



**CITY OF BELTON
CITY COUNCIL
WORK SESSION
TUESDAY, AUGUST 18, 2015 – 7:00 p.m.
CITY HALL ANNEX
520 MAIN STREET
AGENDA**

- I. CALL WORK SESSION TO ORDER
- II. ITEMS FOR REVIEW AND DISCUSSION

- A. REVIEW OF PROPOSED PERSONNEL CODE AMENDMENT.

- Page5

- B. REVIEW OF SANITARY SEWER MAIN LINING OR REPLACEMENT FROM CAMBRIDGE TO CLEVELAND.

- Page 11

- C. REPORT ON THE RECYCLING TASK FORCE'S RECOMMENDATION REGARDING A CITIZEN SURVEY.

- The Recycling Task Force has been meeting to discuss the issues surrounding the City contracting out solid waste services for the residents of Belton. One recommendation that has been made is that the City conduct a citizen survey to help judge the citizens interest in contracting solid waste, and to focus any RFP toward the services desired by our residents. A survey can be tailored toward the specific questions regarding trash service and recycling. A focused survey for just trash and recycling will cost in the neighborhood of \$8,000. A similar type of survey could be used to cover citizen opinions on other citizen services. Attached are two examples of these citizen surveys with one being the focused survey, and the other being a survey that covers many different city services.

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- D. REVIEW OF REQUEST FOR STREET LIGHT ON LYNN STREET.

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- E. REVIEW OF 155TH STREET WIDENING PROJECT.

- Page 43

- F. OTHER BUSINESS

- III. ADJOURN

SECTION II
A

AN ORDINANCE AMENDING CHAPTER 2, ARTICLE II, DIVISION 4 – PERSONNEL CODE, OF THE CODE OF ORDINANCES FOR THE CITY OF BELTON, MISSOURI.

WHEREAS, the City Council of the City of Belton desires to amend and update Chapter 2, Article II, Division 4 – Personnel Code, 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. 2-304 Pay rates and promotion, demotion, transfer or reclassification, paragraph (1), shall be amended to read as follows:

- (1) *Reclassification or promotion.* When an employee is reclassified their salary shall be advanced to the step in the new salary range which would provide at least the equivalent to the next merit increase in the range from which he or she was reclassified; and if the next step increase in the range from which he or she is being reclassified is less than the minimum step in the new range, he or she will be advanced to the minimum step in the new range. When an employee is promoted, he/she shall be advanced to the step on the salary schedule that will result in at least a five percent (5%) increase in the employee’s pay. A promoted employee will establish a new anniversary date for pay purposes on the effective date of the promotion. In no event will any promotion increase place an employee above the top salary step in the new grade.

Section 1. That Sec. 2-313 Burial expenses, shall be amended to read as follows:

The City agrees to defray reasonable funeral and burial expenses of any employee of the City of Belton who dies in the line of duty through a contribution of \$10,000.00 to the family representative of the deceased is responsible for such expenses.

Section 2. That Sec. 2-559 Sick Leave, paragraph (a), shall be amended to read as follows:

General. Each regular, full-time employee (other than emergency medical services/fire personnel who work the 24-hour shift system) shall be allowed 96 hours sick leave per year. Emergency medical services/fire personnel shall be allowed 130 hours sick leave per year. All requests for sick leave shall require approval or coordination with the employee’s immediate supervisor. Any illness of two days or more may require a certificate from a reputable physician as evidence of illness before compensation is

paid. Sick leave may accrue if not used during the year; however, the maximum accrual is 1,296 hours for all employees other than emergency medical services/fire personnel (24-hour shift). The maximum accrual for emergency medical services/fire personnel (24-hour shift) is 1,854 hours. Sick leave may not be used to extend annual leave and is intended for use only in the event of illness.

Section 3. That Sec. 2-559 Sick Leave, paragraph (d), shall be amended to read as follows:

(d) Unused sick leave. For sick leave payout purposes, the maximum accrual is 1008 hours for regular full time employees and 1464 hours for emergency medical services/fire personnel (24-hour shift). Upon separation from municipal service, employees who have at least ten years of continuous service and less than twenty years of continuous service shall be paid twenty-five (25%) of their accrual balance but not to exceed 252 hours (1008 max accrual X 25%) for regular full time employees, and 366 hours (1464 max accrual X 25%) for emergency medical services/fire personnel (24-hour shift). Upon separation from the City, employees who have at least twenty (20) years of continuous full time service shall be paid fifty percent (50%) of their accrual balance but not to exceed 504 hours (1008 max accrual X 50%) for regular full time employees, and 732 hours (1464 max accrual X 50%) for emergency medical services/fire personnel (24-hour shift). Employees who qualify for and retire or receive a line-of-duty disability pension or who die while active employees shall be paid fifty percent (50%) of their accrual balance but not to exceed 504 hours (1008 max accrual X 50%) for regular full time employees, and 732 hours (1464 max accrual X 50%) for emergency medical services/fire personnel (24-hour shift).

Section 4. That Sec. 2-560 Annual Leave, shall be amended to read as follows:

The following shall be the amount of vacation earned and accumulated by regular full time employees of the City. Employees are allowed to carryover unused vacation time not to exceed the amounts reflected in the table below shown as “amount of hours allowed to accrue”.

YEARS OF SERVICE	AMOUNT OF HOURS EARNED PER YEAR	AMOUNT OF HOURS EARNED PER PAY PERIOD	AMOUNT OF HOURS ALLOWED TO ACCRUE
0 TO 5	80	3.08	120
6 TO 10	120	4.62	180
11	128	4.92	192
12	136	5.23	204
13	144	5.54	216
14	152	5.85	228
15	160	6.15	240
16	168	6.46	252

17	176	6.77	264
18	184	7.08	276
19	192	7.38	288
20+	200	7.69	300

The following shall be the amount of vacation accumulated by members of the Fire Department who are assigned to a 24-hour shift:

YEARS OF SERVICE	AMOUNT OF HOURS EARNED PER YEAR	AMOUNT OF HOURS EARNED PER PAY PERIOD	AMOUNT OF HOURS ALLOWED TO ACCRUE
0 TO 5	120	4.62	180
6 TO 10	192	7.38	288
11 TO 13	264	10.15	396
14 TO 16	288	11.08	432
17 TO 18	312	12.00	468
19+	336	12.92	504

An employee shall be considered eligible for vacation leave after ninety (90) days of regular, full-time employment. The employee will earn leave in the first ninety (90) days but cannot use it until they have ninety (90) days of full service with the city.

(1) *Termination of employment.* In the event an employee's service is terminated, an audit of his or her leave record will be made to determine his or her leave amount status. Upon separation from the city, employees with at least one year of service shall be paid one hundred percent (100%) of any unused Vacation Leave up to the maximum allowed hours described in the tables above in the column "amount of hours earned per year"

Any leave which has been used over and above that accrued will be deducted from the employees final check at the prescribed rate. After one full year of service, an employee will be paid on the next regular pay date of any unused vacation time.

Section 5. 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 6. That all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

Section 7. 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 28th of July, 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 _____, 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 II
B



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: 08/18/2015

DIVISION: Public Works/Water Services

COUNCIL: Regular Meeting Work Session Special Session

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

ISSUE/RECOMMENDATION:

The Cambridge to Cleveland 18” sanitary sewer main is in need of lining or replacement for 2,607 linear feet.

The question is whether the City should install a liner inside the present sanitary sewer main at a cost of approximately \$220,000 (lining and bank stabilization) or have it replaced and upsized to a 24-inch line at a cost of approximately \$600,000. A budget of \$250,000 was approved for this project. The lining option would correct the present issues and extend its useful life several decades, but the replacement option would provide for any future growth in the western area of the City of Belton. If the City chooses to replace, the funds budgeted this year will need to be held over and reallocated next year.

Future recommendations will include lining the downstream segments (18”, 27”, and 30”) to the 36” that was recently lined.

PROPOSED CITY COUNCIL MOTION:

N/A

BACKGROUND:

This section of sanitary sewer main receives wastewater from the West Belton and North Western areas. It is 2,607 linear feet long and is 18” Vitrified Clay Pipe (VCP). A camera inspection indicated a large amount of roots and cracked pipe throughout this line section. The roots contribute to our I & I problems that do increase chances of backups, pipe failure and added treatment cost. The line was cleaned of all roots and debris last year.

By having this section cleaned, roots cut out, and lined, this would stop the I & I issue. If the City expects growth in the western side of the City inside the next five years, a larger or relief sanitary sewer main would need to be installed.

