Ann Soriano  
911 Washington, Suite 300  
St. Louis, MO 63101  
Fax: 314-613-8238

TO THE SUCCESSOR FISCAL AGENT:

UMB Bank, N.A.  
Corporate Trust Department  
Attn: Admir Gusic  
2 South Broadway, 6th Floor  
St. Louis, MO 63102  
Fax: 314-612-8499

TO THE CITY:

City of Belton, Missouri  
Attention: City Clerk  
506 Main Street  
Belton, MO 64012  
Fax: 816-322-4620

13. Ratification of Bond Documents. In all respects not inconsistent with the terms and provisions of this Instrument, the Bond Documents are hereby ratified, approved and confirmed. In executing and delivering this Instrument, the Successor Fiscal Agent shall be entitled to all of the privileges and immunities afforded to the Fiscal Agent, paying agent and bond registrar under the terms and provisions of the Bond Documents.

14. Governing Law. This Instrument shall be governed by and construed in accordance with the laws of the State of Missouri.

15. Counterparts; Electronic Transaction. This Instrument may be executed in any number of counterparts, each of which will be an original, but such counterparts shall together constitute one and the same instrument. The parties to this Instrument agree that the transactions described herein may be conducted and related documents may be received 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.

16. Severability. In the event that any provisions of this Instrument shall be deemed invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Instrument.

17. Entire Agreement. This Instrument sets forth the entire agreement of the parties with respect to its subject matter, and supersedes and replaces any and all prior contemporaneous warranties, representations or agreements, whether oral or written, with respect to the subject matter of this Instrument other than those contained in the Instrument.

18. Amendments. This Instrument may not be amended or modified except by agreement set forth in a written memorandum executed by all parties to this Instrument.

*[remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the parties have executed this Instrument to be effective as of the Effective Date stated.

**THE BANK OF NEW YORK MELLON  
TRUST COMPANY, N.A.,**  
as Prior Fiscal Agent

By: \_\_\_\_\_  
Name:  
Title:



**UMB BANK, N.A.,**  
as Successor Fiscal Agent

By: \_\_\_\_\_  
Name;  
Title:

**CITY OF BELTON, MISSOURI**

By: \_\_\_\_\_  
Mayor

**CONSENT, ACCEPTANCE AND APPROVAL:** Pace Capital L.L.C. hereby (1) consents to, accepts and approves the foregoing Instrument, (2) agrees to pay directly to the Prior Fiscal Agent the amount set forth in Section 11 of the Instrument as the remaining unpaid fees and expenses of the Prior Fiscal Agent, and (3) represents that no event of default, or event that with notice or the lapse of time could become an event of default under the Amended and Restated Real Estate Lease Agreement dated as of November 26, 2014 between Pace Capital L.L.C. and the City, has occurred and is continuing.

**PACE CAPITAL L.L.C.**

By: \_\_\_\_\_  
James P. Pace, Manager

**SECTION VI**  
**A**

R2015-17

A RESOLUTION FORMALLY ACCEPTING STREETS AND OTHER IMPROVEMENTS TO  
BELTON GATEWAY.

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

WHEREAS, Section 36-111 of the Unified Development Code provides for formal acceptance of public improvements by the City of Belton; and

WHEREAS, 8,491 feet of streets; 1,910 feet of storm sewer; 2,873 feet of sanitary sewer; and 4,430 feet of water line were constructed and installed in conformance with the approved engineering drawings and with the requirements of the Unified Development Code which was in effect at the time of completion.

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

Section 1. That the streets and other improvements for Belton Gateway are hereby formally accepted by the City of Belton and shall become the property of the City or the appropriate utility company.

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

Duly read and passed this \_\_\_\_\_ day of April, 2015.