IMPACT/ANALYSIS:

FINANCIAL IMPACT

Contractor:		NA
Amount of Request/Contract:	\$	NA
Amount Budgeted:	\$	NA
Funding Source:		NA
Additional Funds:	\$	NA

Funding Source:		NA
Encumbered:	\$	NA
Funds Remaining:	\$	NA

STAFF RECOMMENDATION, ACTION, AND DATE:

Two bids have been received for the lining of the sanitary sewer main.

- SAK = \$ 185, 540.25
- Insituform = \$ 222, 013.60

An Engineering bid for replacing and upsizing the present sanitary sewer main is \$ 600,000. This cost if for construction only doesn't include cost for purchasing easements or additional land needs.

LIST OF REFERENCE DOCUMENTS ATTACHED:

Illustration

SAK Bid

Insituform Technologies Bid

Belton, MO



- Legend**
- Sanitary Manhole
 - Lift Station
 - Pump Station
 - Sanitary Air Release
 - Sanitary Sewer
 - Private
 - Public
 - Street
 - Parcel
 - Subdivision
 - Building Footprint Basemap
 - Parcel Basemap
 - Boundary Basemap

Notes

0.2 0 0.09 0.2 Miles

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION



636.385.1000 *tel*
636.385.1100 *fax*
864 Hoff Road
O'Fallon, MO 63366
www.sakcon.com

August 13, 2015

City of Belton
520 Main Street
Belton, MO 64012

RE: Belton, MO - 18 Inch CIPP Cleveland to Cambridge

Mr. McCulloh:

SAK Construction, LLC is pleased to offer the following budget estimate on the above referenced project as per the Johnson County Term Contract Pricing:

Item	Description	Diameter	Quantity	Unit Price	Total Price
1	18" Cured-in-place Pipe (CIPP)	18	2607 LF	\$63.75	\$166,196.25
2	48" MH Rehab		124 VF	\$156.00	\$19,344.00
Total					\$185,540.25

INCLUSIONS

- Access (Dry and/or Frozen Ground – No Aggregate)
- MH Rehabilitation (ACE- Strong Seal)
- Bypass Pumping
- Pipeline cleaning, measuring of pipe and diameter, and televising.
- CIPP Installation, curing, and end cutting per ASTM F-1216 latest revision.
- CCTV Acceptance Inspection.
- Traffic Control (Cones Only).
- Price includes one mobilization.
- Performance and Payment Bonds
- Standard Warranty

EXCLUSIONS:

- Removal of protruding taps, hanging gaskets, deposits, etc.
- Service Lateral Reinstatement
- Wet Weather Access (Rip Rap, Rock Access Roads, etc.)
- Any special insurance required, i.e., railroad protective insurance.
- Heavy Traffic Control, Traffic Control Plans, Flaggers, and Arrow Boards.
- Point repairs.
- Permits.

NOTE:

The City will coordinate with the property owners for access during dry and/or frozen ground conditions in order to complete this project. The proposal does not include any rock access roads. If weather does not allow access as described here, the project will be delayed until ground is dry and/or frozen. Restoration is not included.

This proposal assumes that the pipe can be lined without excavation (point repairs excluded). In the event that after pre-cleaning/CCTV inspection an obstruction is found that will impede the lining, the necessary repair(s), cleaning/CCTV pre and post repair, and additional mobilization (if necessary) may be negotiated with the City.

PAYMENT TERMS:

- Net 30 days after receipt of an invoice
- Partial monthly payments will be requested
- Final Payment in full within 30 days of completion of SAK work

Thank for the opportunity to provide a budget estimate on this project. Please call if you have any questions. SAK will provide a firm quote once review of CCTV or physical inspection of pipe can take place.

Sincerely,
SAK Construction, LLC

Joseph A. Huffman
Business Development



Worldwide Pipeline
Rehabilitation

17220 Bel Ray Place
Belton, Missouri 64012

Tel: (816) 318-8477
Fax: (816) 318-8495
www.insituform.com

JULY 29, 2015

AAJA-OBHPWW

Chuck McCulloh
cmcculloh@belton.org
City of Belton MO
506 Main Street
Belton MO 64012
816-322-1885 w
816-672-9400 c

Project Name:
Belton MO 18" CIPP x 2,605' Cleveland to Cambridge – July 2015
Per Independence MO TERM

Insituform Technologies, herein proposes to furnish a Proposal for all labor, materials, equipment, and services necessary to reconstruct the referenced project per the current City of Independence, Missouri Price Agreement with Insituform Technologies USA, Inc. (Copy of Price Agreement under separate cover).

CIPP Pricing

Description	Diameter	Units	Approximate Quantity	Unit Price	Total
18-inch x 9mm sanitary sewer rehabilitated by CIPP method – excludes cipp lining of services [250' – 399']	18	LF	1,402 l.f.	\$ 57.96	\$ 81,259.92
18-inch x 9mm sanitary sewer rehabilitated by CIPP method – excludes cipp lining of services [400' – 599']	18	LF	1,203 l.f.	\$ 51.56	\$ 62,026.68
Manhole Rehab – Mobilization	1	LUMP Sum	1	\$ 3,200.00	\$ 3,200.00
Manhole Rehab – cementitious [4' dia']	-	V Ft	124	\$ 135.50	\$ 16,802.00
Clearing & Grubbing – lump sum	-	Lump Sum	1	\$ 18,975.00	\$ 18,975.00
Bypass pumping	-	LUMP Sum	1	\$ 39,750.00	\$ 39,750.00
				Total	\$ 222,013.60

Quantity adjustments may require adjusted pricing

Performance and Payment Bond EXCLUDED, ADD 1.5% if required.

Pricing is "Tax Exempt" [Tax Exempt Certificate Required], Prevailing Wages / Certified Payrolls Included.

The existence of the void(s) in and/or around the bottom of the existing pipe may indicate an unforeseen condition for both ITUSA and the OWNER. The OWNER shall bear the responsibility for unforeseen conditions / subsurface conditions of the existing roadway, pipe bedding, adjacent soil compaction, etc.

ITUSA shall not be contractually obligated to perform any investigation and / or repairs regarding the conditions beneath and / or around the existing culvert pipe. ITUSA's proposal to rehabilitate the pipe does not entail taking on the liability or cost of any unforeseen conditions that are pre-existing but unknown to all parties.

Due to the pre-existing condition of the host pipe, some wrinkling of the CIPP may occur. Based on the information provided by the OWNER, if wrinkling should occur, the wrinkles should not be considered to compromise the structural integrity of the CIPP liner. ITUSA's proposal to the OWNER to rehabilitate the CIPP does not entail ITUSA taking on the liability or cost to repair the unforeseen condition of the void beneath/around the culvert.

ITUSA's agreement to rehabilitate the pipe does not entail taking on the liability or cost of any unforeseen conditions that are preexisting but unknown to all parties.

LOCATIONS –

MH A	MH B	Depth A	Depth B	Street	Diam. Inches	Length Feet		
7F-MH010	8F-MH074	11	9	CLEVELAND/CAMBRIDGE EASM	18.0	87		
8F-MH074	8F-MH093	9	10	CLEVELAND/CAMBRIDGE EASM	18.0	118		
8F-MH093	8F-MH075	10	11	CLEVELAND/CAMBRIDGE EASM	18.0	67		
8F-MH075	8F-MH076	11	11	CLEVELAND/CAMBRIDGE EASM	18.0	97		
8FMH076	8F-MH077	11	12	CLEVELAND/CAMBRIDGE EASM	18.0	369		
8F-MH077	8F-MH078	12	11	CLEVELAND/CAMBRIDGE EASM	18.0	322		
8F-MH078	8F-MH087	11	11	CLEVELAND/CAMBRIDGE EASM	18.0	79		
8F-MH087	8F-MH088	11	9	CLEVELAND/CAMBRIDGE EASM	18.0	400		
8F-MH088	8F-MH079	9	9	CLEVELAND/CAMBRIDGE EASM	18.0	383		
8F-MH079	8F-MH080	9	9	CLEVELAND/CAMBRIDGE EASM	18.0	402		
8F-MH080	8G-MH007	9	11	CLEVELAND/CAMBRIDGE EASM	18.0	281	2,605	18" CIPP

INCLUDED:

- ✓ Prevailing Wages.
- ✓ Pipeline cleaning prior to installation.
- ✓ Bypass pumping of existing mainline flows during our work.
- ✓ Installation of Insituform® complete per ASTM F1216.
- ✓ CD media of internal inspection pre and post Insituform®.
- ✓ Traffic control – local signage

EXTRA:

- Special Insurance such as OCP, Builders Risk, Railroad, Non-Contributory, etc.
- Weekend/Holiday Work, if required by others.
- Point Repairs (if required) at obstructions that cannot be removed with conventional sewer cleaning equipment.

- **Performance and Payment Bond not included. This is available upon request, if required please add 1.5% to the total project cost.**

Others to provide dump site, haul permits, and associated items for sewer debris disposal. Any toxic waste handling is to be done by others.

General Conditions:

1. Laterals that can be positively identified (with the camera) as plugged will not be reinstated. All other laterals will be opened unless otherwise directed in writing by the owner.
2. To the extent permitted by law and in accordance with the terms of this contract, Contractor shall indemnify and hold harmless the Owner, Architect/Engineer, and agents and employees of any of them from and against claims, damages, losses, and expenses including but not limited to attorneys' fees, arising out of or resulting from the work performed by Contractor, save and except any economic losses not related to bodily injury, sickness, disease or death, provided that such claim, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property excluding economic loss or use thereof (other than the work itself), but only to the extent caused in whole or in part by negligent acts or omissions of Contractor, anyone directly or indirectly employed by it or anyone for whose acts Contractor may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

In claims against any person or entity indemnified under this paragraph by an employee of Contractor, anyone directly or indirectly employed by it or anyone for whose acts Contractor may be liable, the indemnification obligation under this paragraph shall be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or its subcontractors under workers' compensation acts, disability benefit acts or other employee benefit acts.

The obligations of Contractor under this paragraph shall not extend to the liability of the Owner, Architect/Engineer, Architect/Engineer's consultants, and agents and employees of any of them arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the Owner, Architect/Engineer, Architect/Engineer's consultants, and agents and employees of any of them.

3. **MUTUAL RELEASE OF CONSEQUENTIAL DAMAGES.** Neither party shall be liable to the other for consequential damages relating to or arising out of the Contract.
4. Any restrictions in our normal weekday work hours required by local, state, and/or federal authorities (due to noise restrictions or other reasons not known at the time of this proposal) will be an extra charge.
5. All labor, equipment, material, supervision, and mobilization necessary to complete the Insituform® process per the above conditions, and Insituform® specifications, are included.
6. **PAYMENT TERMS:** Payment is due in full, without exception or retention, within 35 days of date of invoice.
7. If materials are not in stock and need to be ordered, we cannot order the custom Insitutube until we have accurate measurements of diameter and length. After receipt of a purchase order we will take measurements and order material. Materials may take in excess of 2 weeks to arrive at our shop. Upon receipt of the materials we will schedule installation.
8. If diameter and length warrant, we will need to work round the clock in two shifts to complete the installation.
9. This proposal supersedes and nullifies all previous estimates and proposals under the same number, and is good for 60 days.

Submitted by:

Insituform Technologies USA, LLC

Brian T. McCrary P.E. - Business Development Manager

Accepted

Signed: _____
Printed Name/Title: _____
Date: _____
Tax Exemption Number: _____

This accepted proposal constitutes a formal agreement. If you initiate a purchase order or other document, it will not be acknowledged without this proposal as an attachment.

Accepted By: **INSITUFORM TECHNOLOGIES USA, LLC**
By: _____
Date: _____

SECTION II

C



City of Lawrence

2008 Recycling Survey

Please take a few minutes to complete this survey. Your input will be used to help City leaders better understand the recycling needs of the community. If you have questions, please call Tammy Bennett, Assistant Public Works Director, (785) 832-3133, or e-mail at tbennett@ci.lawrence.ks.us

1. Do you currently recycle? (check ONE)

- (1) Yes – answer 1a & 1b
- (2) No - go to question 1c

1a. [If YES to #1] How do you recycle? (check all that apply)

- (1) I take recyclables to a "drop off" location
- (2) I use a private curbside recycling service
- (3) Other: explain _____

1b. [If YES to #1] What do you recycle? (check all that apply)

- (1) aluminum cans
- (2) plastics
- (3) newspapers
- (4) paper and/or cardboard
- (5) glass products
- (6) Other: explain _____

1c. [If NO to #1] Are the reasons that you DO NOT currently recycle a matter of... (check all that apply)

- (1) convenience
- (2) space
- (3) time
- (4) interest level
- (5) previous experience with a curbside recycling service
- (6) lack of information on recycling opportunities
- (7) other: explain _____

2. How important do you think it is to have citywide curbside recycling service available in the City of Lawrence?

- (1) Very important
- (2) Somewhat important
- (3) Not sure
- (4) Not important

3. Please circle the number that corresponds with how likely you would be to pay for curbside recycling service if it were offered by the City of Lawrence for each of the price levels listed below.

How likely would you be to pay for curbside recycling service if it were offered by the City of Lawrence for:	Very Likely	Likely	Somewhat Likely	Not Likely	Not Likely At All	Don't Know
A. \$6 per month	5	4	3	2	1	9
B. \$9 per month	5	4	3	2	1	9
C. \$12 per month	5	4	3	2	1	9
D. \$15 per month	5	4	3	2	1	9

City of Mission

DirectionFinder® Survey

General City

1. Several items that may influence your perception of the City of Mission are listed below. Please rate each item on a scale of 1 to 5, where 5 means “Excellent” and 1 means “Poor”.

<i>How would you rate The City of Mission:</i>		<i>Excellent</i>	<i>Good</i>	<i>Neutral</i>	<i>Below Average</i>	<i>Poor</i>	<i>No Opinion</i>
A.	Overall quality of services provided	5	4	3	2	1	9
B.	Overall value that you receive for your City tax dollars and fees	5	4	3	2	1	9
C.	Overall quality of life in the City	5	4	3	2	1	9
D.	How well the City is communicating about programs and services	5	4	3	2	1	9
E.	How well the City is planning for redevelopment activities	5	4	3	2	1	9
F.	Overall feeling of safety in the City	5	4	3	2	1	9
G.	Overall condition of housing in your neighborhood	5	4	3	2	1	9
H.	Overall architectural quality of businesses in the City.	5	4	3	2	1	9

2. Please rate your overall satisfaction with major categories of services provided by the City of Mission on a scale of 1 to 5, where 5 means “Very Satisfied” and 1 means “Very Dissatisfied”.

<i>City Services</i>		<i>Very Satisfied</i>	<i>Satisfied</i>	<i>Neutral</i>	<i>Dissatisfied</i>	<i>Very Dissatisfied</i>	<i>No Opinion</i>
A.	Quality of police services	5	4	3	2	1	9
B.	Quality of parks and recreation programs	5	4	3	2	1	9
C.	Quality of parks and recreation facilities	5	4	3	2	1	9
D.	Maintenance of City streets	5	4	3	2	1	9
E.	Maintenance of City buildings/facilities	5	4	3	2	1	9
F.	Enforcement of City codes and ordinances	5	4	3	2	1	9
G.	Quality of customer service you receive from city employees	5	4	3	2	1	9
H.	Effectiveness of City communication	5	4	3	2	1	9
I.	Quality of the City's stormwater runoff/stormwater management system	5	4	3	2	1	9
J.	Flow of traffic and congestion management	5	4	3	2	1	9
K.	Quality of City's planning efforts to promote redevelopment	5	4	3	2	1	9
L.	Quality and livability of City's neighborhoods	5	4	3	2	1	9

3. Which **THREE** of these items do you think should receive the **MOST EMPHASIS** from city leaders over the next **TWO Years**? [Write in the letters below using the letters from the list in Question 2 above.]

1st

2nd

3rd

4. Please rate Mission on a scale of 1 to 5, where 5 means "Excellent" and 1 means "Poor", with regard to each of the following:

<i>How would you rate The City of Mission:</i>		<i>Excellent</i>	<i>Good</i>	<i>Neutral</i>	<i>Below Average</i>	<i>Poor</i>	<i>No Opinion</i>
A.	As a place to live	5	4	3	2	1	9
B.	As a place to rear children	5	4	3	2	1	9
C.	As a place to work	5	4	3	2	1	9
D.	As a place where you would buy your next home	5	4	3	2	1	9
E.	As a place to retire	5	4	3	2	1	9
F.	As a place to do business	5	4	3	2	1	9

Public Safety

5. Please rate your satisfaction on a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied", with the following PUBLIC SAFETY services provided by the City of Mission:

<i>Public Safety</i>		<i>Very Satisfied</i>	<i>Satisfied</i>	<i>Neutral</i>	<i>Dissatisfied</i>	<i>Very Dissatisfied</i>	<i>No Opinion</i>
A.	Overall quality of local police protection	5	4	3	2	1	9
B.	The visibility of police in neighborhoods	5	4	3	2	1	9
C.	The City's efforts to prevent crime	5	4	3	2	1	9
D.	Enforcement of local traffic laws	5	4	3	2	1	9
E.	How quickly police officers respond to emergencies	5	4	3	2	1	9

6. Which THREE of the public safety items listed above do you think should receive the MOST EMPHASIS from City leaders over the next TWO Years? [Write in the letters below using the letters from Question 5 above.]