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

ATTEST:

\_\_\_\_\_  
Patricia A. Ledford, City Clerk  
of the City of Belton, Missouri

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

I, Patricia A. Ledford, 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 14<sup>th</sup> day of April, 2015, and adopted at a regular meeting of the City Council held the 14<sup>th</sup> day of April, 2015 by the following vote, to wit:

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

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Patricia A. Ledford, City Clerk  
of the City of Belton, Missouri



# CITY OF BELTON CITY COUNCIL INFORMATION FORM

**AGENDA DATE:** April 14, 2015

**DIVISION:** Public Works Engineering

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

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

**ISSUE/RECOMMENDATION:**

As is required, this is a procedural item for acceptance of new infrastructure constructed with the “Gateway” project. Staff approved the design, inspected the construction, and worked with the contractor/developer on final punch list items to get to a final product that is safe, according to specifications and standards, and will minimize maintenance as much as possible short and long term.

**PROPOSED CITY COUNCIL MOTION:**

Staff seeks approval of a resolution accepting the public infrastructure at Belton Gateway.

**BACKGROUND:**

Attached is a memo from Ron Raines, Construction Inspector, requesting acceptance of the public infrastructure.

**IMPACT/ANALYSIS:**

**FINANCIAL IMPACT**

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

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

Staff recommends the approval of a resolution accepting the public infrastructure at Belton Gateway at the April 14, 2015 regular City Council meeting.

**LIST OF REFERENCE DOCUMENTS ATTACHED:**

- Resolution
- Memo from Ron Raines, Construction Inspector



*CITY OF BELTON – PUBLIC WORKS  
MEMORANDUM*

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**PUBLIC WORKS**

**Date:** March 12, 2015  
**To:** Jeff Fisher, Director of Public Works  
**From:** Ron Raines, Public Works Construction Inspector  
**Subject:** Belton Gateway Development Project Public Infrastructure

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The Public Infrastructure for the Belton Gateway Development Project is complete. These public improvements consist of 8,491 lane feet of streets; 1,910 feet of storm sewer; 2,873 feet of sanitary sewer; and 4,430 feet of water line that have been installed, inspected, and tested per City of Belton standards. We received maintenance bonds for the above mentioned public improvements in the amount of \$2,448,403.00. These improvements are ready to be placed on the City Council agenda for formal acceptance.



**SECTION VI**  
**B**

**R2015-18**

A RESOLUTION APPROVING TASK AGREEMENT #19 WITH OLSSON ASSOCIATES TO DESIGN THE BUENA VISTA AND EAST PACIFIC DRIVE STORMWATER INFRASTRUCTURE IMPROVEMENTS.

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

Section 1. That a Task Agreement #19 with Olsson Associates to design the Buena Vista and East Pacific Drive stormwater infrastructure improvements in the amount of \$81,062 is hereby approved and the City Manager is hereby authorized and directed to execute Task Agreement No. 19 on behalf of the City.

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

Duly read and passed this \_\_\_\_ day of April, 2015.

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

ATTEST:

\_\_\_\_\_  
Patricia A. Ledford, City Clerk  
of the City of Belton, Missouri

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

I, Patricia A. Ledford, 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 \_\_\_\_, 2015, and adopted at a regular meeting of the City Council held the \_\_\_\_ day of \_\_\_\_, 2015 by the following vote, to wit:

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

\_\_\_\_\_  
Patricia A. Ledford, City Clerk  
of the City of Belton, Missouri



## CITY OF BELTON CITY COUNCIL INFORMATION FORM

**DATE:** 4/14/15

**DIVISION:** Engineering

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

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

**ISSUE/RECOMMENDATION:**

Staff and Olsson have prepared a task agreement of \$81,062 for the design of two stormwater improvement projects: SWMP Project #1 Pacific Dr (total estimated- \$275,000) and SWMP Project #5 Buena Vista (total estimated- \$692,000). The delivery method for this project will involve early selection of the contractor at approximately 35% design to work with Olsson and the City through the remainder of the design process and construction.

**PROPOSED CITY COUNCIL MOTION:**

A Resolution Approving Task Agreement #19 With Olsson Associates To Design The Buena Vista And East Pacific Drive Stormwater Infrastructure Improvements.

**BACKGROUND:**

As previously discussed at the December 9, 2014 regular session, the council was presented with the plan for the remainder of the 2006 Stormwater bond funds. At the start of the 2016 FY there was remaining balance of \$1,253,058. The projects planned for this year include:

- Belton Research Medical Ditch (\$15,000),
- Oil Creek Culvert (\$155,500),
- Pacific Dr (\$275,000),
- Buena Vista (\$692,000), and
- Westover (\$29,500).