1st

2nd

3rd

7. On a scale of 1 to 5, where 5 means "Very Safe" and 1 means "Very Unsafe", please rate how safe you feel in the following situations:

<i>How safe do you feel:</i>		<i>Very safe</i>	<i>Safe</i>	<i>Neutral</i>	<i>Unsafe</i>	<i>Very unsafe</i>	<i>Don't Know</i>
(A)	In your neighborhood during the day	5	4	3	2	1	9
(B)	In your neighborhood at night	5	4	3	2	1	9
(C)	In City parks	5	4	3	2	1	9
(D)	In commercial/shopping areas in Mission	5	4	3	2	1	9
(E)	Overall feeling of safety in Mission	5	4	3	2	1	9

Parks and Recreation

8. As properties within the City of Mission redevelop, how strongly do you feel that green space should be maintained or expanded, even if doing so may reduce the amount of land available for retail uses and parking spaces?

- | | |
|------------------------|---------------------------|
| ___ (5) Strongly agree | ___ (2) Disagree |
| ___ (4) Agree | ___ (1) Strongly Disagree |
| ___ (3) Neutral | ___ (9) No opinion |

9. **Parks and Recreation.** Please rate your satisfaction on a scale of 1 to 5 where 5 means "Very satisfied" and 1 means "Very Dissatisfied" with PARKS AND RECREATION services.

<i>Parks and Recreation</i>		<i>Very Satisfied</i>	<i>Satisfied</i>	<i>Neutral</i>	<i>Dissatisfied</i>	<i>Very Dissatisfied</i>	<i>No Opinion</i>
A.	Maintenance of City parks	5	4	3	2	1	9
B.	Number of City parks	5	4	3	2	1	9
C.	How close neighborhood parks are to your home	5	4	3	2	1	9
D.	Number of walking and biking trails (within City parks)	5	4	3	2	1	9
E.	Number of walking and biking trails (throughout City of Mission)	5	4	3	2	1	9
F.	Overall appearance of parks and green spaces	5	4	3	2	1	9
G.	Quality of the Community Center	5	4	3	2	1	9
H.	Quality of the outdoor Aquatics facilities	5	4	3	2	1	9

10. Which **THREE** of the parks and recreation items listed above do you think should receive the **MOST EMPHASIS** from City leaders over the next **TWO** Years? [Write in the letters below using the letters from Question 9 above.]

_____ 1st
_____ 2nd
_____ 3rd

11. **Enforcement of City Codes and Ordinances.** Please rate your satisfaction on a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied", with the following:

<i>Codes and Ordinances</i>		<i>Very Satisfied</i>	<i>Satisfied</i>	<i>Neutral</i>	<i>Dissatisfied</i>	<i>Very Dissatisfied</i>	<i>No Opinion</i>
A.	Enforcing the clean up of litter and debris on private property	5	4	3	2	1	9
B.	Enforcing the mowing of grass and weeds on private property	5	4	3	2	1	9
C.	Enforcing the exterior maintenance of residential property	5	4	3	2	1	9
D.	Enforcing the exterior maintenance of commercial property	5	4	3	2	1	9
E.	Enforcing the maintenance of multi-family residential property	5	4	3	2	1	9
F.	Enforcing the City's sign code ordinances	5	4	3	2	1	9
G.	The City's efforts in helping support neighborhoods and property values	5	4	3	2	1	9

12. Please check the **THREE** items you believe would have the greatest impact on improving the quality of your neighborhood. [Check **THREE**.]

- | | |
|--|---|
| <p>____ (01) Increased private property maintenance</p> <p>____ (02) Stormwater improvements</p> <p>____ (03) More trails</p> <p>____ (04) Increased street/curb maintenance</p> <p>____ (05) More sidewalks</p> | <p>____ (06) Better maintained sidewalks</p> <p>____ (07) Addition of bike lanes</p> <p>____ (08) Closer proximity to parks/open space</p> <p>____ (09) Closer proximity to retail</p> <p>____ (10) Other _____</p> |
|--|---|

13. If the City were to focus on attracting new housing choices for the community, please select the THREE housing types you feel are most needed in Mission. [Check THREE.]

- (1) Entry-level single-family homes (6) Apartments and condominiums
 (2) Mid-range single-family homes (7) Senior Housing (independent living)
 (3) Large estate single-family homes (8) Senior Housing (assisted/skilled nursing/memory care)
 (4) Townhomes and row houses (9) Accessory apartments (granny-flats, in-law suites/garage
 (5) Patio homes (association maintained) apartments allowed accessory use to single-family dwellings)

14. **Public Works:** Please rate your satisfaction on a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied", with the following PUBLIC WORKS services provided by the City:

<i>City Maintenance</i>		<i>Very Satisfied</i>	<i>Satisfied</i>	<i>Neutral</i>	<i>Dissatisfied</i>	<i>Very Dissatisfied</i>	<i>No Opinion</i>
A.	Maintenance of City streets - neighborhoods	5	4	3	2	1	9
B.	Maintenance of City streets – major thoroughfares	5	4	3	2	1	9
C.	Maintenance of sidewalks	5	4	3	2	1	9
D.	Maintenance of street signs/traffic signals	5	4	3	2	1	9
E.	Snow removal on major City streets	5	4	3	2	1	9
F.	Snow removal on neighborhood streets	5	4	3	2	1	9
G.	Overall cleanliness of City streets and other public areas	5	4	3	2	1	9

15. Which THREE of these items do you think should receive the MOST EMPHASIS from City leaders over the next TWO Years? [Write in the letters below using the letters from the list in Question 14 above.]

 1st 2nd 3rd

16. **Transportation/Walkability:** Indicate your level of agreement, with the walkability/bike ability in Mission on a scale of 1 to 5, where 5 means "Strongly Agree" and 1 means "Strongly Disagree".

<i>Walkability/Bikeability</i>		<i>Strongly Agree</i>	<i>Agree</i>	<i>Neutral</i>	<i>Disagree</i>	<i>Strongly Disagree</i>	<i>No Opinion</i>
A.	Members of my household can safely walk or bike to parks in the City of Mission.	5	4	3	2	1	9
B.	Members of my household can safely walk or bike to retail/shopping areas in Mission.	5	4	3	2	1	9
C.	Members of my household can safely walk or bike to schools in Mission.	5	4	3	2	1	9
D.	Members of my household can safely walk or bike for leisure in Mission.	5	4	3	2	1	9

17. Indicate your level of agreement, on scale of 1 to 5, where 5 means "Strongly Agree" and 1 means "Strongly Disagree".

<i>Transportation Options</i>		<i>Strongly Agree</i>	<i>Agree</i>	<i>Neutral</i>	<i>Disagree</i>	<i>Strongly Disagree</i>	<i>No Opinion</i>
A.	Neighborhood streets should be upgraded to include sidewalks.	5	4	3	2	1	9
B.	The City should coordinate with area agencies to increase transit options.	5	4	3	2	1	9
C.	The City should make pedestrian friendly improvements a priority in all commercial development discussions.	5	4	3	2	1	9
D.	The City should make cars the priority in all transportation planning discussions.	5	4	3	2	1	9
E.	The City should expand the existing trail network to coordinate and connect to local/regional trails in adjacent communities.	5	4	3	2	1	9
F.	The City should make bike lanes a priority in all transportation planning discussions.	5	4	3	2	1	9

21. Please rate your satisfaction on a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied", with the following aspects of COMMUNICATION provided by the City of Mission:

<i>City Communication</i>		<i>Very Satisfied</i>	<i>Satisfied</i>	<i>Neutral</i>	<i>Dissatisfied</i>	<i>Very Dissatisfied</i>	<i>No Opinion</i>
A.	Availability of information about general services	5	4	3	2	1	9
B.	Availability of information about Parks and Recreation	5	4	3	2	1	9
C.	City efforts to keep you informed about local issues	5	4	3	2	1	9
D.	Level of public involvement in local decision making	5	4	3	2	1	9
E.	The quality of the City's web page	5	4	3	2	1	9
F.	The content of the Mission Magazine/City's newsletter	5	4	3	2	1	9
G.	Use of Facebook/Twitter/other social media	5	4	3	2	1	9