These projects total \$1,167,000 with an amount of \$86,058 that is likely to be added to the Oil Creek Culvert to cover costs.

Task Agreement #19 with Olsson Associates to design the two stormwater improvement projects are consistent with previous discussions, the cost projected by the FY16 budget, and the 2012 Stormwater Master Plan. The cost of design is typically around 15% of the total project cost but do to the project delivery method, design costs are less and approximately 9% of the estimated total project cost. The intention of the delivery method of these projects is to determine the most cost-efficient solutions for the City with the help of the Contractor and Design Professional.

**As stated in the SWMP, the Pacific Dr Project will provide “100-yr Flood Protection”, but the Buena Vista Project will not provide “100-yr Flood Protection” to properties or streets. In order to provide that level of protection in the Buena Vista area, significant improvements are necessary and several properties would need to be purchased. Currently, the issues (extreme street flooding and potential flooding of at least seven properties) in the Buena Vista area occur in “1 and 2-yr**

storm events”. The objective of the Buena Vista project is to drastically reduce the risk of property flooding and as much as possible, reduce street flooding.

**IMPACT/ANALYSIS:**

**FINANCIAL IMPACT**

Contractor:		Olsson Associates
Amount of Request/Contract:	\$	81,062
Amount Budgeted:	\$	692,000 + 275,000 = 967,000
Funding Source:		2006 Stormwater Bonds (Fund 451)
Additional Funds:	\$	N/A
Funding Source:		N/A
Encumbered:	\$	N/A
Funds Remaining:	\$	885,938

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

At the April 14, 2015 regular meeting, approve a resolution for a Task Agreement with Olsson Associates to start the design of the stormwater improvements for the Pacific Dr and Buena Vista projects.

**LIST OF REFERENCE DOCUMENTS ATTACHED:**

Resolution

Task Agreement form

Scope and Fee

Figures Depicting Area and Conceptual Stormwater Infrastructure Improvements

## City of Belton – Public Works Task Agreement

Contract: Olsson Associates

Ordinance or Resolution: N/A

Task Agreement No: 19

Funding Amount: \$81,062  
Purchase Order No: N/A

Project Title: Buena Vista (WF-2) and E. Pacific (WF-3) Stormwater Improvements

Contractor (including sub-contractors): Olsson Associates

Division and Staff Project Manager:  
Zach Matteo – City Engineer

Project Management Manual reviewed: Yes

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

PROJECT Scope: See Exhibit A, attached.

### Staff Signatures

### Partner Signatures

Director of Public Works:  
Jeff Fisher

City Manager:  
Ron Trivitt

Project Manager:  
Tony Stanton

Company Officer (if different):

Signature: 

Signature: \_\_\_\_\_

Signature: 

Signature: \_\_\_\_\_

Date: 4-8-15

Date: \_\_\_\_\_

Date: 4/7/15

Date: \_\_\_\_\_

Project Type: Design \_\_\_ Construction \_\_\_ Property Acquisition X Conceptual/Problem Solving \_\_\_ Surveying X

Project Discipline(s): Transportation X 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

### Final Design and Construction Assistance for: *Buena Vista Drive Drainage Improvements (Project WF-2)* *E. Pacific Drive Drainage Improvements (Project WF-3)*

#### Summary:

The project includes two stormwater improvement projects—Buena Vista Drive and East Pacific Drive. The projects and recommended improvements were outlined in the Stormwater Master Plan (Olsson Associates, 2012), identified as projects WF-2 and WF-3. The project limits and design of the final plans, specifications and right-of-way documents will conform to the improvements described within the Master Plan. The delivery method for this project will involve early selection of the contractor at approximately 35% to work with the Engineer through the remainder of the design process and construction.

#### PHASE 1 – DATA COLLECTION

##### TASK 1: DATA COLLECTION AND PROJECT KICK-OFF MEETING

1. Olsson will utilize all available survey and GIS mapping data from the Master Plan. The City will provide Olsson with any updated information such as as-built drawings, existing studies, aerial photos, and other information upon the notice to proceed and prior to the kick-off meeting.
2. Utility Coordination - Contact known utility companies in the area to gather information on their existing service facilities. Coordinate with known utilities to assess potential conflicts. Identify utility corridors and available relocation locations.
3. Project Kickoff Meeting - Olsson will meet with the City to discuss project goals, objectives, criteria, schedule and deliverables.

##### TASK 2: TOPOGRAPHIC SURVEY

1. Coordinate with utility locators and Missouri One-Call to identify the existing utilities within the project limits. Locate all field marks (paint and flags).
2. Coordinate Topographic Field Survey:
  - a. Establish Horizontal Control Points. Horizontal Project Datum would be referenced to Missouri State Plane Coordinate System NAD 1983 (HARN Adjustment), West Zone.
  - b. Establish Vertical Project Benchmarks. Vertical Project Datum would be referenced to North American Vertical Datum 1988 (NAVD88).
  - c. Conduct topographic survey. A full topographic survey and CAD basemap will be completed along the project improvement corridors. Property corners will be established and the existing plat and platted easements will be drawn up and included with the basemap.
  - d. Prepare existing Ownership and Right-of-way base map by utilizing Title Reports (provided by client), recorded plats acquired from the county courthouse, and processed field data.

**PHASE 2 – PRELIMINARY PLANS (35% DESIGN)**

**TASK 1: PRELIMINARY DESIGN AND PLAN PREPARATION**

1. Prepare preliminary plans for the project. Plan submittal shall include:
  - i. Cover sheet
  - ii. General notes
  - iii. Roadway, swale, berm typical sections
  - iv. Storm sewer plan and profiles
  - v. Berms or swale plan and profile
  - vi. City standard details
2. Prepare an estimate of quantities using the City's standard bid items and specifications
3. Submit Preliminary Plans to City Staff for review.

**PHASE 3 – CONTRACTOR SELECTION**

**TASK 1: PRELIMINARY PLAN REVISIONS**

1. Comments identified during the City review will be addressed and a bid plan set (35% design complete) will be prepared for the City's use in selecting a contractor for the project.

**TASK 2: BID PACKAGE AND CONTRACTOR SELECTION**

1. Assistance will be provided in preparing the bid invitation, bid documents, and plans for distribution. Questions or clarifications from the contractors will be responded to and assistance with the selection will be provided.
2. Contractor bids, qualifications, and references will be reviewed and recommendation will be made to the City for Contractor selection.
3. The City will be responsible for advertising/notifying contractors of the project and for arranging a bid opening for the project.

**PHASE 4 – FIELD CHECK (75%) and FINAL DESIGN PLANS**

**TASK 1: FIELD CHECK PLANS FOR CONTRACTOR GUARANTEED MAXIMUM PRICE (GMP)**

1. Work closely with contractor on final design of the project for construction. Develop value engineering solutions to facilitate ease in construction and lowest possible costs.
2. Prepare field check plans for the Guaranteed Maximum Price (GMP) from the contractor. Plan submittal shall include:
  - i. Cover sheet.
  - ii. General notes
  - iii. Drainage map and storm sewer calculations
  - iv. Survey reference and easement layout

- v. Roadway, swale, berm typical sections
  - vi. Storm sewer plan and profiles
  - vii. Berms or swale plan, profile, and cross sections
  - viii. Headwall, apron, and wingwall details
  - ix. Culvert entrance/exit grading and erosion protection details
  - x. Traffic control
  - xi. Erosion and sediment control
  - xii. City standard details
  - xiii. Special details
4. Utility coordination. Plan sets will be distributed to utility companies with facilities in the area and coordination meeting will be held with the contractor and City staff. Once conflicts have been identified, relocation of the utilities will be the responsibility of the contractor selected for the project.
  5. Prepare an estimate of quantities using the City's standard bid items and specifications.
  6. Meet with City staff and perform a field check of the site to compare plans with the actual field conditions. Revise the plans per the plan review and comments from the field check.
  7. The City will schedule and the consultant will facilitate one public meeting for the project. The consultant will prepare exhibits, including plans showing easement takings for the public meeting.
  8. Permit Applications. Prepare the necessary permit applications for the project including:
    1. US Army Corps of Engineers (Nationwide permit only), for new pipe and culvert entrances and outfalls to the open channel.
    2. Missouri Department of Natural Resources NPDES land disturbance permit