22. What source(s) do you use most frequently to get information about the City? (Check all that apply.)

- | | |
|--|---|
| <input type="checkbox"/> (01) Newspaper | <input type="checkbox"/> (06) Community Center (in building/facility) |
| <input type="checkbox"/> (02) Mission Magazine/City Newsletter | <input type="checkbox"/> (07) Community Center (printed materials) |
| <input type="checkbox"/> (03) Direct Mailings | <input type="checkbox"/> (08) Facebook/Twitter/other social media |
| <input type="checkbox"/> (04) Friends | <input type="checkbox"/> (09) Notify JoCo System |
| <input type="checkbox"/> (05) City Website | <input type="checkbox"/> (10) Other _____ |

23. Please rate your agreement with the following statements on a scale of 1 to 5, where 5 means "Strongly Agree" and 1 means "Strongly Disagree", with respect for your support for increased city investment in current and future unmet needs related to the following:

<i>I would support increased City investment in:</i>		<i>Strongly Agree</i>	<i>Agree</i>	<i>Neutral</i>	<i>Disagree</i>	<i>Strongly Disagree</i>	<i>No Opinion</i>
A.	Maintenance of residential (neighborhood streets)	5	4	3	2	1	9
B.	Maintenance of major thoroughfares	5	4	3	2	1	9
C.	Stormwater improvements in major channels	5	4	3	2	1	9
D.	Stormwater improvements in residential neighborhoods	5	4	3	2	1	9
E.	Maintenance and improvement of city buildings	5	4	3	2	1	9
F.	Maintenance and improvement of city parks	5	4	3	2	1	9
G.	Expansion of parks and recreation programs	5	4	3	2	1	9
H.	Public safety services	5	4	3	2	1	9
I.	More trails within parks	5	4	3	2	1	9
J.	Redevelopment of commercial areas	5	4	3	2	1	9
K.	More trails within the City	5	4	3	2	1	9
L.	More regional trail connections	5	4	3	2	1	9

24. Which THREE of these items would you MOST SUPPORT the City making increased investments in? [Write in the letters below using the letters from the list in Question 23 above.] Note: If you do not support an increased investment in any City programs or services at this time, please circle NONE.

1st 2nd 3rd NONE

25. Increased investments in City programs and services may require some increase in property taxes and fees. Knowing that, what is the MAXIMUM amount in additional property taxes you would be willing to invest to make the types of improvements to City programs or services that you indicated you would most support in Q#24? Note: The higher the level of investment, the more improvements the City can make.

- (1) \$16-\$20 per month
- (2) \$11-\$15 per month
- (3) \$6 - \$10 per month
- (4) \$1-\$5 per month
- (5) \$0 per month

DEMOGRAPHICS

26. Which of the following best describes your race/ethnicity? (Check all that apply.)

- (1) Asian/Pacific Islander
- (2) Black/African American
- (3) White
- (4) Hispanic
- (5) American Indian/Eskimo
- (6) Other: _____

27. What is your age?

- (1) under 25
- (2) 25 to 34
- (3) 35 to 44
- (4) 45 to 54
- (5) 55 to 64
- (6) 65+

28. Counting yourself, how many people in your household are:

- | | | | | | |
|-------------|--------------------------|------------|--------------------------|------------|--------------------------|
| Under age 5 | <input type="checkbox"/> | Ages 20-24 | <input type="checkbox"/> | Ages 55-64 | <input type="checkbox"/> |
| Ages 5-9 | <input type="checkbox"/> | Ages 25-34 | <input type="checkbox"/> | Ages 65-74 | <input type="checkbox"/> |
| Ages 10-14 | <input type="checkbox"/> | Ages 35-44 | <input type="checkbox"/> | Ages 75+ | <input type="checkbox"/> |
| Ages 15-19 | <input type="checkbox"/> | Ages 45-54 | <input type="checkbox"/> | | |

29. Approximately how many years have you lived in the City of Mission? _____ years

30. Do you own or rent your current residence? (1) Own (2) Rent [Please answer Q#30a.]

30a. What type of residence do you rent?

- (1) Single family
- (2) Multi-family

31. Would you say your total annual household income is:

- (1) Under \$25,000
- (2) \$25,000 to \$49,999
- (3) \$50,000 to \$74,999
- (4) \$75,000 to \$99,999
- (5) \$100,000 to \$149,000
- (6) \$150,000 or more

32. Your gender: (1) Male (2) Female

33. What is your current employment status?

- (1) Full-time employment
- (2) Part-time employment
- (3) Full-time student
- (4) Full-time homemaker
- (5) Unemployed
- (6) Retired

The City of Mission thanks you for your time!

Please return your completed survey in the enclosed postage paid envelope addressed to:
ETC Institute, 725 W. Frontier Circle, Olathe, KS 66061

Your responses will remain completely confidential. The information printed to the right will ONLY be used to help identify which areas of the City are having problems with city services. If your address is not correct, please provide the correct information. Thank you.

SECTION II

D



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: 08/18/15

DIVISION: Engineering

COUNCIL: Regular Meeting Work Session Special Session

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

ISSUE/RECOMMENDATION:

Staff has received a street lighting request signed by residents on Lynn Street. The request is for the addition of one streetlight to an existing Kansas City Power & Light (KCPL) pole. According to the applicant, it is dark in this area, there are a lot of people walking at night, two single women live in this area, and all neighbors would like more light on this structure.

Staff evaluated the five criteria listed on the petition cover page in order to objectively examine the need for the streetlight. It was determined that there are two streetlights in this area: at the intersection of Baldwin and Lynn (350-feet to the west) and at the corner of Lynn Street (154-feet to the east). Belton Police Department has found there to be one destruction of property report in the past five years. Public Works does not have pedestrian or vehicle traffic data for this neighborhood, but residential local streets in Belton typically have low volumes. The addition of a streetlight to an existing structure costs the City approximately \$20/month or \$240/year, and the Public Works Transportation Division’s Streetlight Budget is constrained.

Staff recommends that the City does not authorize the street lighting request for Lynn Street due to proximity of nearby streetlights and the lack of available transportation funds. Staff recommends that the resident work with KCP&L on trimming the tree around the existing streetlight located at the corner of 201 Lynn Street and possibly turning the streetlight to maximize the existing lighting in the area. As an alternative option, the citizen can contract with KCP&L and pay for the streetlight privately.

PROPOSED CITY COUNCIL MOTION:

To be determined

IMPACT/ANALYSIS:

The FY2016 streetlight budget is \$321,100 and the Transportation Division’s total expenditures in FY2016 are \$3,259,880. Streetlights therefore represent nearly 10% of the division’s budget, which is already at a level that presents challenges to maintaining City streets to a high standard.

STAFF RECOMMENDATION, ACTION, AND DATE:

At the August 18, 2015 City Council Work Session, staff recommends that the City does not authorize the street lighting request for Lynn Street.

LIST OF REFERENCE DOCUMENTS ATTACHED:

Memo



**CITY OF BELTON – PUBLIC WORKS DEPARTMENT
MEMORANDUM**

PUBLIC WORKS

Date: August 12, 2015
To: Jeff Fisher, Director of Public Works
From: Kate Glowacki, Assistant City Engineer
Department – Division: Public Works – Engineering
Subject: Lynn Street Streetlight Request

The City received a request for the installation of a new streetlight near 201 and 207 Lynn Street. Lynn Street is a 20-foot two-lane road with parking on the north side of the street, classified as a residential local and is used primarily for access to residential and abutting properties. The speed limit is 25 mph. The Engineering department reviewed the request based on the criteria outlined in the Streetlight Policy: location, crime, traffic and budget.

The requested location of the new streetlight is an existing Kansas City Power & Light (KCP&L) pole structure (#863418). There are currently two 150-watt streetlights, near the requested location; one is located 154 feet to the east and one is located 350 feet to the west.



Belton Police Department has found there to be one destruction of property report in the past five years in the area of the requested streetlight.

Public Works does not have pedestrian or vehicle traffic data for this neighborhood; although, the citizen's request stated there are a lot of people walking at night.

The addition of one streetlight is estimated to cost approximately \$240/year. The FY2016 streetlight budget is \$321,100 and the Transportation Division's total expenditures in FY2016 are \$3,259,880. Streetlights therefore represent nearly 10% of the division's budget, which is already at a level that presents challenges to maintaining City streets to a high standard.

Staff does not believe that the streetlight at this location is warranted due to the proximity of other streetlights as well as the division's budget. Staff recommends that the resident work with KCP&L on trimming the tree around the existing streetlight located at the corner of 201 Lynn Street and possibly turning the streetlight to maximize the existing structure.