#### TASK 2: PREPARATIONS OF SURVEY DESCRIPTIONS AND PARCEL EXHIBITS

1. Prepare Survey descriptions for the proposed Permanent and Temporary Construction Easements necessary to construct the project. It is estimated that there will be 18 survey descriptions necessary for acquisition process by others.
2. Preparation and review of the survey exhibit maps outlining the Permanent and Temporary Construction Easements necessary to construct the project. The survey exhibit maps will be prepared according to Design consultant Standards and created as a black and white plot. One (1) survey exhibit map will be prepared for each parcel along project limit corridor. The survey exhibit maps and survey descriptions will be utilized for acquisition process by others.

#### TASK 3: FINAL PLANS FOR CONSTRUCTION

1. Prepare final construction plans and special specifications for use by the contractor in construction. Plan sheets prepared in the Field Check shall be completed to final detail.



2. Coordinate with regulatory agencies and City to secure final permits before construction.

## **PHASE 500 – CONSTRUCTION & POST CONSTRUCTION**

### **TASK 501 CONSTRUCTION**

1. Provide technical assistance during construction. Technical assistance includes answering questions during construction, reviewing shop drawings and catalog cuts, and attending a pre-construction meeting. Attend up to six (6) monthly progress meetings.
2. Submit "as-built" plans to the City. The contractor and project inspector will be responsible for maintaining a red-lined set of the as-built plans. These red-lines will be provided to the consultant and will be transferred electronically to the project drawings. One electronic copy of the as-built plans will be provided to the City. Olsson will survey new structures for elevations and provide that information to the City in plan form and GIS database files.

### **Assumptions:**

1. General
  - a. No federal funding is associated with this project.
  - b. All plan sets submitted are full-size (22"x34") and half-size (11"x17") black and white plans on bond.
  - c. Permit fees for city, state, and federal permits will be paid directly by City.
  - d. All available as-built drawings, existing studies, aerial photos, and other information will be delivered to Design consultant upon the notice to proceed and prior to the kick-off meeting.
2. Standards
  - a. The design will follow the City's Design and Construction Standards, the Kansas City Metropolitan Chapter American Public Works Association Design Criteria as adopted and amended. The project goal is to provide flood protection of homes and public roads in the 1% chance flood event as described in the adopted Criteria; however, if achieving this goal is cost-prohibitive, the highest level of flood protection that can be achieved within the City's budget will be designed for construction.
  - b. No specific plan format or CAD workspace is required.
3. Surveys
  - a. City to provide electronic CAD / GIS files of contours from aerial surveys covering the proposed project areas.
  - b. City to provide Title Reports for use in easement document preparation. The Title Reports will be provided to Design consultant with all supportive documentation necessary to properly plot existing Right of Way and easements.
4. Environmental
  - a. The City will be responsible for all permit and mitigation fees, if required.

5. Design Consultant Project Management
  - a. Coordination with City staff will take place on a continual basis via phone conversations and emails.
  - b. Status/progress meetings will be held with City staff once per month throughout the project.

Not included in this scope, but can be added as an Additional Service:

1. Right-of-way negotiations and acquisition;
2. Geotechnical investigations and analysis
3. FEMA floodplain mapping or re-mapping (LOMRs or CLOMRs) or USACE Individual permits;
4. Sanitary sewer design or relocation plans;
5. Street lighting plans
6. Landscape or irrigation plans
7. Staking of proposed easements
8. Construction services including observation, testing, and surveying services

**Breakdown of Costs for Professional Engineering Services:  
Buena Vista and E. Pacific Stormwater Improvements  
Final Design**