As an alternative option, the citizen can contract with KCP&L and pay for the streetlight privately. The following data is provided by KCP&L and attached is an application for private area lighting service.

	Cost Per Month		
	Existing Wood Pole	New Wood Pole	Steel Pole
Open Bottom:			
70 watt	\$13.54	\$13.54	\$17.77
100 watt	\$13.73	\$14.15	\$18.38
150 watt	\$14.76	\$15.17	\$19.40
Enclosed Fixture:			
70 watt	\$13.54	\$13.54	\$17.77
100 watt	\$13.73	\$14.15	\$18.38
150 watt	\$14.76	\$15.17	\$19.40
250 watt	\$19.07	\$19.07	\$23.30
400 watt	\$23.29	\$23.29	\$27.30
Floodlights (Wood Poles Required):			
250 watt	\$35.58	\$37.36	N/A
400 watt	\$40.10	\$41.88	N/A
1000 watt	\$67.70	\$69.48	N/A
Adder Costs:			
Overhead, 1 wood pole and 1 span of wire: \$1.78			
Underground, wiring under parkway per foot: \$0.05			
Underground, wiring under concrete per foot: \$0.25			

Open Bottom



Enclosed Fixture



Floodlight





APPLICATION FOR PRIVATE AREA LIGHTING SERVICE

Customer Name		Account #		Phone #		Date of Prior Agreement				
Service Address		Service City, State, Zip				Service County				
Billing Address		Billing City, State, Zip				Work Request #				
**Service Area:		Service Type: <input type="checkbox"/> Residential <input type="checkbox"/> Commercial (Includes apts)				Action: <input type="checkbox"/> Install <input type="checkbox"/> Remove				
Equipment Description	Rate/MRU CODE	Unit Cost/Mo.*	Existing Units		Units to Be Installed		Units to Be Removed		Units Covered by Agreement	
			#	\$	#	\$	#	\$	#	\$
Sodium	Mercury Vapor 175W			\$0.00		\$0.00		\$0.00	0	\$0.00
	HPS 100W			\$0.00		\$0.00		\$0.00	0	\$0.00
Poles	30 Ft. Wood			\$0.00		\$0.00		\$0.00	0	\$0.00
	35 Ft. Wood			\$0.00		\$0.00		\$0.00	0	\$0.00
	30 Ft. Steel			\$0.00		\$0.00		\$0.00	0	\$0.00
	35 Ft. Steel			\$0.00		\$0.00		\$0.00	0	\$0.00
Additional Spans	Overhead			\$0.00		\$0.00		\$0.00	0	\$0.00
	Underground (max 300 ft. ea.)			\$0.00		\$0.00		\$0.00	0	\$0.00
Other	25,500 S.V.			\$0.00		\$0.00		\$0.00	0	\$0.00
	ADDER FOR ABOVE			\$0.00		\$0.00		\$0.00	0	\$0.00
				\$0.00		\$0.00		\$0.00	0	\$0.00
				\$0.00		\$0.00		\$0.00	0	\$0.00
Total Base Cost Per Month*			0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
Special Billing Instructions										

*Total base cost per month is approximate and is subject to various riders and adjustments specified in the applicable rate schedule and to any rate revision subsequently approved by the state regulatory commission. Final base cost shall be determined by the applicable rate schedule in effect at the time of billing.

**For the purposes of this Customer Agreement, "The Company" shall refer to the company as noted in the box above titled "Service Area."

CUSTOMER AGREEMENT

- I, the customer, hereby apply to The Company for the private, unmetered protective lighting service designated herein and agree to pay The Company for service received in accordance with The Company's applicable Rate Schedule and Rules and Regulations on file and in effect pursuant to state regulatory commission law during the period such service is furnished.
- I (if owner of premises) hereby grant to The Company the right to enter, locate, erect, install, operate, maintain, replace and remove the Company's facilities required for such service ("Entry and Exit Rights"). If I am not the owner, I will obtain from the owner written Entry and Exit Rights and provide it to The Company prior to installation of The Company's facilities. In addition, upon request from The Company I will sign any necessary documents needed to grant The Company an easement or easements with Entry and Exit Rights. If I am not the owner, I will obtain from the owner signed documents needed to grant to The Company an easement or easements with Entry and Exit Rights.
- After the initial term agreed to below, this agreement shall continue in effect from month to month unless terminated by mutual agreement of The Company and myself or by 60 days advance written notice by either party. The minimum initial term of agreement covering any previous existing facilities unchanged by a new contract shall continue as stated on the original contract. The minimum initial term of agreement with all new facilities and any altered facilities shall begin with the completed installation date of the new facilities.
- If I require underground service, I will be responsible for installing all underground ductwork to conform to The Company's specifications.
- No reduction in billing shall be allowed for any outage of less than ten working days after notification to The Company that a light is not operating.
- If I stop service during the initial term of the agreement, and a succeeding customer does not assume the same agreement for private lighting service at the same service address, I shall pay to The Company an amount equal to the monthly rate times the number of remaining months in the contract period.
- The service standards and other provisions relating to the service shall comply with applicable The Company's General Rules and Regulations.
- All equipment and facilities installed on the above premises will remain property of The Company.
- I hereby agree to indemnify, defend and save The Company harmless from all loss on account of injury, death or damage to persons or property on my real estate growing out of any intentional act, accident or mishap.

I have read and agree to the terms outlined above for a term of: one-year three-years five-years

Customer Signature	Date of Customer Agreement	Representing the Company	Date Complete



City of Belton
 City Hall Annex
 520 Main Street
 Belton, MO 64012
 816-331-4331
 816-331-6973 Fax
www.belton.org

PETITION FOR STREETLIGHTS

Dear Resident:

The City of Belton would like to thank you for your interest in requesting a new streetlight for your neighborhood. The City believes streetlights are very important to the safety and security of its citizens, and budgets \$300,000 annually for lights currently installed. The goal of this petition is to provide the necessary information from not only you the petitioner, but also the surrounding neighbors, so City staff and the Council can make an informed decision.

To request a streetlight, the interested person should complete the below information and obtain as many signatures from the supporting neighbors on the back of this form and return it to the City of Belton, Public Works Department, 520 Main Street, Belton, Missouri. 64012. **Please note that in order to install a light, Kansas City Power and Light may require easements from the property owner in order to install the power line from the backyard to the front. Therefore, it is very important that the property owner at the location of the requested streetlight support the installation of the light.** Additional signatures, in support of the streetlight are helpful, but not mandatory.

Please understand your request for additional streetlights may be approved or denied by the City Council based on the following criteria:

- 1) Proximity of other streetlight to location of requested light.
- 2) Crime in the area.
- 3) Amount of pedestrian traffic.
- 4) Amount of vehicle traffic.
- 5) Lighting budget (light requests may be held and considered for next budget year).

TO BE COMPLETED BY APPLICANT

Applicant's Name (s) Loretta Higgins

Applicant's Address 201 Lynn St Belton MO 64012

Applicant's Phone: (Home) 816-331-3341 (Work) 816-363-8228

Location (s) of Requested Streetlight: corner lot of 201 & 207 Lynn Street Pole # 863418

Reason (s) Light is requested dark in this area, lots of people walking at night, cars parked late at night, two single women live in this dark area

All neighbors would like more light on this pole in this area

Send petition to 520 Main Street, Belton, Missouri, 64012 - ATTENTION: Public Works. Final decisions on streetlights will be made by the Belton City Council.

Date Received by City 6/16/2015

Signature Kara Glowacki

PROPERTY OWNER'S SIGNATURE SUPPORTING PETITION

PRINT NAME	SIGN NAME	ADDRESS	PHONE
Loretta Higgins	Loretta Higgins	201 Lynn St Belton Mo	816 331-3341
Evelyn Tabor	Evelyn Tabor	208 Lynn St Belton Mo	816 331-1964
Mark Tabor	Mark Tabor	208 Lynn St Belton Mo	816 215-5585
RITA DEERE	Rita Deere	207 Lynn St, Belton, Mo	816-331-0099
JASON LOONEY	Jason Looney	209 Lynn Belton	645-5030

* Please note that in order to install a light, Kansas City Power and Light may require easements from the property owner in order to install the power line from the backyard to the front. Therefore, it is very important that the property owner at the location of the requested streetlight support the installation of the light.

Lynn St Streetlight Request



- Legend**
- KCPL Structures
 - ◆ KCPL Streetlight
 - ◆ KCPL Area Light
 - Signed petition
 - Requested location of streetlight

Notes

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION

SECTION II
E



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: 08/18/2015

DIVISION: Engineering

COUNCIL: Regular Meeting Work Session Special Session

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

ISSUE/RECOMMENDATION:

At the May 12, 2015 regular City Council meeting, the Missouri Highways and Transportation Commission STP-Urban Program Agreement (Funding Agreement) between the Cities of Belton and Grandview and Missouri Department of Transportation was approved for the 155th Street Widening Project. Since then, Wilson & Company has completed the Right-of-Way Plans, the Agreement has been executed, and the Cities have received authorization from MoDOT to begin Right-of-Way acquisition.

There are 21 properties in the City of Belton that will require property for the project, all of which will require temporary construction easements. Seven properties will require new right-of-way, and one property will require a drainage easement. Additionally, Grandview has 28 properties which will require temporary construction easements as well as new right-of-way.

Staff has solicited proposals for negotiation services and selected Orrick & Erskine, L.L.P. to complete the negotiator services for the project.

Federal funds allocated by the Agreement will cover 80% of construction and right-of-way costs. The Cities of Belton and Grandview will pay for the remaining 20%, each City paying 10%. Therefore, Belton can expect to pay \$4,875 of the total Negotiator Services Agreement amount (\$48,750).

PROPOSED CITY COUNCIL MOTION:

At the August 25, 2015 regular City Council meeting, approve both reads of an ordinance for the Negotiator Services Agreement with Orrick & Erskine, L.L.P. for the 155th Street Widening Project.

BACKGROUND:

The 155th Street Interchange and Corridor is a primary gateway for the City of Belton. There are multiple stakeholders that are committed to making significant improvement from Kensington (west end) to the Oil Creek Bridge. The west side of I-49 has funds committed from Adesa Auto Auction and KCMO at roughly \$2.5 million. The interchange will be funded by MoDOT. The east leg has been awarded federal funds of \$4,375,800 through the Surface Transportation Program (STP).

IMPACT/ANALYSIS:

FINANCIAL IMPACT

Contractor:		Orrick & Erskine, L.L.P.
Funding Source:		442-5412-495-7112
Amount of Request/Contract:	\$	48,750.00
Belton's Share (10% of total Contract):	\$	4,875.00
Amount Budgeted:	\$	459,020.00
Amount Committed:		
Current		109,954.05
Future Wilson & Company Contract		226,610.21
Valbridge Property Advisors		2,660.00
DM Millin & Associates	\$	1,000.00
<u>Orrick & Erskine, L.L.P.</u>	\$	<u>4,875.00</u>
Total Committed	\$	345,099.26
Funds Remaining:	\$	113,921.00

STAFF RECOMMENDATION, ACTION, AND DATE:

At the August 25, 2015 regular City Council meeting, approve both reads of an ordinance for the Negotiator Services Agreement with Orrick & Erskine, L.L.P. for the 155th Street Widening Project.

LIST OF REFERENCE DOCUMENTS ATTACHED:

Ordinance

Orrick & Erskine L.L.P. Negotiator Services Agreement

BILL NO. 2015-

ORDINANCE NO. 2015 -

AN ORDINANCE APPROVING THE NEGOTIATOR SERVICES AGREEMENT WITH ORRICK & ERSKINE, L.L.P. FOR 155TH STREET WIDENING PROJECT.

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

Section 1. That the Right of Way Review Appraisal Agreement in the amount of \$48,750 is hereby approved and the Mayor is authorized and directed to execute the agreement on behalf of the City.

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 25th day of August, 2015.

Mayor Jeff Davis

Approved this 25th day of August, 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 the first reading at a meeting of the City Council on the 25th day of August, 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 25th day of August, 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

CCO FORM: RW34
Approved: 06/00 (RMH)
Revised: 01/15 (AR)
Modified:

County: CASS COUNTY
Route: E 155TH STREET
Job No.: STP3322(409)

**CITY OF BELTON, MISSOURI
NEGOTIATOR SERVICES AGREEMENT**

THIS AGREEMENT, is entered into by and between the City of Belton, Missouri (herein, "City") and Orrick & Erskine, L.L.P., whose address is 10975 Grandview, #175, Overland Park, KS 66210 (herein, Agent), in a not to exceed amount of forty-eight thousand, seven-hundred and fifty and 00/100 Dollars (\$48,750).

WITNESSETH:

WHEREAS, the City proposes to acquire certain property rights or interest in certain parcels on the County, Route and Project identified above.

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

(1) GENERAL DUTIES: The Agent shall negotiate on behalf of the City to acquire the necessary real property interests of each parcel. The Agent shall exert his/her best efforts in accordance with good business practices and with the provisions set forth in Section 7 (Negotiation) of the Missouri Department of Transportation's Right-of-Way Procedures Manual. In addition, the Agent shall comply with the requirements of his/her submitted Proposal.

(2) NEGOTIATOR QUALIFICATIONS: Only those individuals currently listed on MoDOT's Roster of Approved Contract Negotiators shall negotiate on behalf of the City under this Agreement. This does not pertain to support personnel who do not act in the capacity of a negotiator.

(3) FEES: The Agent will be compensated for negotiation services in accordance with the provisions of this Agreement as set out in the attached Schedule A.

(4) ASSIGNED PARCELS: The Agent shall negotiate for the parcels of right of way and/or easements set out in the attached Appendix A. The agent shall also relocate any owners/tenants displaced by the project as set out in Appendix B.

(5) NEGOTIATION PERIOD: The Agent shall complete negotiations on or before ninety (90) days from the date of the written Notice to Proceed.

(6) DELIVERABLES: The Agent shall deliver signed documents to the City for the parcels of right of way and/or easements set out in the attached Schedule A.

(7) NOTICE TO PROCEED:

(A) Documents provided by the City: The Agent shall commence negotiations upon receipt of a written notice to proceed. Each notice to proceed will specify those parcels to be negotiated and will include the following items:

Complete Right of Way Plans
Approved Appraisal
Review of Appraisals and Approval of Just Compensation (Form 6-6.6)
Basis for Just Compensation
Title Commitment

(B) Documents provided by the Agent: The Agent shall provide the following items:

Purchase Offer
Purchase Agreement
Easement and Right of Way Documents
Warranty Deed
60-Day Condemnation Letter (if necessary)
Relocation Documents

(8) REVIEW OF PLANS AND DOCUMENTS: Prior to commencing negotiations the Agent shall review the project plans and all information furnished by the City.

(9) NEGOTIATOR'S REPORT AND CONTACT LOG: A Negotiator's Report, Form 7-2.13, shall be completed with attachments and signed by the negotiator upon termination of or completion of negotiations for each parcel. A log of all contacts with the owner or representative shall be completed and attached to the Negotiator's Report. The information for each contact should include the date and place of each contact, parties contacted, offers made, counteroffers, issues raised by the owner, reasons settlement could not be reached, and any other pertinent data. Each contact entry shall include the name or initials of the person who prepared the entry.

When negotiations are unsuccessful, and the negotiator considers further attempts to negotiate to be futile, recommendations for action should be recorded.

The Agent will submit his/her reports and contact logs for each parcel to the authorized representative of the City.

(10) INVOICES: An invoice may be submitted for one-third (1/3) of the total fees after initial personal contacts with all the owners or representatives of all the parcels listed in the attached list of parcels and fees. An invoice shall also be submitted to the City for the balance of the fees upon delivery of the required documents or recommendations.

(11) EXTENSION PROVISIONS: If unable to complete negotiations within the

time specified, the Agent shall submit a Contact Log stating the status of the unacquired parcels, any special conditions, recommendations for further action, and request additional time needed for completion. The City may extend the negotiation period with a written notice to continue. If the City chooses not to extend the Agreement, the Agent shall deliver all completed work product, and an invoice for the partially completed services. All work completed or partially completed shall be the property of the City, and will be paid for in proportion to its value to the City as determined by the City.

(12) TERMINATION OF AGREEMENT: If the Agent fails to comply with the terms of this Agreement, or the progress or quality of the work is unsatisfactory, the City reserves the right to cancel this Agreement. Termination will be effective on the date specified by written notice. All work completed or partially completed prior to notice of termination of this Agreement shall be the property of the City, and will be paid for in proportion to its value to the City as determined by the City.

(13) PROJECT DELAY OR CANCELLATION: If the project covered by this Agreement is delayed or cancelled by the City, the City reserves the right to terminate this Agreement. If the Agreement is terminated under this provision, or for reasons beyond the control of the Agent, all work completed or partially completed prior to notice of termination of this Agreement shall be the property of the City, and will be paid for in proportion to its value to the City as determined by the City.