TASK DESCRIPTIONS	Project	Assoc.	Design	Assoc.	Admin.	Senior	Surveyor	Survey	Total	Prof.	Expenses	TOTALS
Personnel Classification	Manager	Eng.	Tech.	Scient.	Asst.	Tech.	(RLS)	Crew	Hours	Fees		
Average Hourly Rate*	\$160	\$116	\$98	\$80	\$55	\$82	\$92	\$120				
<b>PHASE 1 - DATA COLLECTION</b>												
Data Collection and Project Kick-off	2	4	4						10	\$1,176	\$40	\$1,216
Topographic Survey and Basemap		2				36	10	72	120	\$12,744	\$200	\$12,944
	2	6	4	0	0	36	10	72	130	\$13,920	\$240	\$14,160
<b>PHASE 200 - PRELIMINARY PLANS</b>												
Preliminary Design and Plan Preparation	12	80	108						200	\$21,784		\$21,784
Bid Items and Estimate of Quantities	4	8							12	\$1,568		\$1,568
Preliminary Plan Submittal		2	6						8	\$920	\$100	\$920
	16	90	114	0	0	0	0	0	220	\$24,172	\$100	\$24,272
<b>PHASE 3 - CONTRACTOR SELECTION</b>												
Bid Set Preparation, Issuance	2	4	4						10	\$1,176	\$100	\$1,276
Assistance during bidding	4								4	\$640		\$640
Review of bids, provide recommendation	4								4	\$640		\$640
	10	4	4	0	0	0	0	0	18	\$2,456	\$100	\$2,556
<b>PHASE 4 - FIELD CHECK, GMP, FINAL PLANS</b>												
Final Design, V/E w/ Contractor	8	40							48	\$5,920		\$5,920
Prepare Field Check Plans		10	96						106	\$10,568		\$10,568
Utility Coordination		8							8	\$928		\$928
Estimate of Quantities		2	4						6	\$624		\$624
Field Check of Project Sites	4	4							8	\$1,104	\$40	\$1,144
Public Involvement Meeting	2	4	6						12	\$1,372	\$200	\$1,572
USACE 404 NWP Permit Application	2	8	4	12					26	\$2,600		\$2,600
SWPPP and DNR LD Permit	1	12		2					15	\$1,712	\$100	\$1,812
Assist. Negotiation for GMP	4								4	\$640	\$100	\$740
Prepare and Submit Easement Documents (18)	2				4	24	18		48	\$4,164	\$100	\$4,264
Prepare Final Plans for Construction	2	10	40						52	\$5,400	\$200	\$5,600
	17	58	150	14	4	24	18	0	333	\$36,032	\$740	\$36,772
<b>PHASE 5 - CONSTRUCTION AND POST CONST.</b>												
Construction Assistance	8	16							24	\$3,136	\$100	\$3,236
As-built Plans		2	8							\$1,016	\$50	\$1,066
	8	18	8	0	0	0	0	0	24	\$4,152	\$150	\$4,302
<b>SUB-TOTAL</b>	<b>53</b>	<b>176</b>	<b>280</b>	<b>14</b>	<b>4</b>	<b>60</b>	<b>28</b>	<b>72</b>	<b>725</b>	<b>\$79,732</b>	<b>\$1,330</b>	<b>\$81,062</b>

\* Rates are average for Personnel Class. Actual rates may vary slightly based on salary costs of staff assigned

Improvement Project WF-2

Project Drainage Basin Map



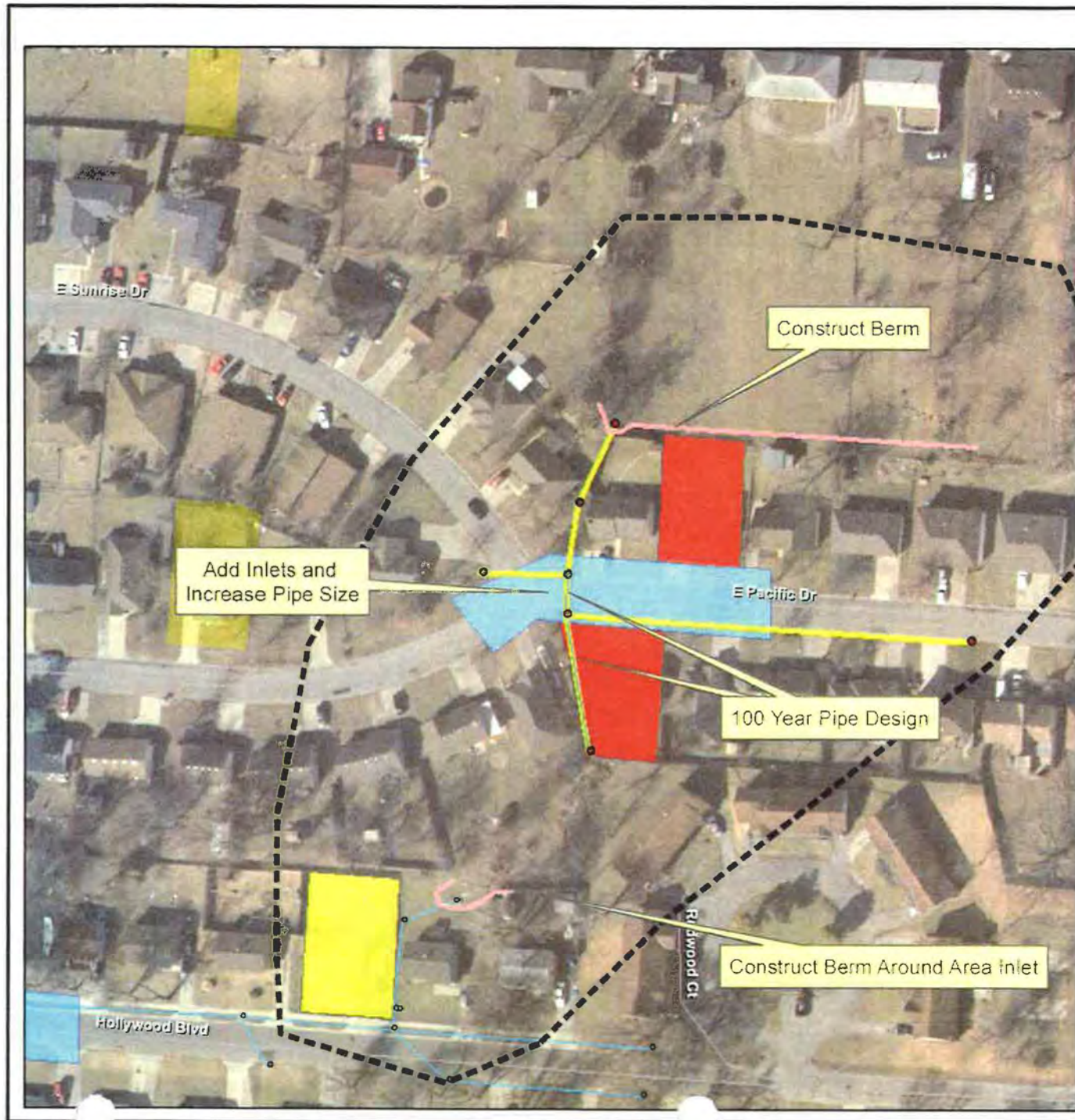
Legend

- Existing Storm Structure
  - Existing Storm Pipe
  - Proposed Structure
  - Proposed Berm
  - ⬜ Project Boundary
  - Proposed Sewer Upgrade
  - ▨ Street Rehabilitation
  - ▨ Street Flooding
- Complaints**
- ▨ Localized Improvements
  - ▨ Major System Improvements
- Stream Assessment**
- ▨ High
  - ▨ Med
  - ▨ Low
  - Belton Roads



1 inch = 200 feet





Improvement Project WF-3

Project Drainage Basin Map



**Legend**

- Existing Storm Structure
  - Existing Storm Pipe
  - Proposed Structure
  - Proposed Berm
  - Project Boundary
  - Proposed Sewer Upgrade
  - /// Street Rehabilitation
  - Street Flooding
- Complaints**
- Localized Improvements
  - Major System Improvements
- Stream Assessment**
- High
  - Med
  - Low
  - Belton Roads