(14) ADDITION OR DELETION OF PARCELS: Addition of parcels to this agreement must be by execution of Supplemental Negotiation Services Agreement. If it becomes necessary to delete or terminate any or all of the parcels in this agreement, all work completed or partially completed prior to notice of termination shall be the property of the City, and will be paid for in proportion to its value to the City as determined by the City.

(15) COURT APPEARANCES: Agent shall be available for consultation and court appearances as requested by City's Regional Counsel. Agent shall be compensated \$175 per hour for Partner/Senior Litigation Counsel and \$150 per hour for Associate Attorneys.

(16) SUCCESSFUL COMPLETION: Upon successful completion of negotiations, the Agent shall deliver to the City or City's Escrow Agent the following items as appropriate:

- Executed Escrow Agreement or Purchase Agreement
- Executed Conveyance Documents
- Other Documents as required by Title Company
- Completed Negotiator's Report (Form 7-2.13) and Contact Log

(17) CONFIDENTIALITY: The details of all negotiations content, terms of this Agreement, Agent's opinions of value, offers and settlements, appraisal reports and information furnished to the Agent by the City, except those items indicated in the NOTICE TO PROCEED paragraph, shall be kept confidential by the Agent. Further, the

Agent shall not disclose to third parties confidential factual matter provided by the City except as may be required by statute, ordinance, or order of court, or as authorized by the City. The Agent shall notify the City immediately of any request for such information. None of the restrictions in this section shall apply to pertinent project and parcel information requested by representatives of the City or the Federal Highway Administration. None of the restrictions in this section shall apply to testimony that the Agent is required to give under oath in a judicial proceeding.

(18) STATUS AS INDEPENDENT CONTRACTOR: The parties agree that Contractor, as an independent contractor, is responsible for obtaining and maintaining adequate insurance coverage, at no cost to City, for workers' compensation, general liability, automobile liability, professional liability, or any other insurance required by law or deemed necessary by Contractor.

(19) CONFLICT OF INTEREST: If at any time in the course of negotiations, the Agent becomes aware of a possible conflict of interest, or is so advised by the City, the Agent shall immediately cease all activity in connection with the pertinent parcel and promptly provide the City with a written summary of all relevant facts. The City will take appropriate action, including but not limited to, the deletion of any parcels from this Agreement.

(20) WORK PRODUCT: All documents and other material prepared by the Agent or provided to the agent under this agreement, shall be delivered to and become the property of the City upon termination or completion of this agreement. The Agent may retain copies for his/her files.

(21) RETENTION OF BUSINESS RECORDS: The Agent must maintain all business records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at all reasonable times at no charge to the City and/or its designees or representatives during the period of this Agreement and any extension thereof, and for three (3) years from the date of final payment made under this Agreement.

(22) CITY REPRESENTATIVE: The City's Public Works Director is designated as the City's representative for the purpose of administering the provisions of this Agreement. The City's Public Works Director may designate other persons having the authority to act on behalf of the City in performance of this Agreement.

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

(24) 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 Cass County, Missouri.

(25) NONSOLICITATION: The Agent warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Agent, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, City, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability, or in its discretion, to deduct from this Agreement price or consideration, or otherwise recover, the full amount of such fee, City, percentage, brokerage fee, gift, or contingent fee.

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

(27) DISPUTES: In the event of any dispute concerning a question of fact in connection with the work, the City's representative shall make a determination of such fact and the City's decision shall be final.

(28) INDEMNIFICATION: The Agent shall defend, indemnify and hold harmless the City, including its members and 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 Agent's performance of its obligations under this Agreement.

(29) NONDISCRIMINATION ASSURANCE: During the performance of this contract, Agent agrees to observe and comply with the following conditions insofar as they apply to this Agreement:

(A) Civil Rights Statutes: The Agent 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. In addition, if the Agent is providing services or operating programs on behalf of the Department or the City, it shall comply with all applicable provisions of Title II of the Americans with Disabilities Act.

(B) Administrative Rules: The Agent 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 CFR Subtitle A, Part 21) which are herein incorporated by reference and made part of this Agreement.

(C) Nondiscrimination: The Agent 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 Agent shall not participate either directly or

indirectly in the discrimination prohibited by 49 CFR 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 Agent. These apply to all solicitations either by competitive bidding or negotiation made by the Agent for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the Agent 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 Agent 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 City 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 Agent is in the exclusive possession of another who fails or refuses to furnish this information, the Agent shall so certify to the City 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 Agent fails to comply with the nondiscrimination provisions of this Agreement, the City 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 Agent complies; and/or
2. Cancellation, termination or suspension of this Agreement, in whole or in part.

(G) Incorporation of Provisions: The Agent shall include the provisions of the NONDISCRIMINATION ASSURANCE paragraph 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 City or the United States Department of Transportation. The Agent will take such action with respect to any subcontract or procurement as the City 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 Agent becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Agent may request the United States to enter into such litigation to protect the interests of the United States.

(30) EXECUTIVE ORDER: The Agent shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6th) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.

(A) By signing this Agreement, the Agent hereby certifies that any employee of the Agent assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law.

(B) In the event the Agent fails to comply with the provisions of the Executive Order 07-13, or in the event the City has reasonable cause to believe that the Agent has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the City reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.

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

Executed by the Agent this 6th day of July, 2015.

Executed by the City this ____ day of _____, 20__.

CITY OF BELTON, MISSOURI

CONTRACTOR

(Signature)

[Handwritten Signature]

(Signature)

(Typed or printed name)

Tim Orrick

(Typed or printed name)

Title

Managing Partner

Title

Attest By:

(Signature)

[Handwritten Signature]

(Signature)

(Typed or printed name)

Kathy A. Schoenberger

(Typed or printed name)

Title

Office manager

Title

SCHEDULE A

Negotiation and Relocation Services Fee Agreement

<u>Tract #</u>	<u>Negotiation Fee</u>	<u>Relocation Fee (# of units in building x \$1,500/unit)</u>
1	\$750.00	\$6,000.00
2	\$750.00	\$3,000.00
3	\$750.00	\$3,000.00
4	\$750.00	\$0.00
5	\$750.00	\$0.00
6	\$750.00	\$0.00
7	\$750.00	\$0.00
8	\$750.00	\$0.00
9	\$750.00	\$0.00
10	\$750.00	\$0.00
11	\$750.00	\$0.00
12	\$750.00	\$0.00
13	\$750.00	\$0.00
14	\$750.00	\$0.00
15	\$750.00	\$0.00
16	\$750.00	\$0.00
17	\$750.00	\$0.00
18	\$750.00	\$0.00
19	\$750.00	\$0.00
20	\$750.00	\$0.00
21	\$750.00	\$0.00
22	\$750.00	\$0.00
23	\$750.00	\$0.00
24	\$750.00	\$0.00
25	\$750.00	\$0.00
26	\$750.00	\$0.00
27	\$750.00	\$0.00
28	\$750.00	\$0.00
29	\$750.00	\$0.00
30	\$750.00	\$0.00
31	\$750.00	\$0.00
32	\$750.00	\$0.00
33	\$750.00	\$0.00
34	\$750.00	\$0.00
35	\$750.00	\$0.00
36	\$750.00	\$0.00
37	\$750.00	\$0.00
38	\$750.00	\$0.00
39	\$750.00	\$0.00
40	\$750.00	\$0.00

41	\$750.00	\$0.00
42	\$750.00	\$0.00
43	\$750.00	\$0.00
44	\$750.00	\$0.00
45	\$750.00	\$0.00
46	\$750.00	\$0.00
47	\$750.00	\$0.00
48	\$750.00	\$0.00
49	\$750.00	\$0.00
	\$36,750.00	\$12,000.00
Total Contract Not to Exceed \$48,750.00		

Appendix A - 155th Street Property Information

Tract ID	Ownership	City	Total Tract Area (SF)	Temporary Construction Easement (SF)	Permanent Drainage Easement	Right-of-Way (SF)	Remaining Tract Area (SF)
1	J.R. Davis properties LLC	Grandview	12,262.11	0.00	0.00	12,262.11	0.00
2	O.H. Properties LLC	Grandview	13,384.13	0.00	0.00	13,384.13	0.00
3	Trinity BN Properties LLC	Grandview	9,000.00	0.00	0.00	9,000.00	0.00
4	Vandalay Homes LLC	Grandview	7,701.71	1,625.00	0.00	0.00	7,701.71
5	RE JO Properties LLC	Grandview	7,703.00	1,625.00	0.00	0.00	7,703.00
6	Gary G & Elaine J Kerby	Grandview	7,704.27	1,625.00	0.00	0.00	7,704.27
7	Westvalle Circle LLC	Grandview	7,705.65	1,625.00	0.00	0.00	7,705.65
8	Westvalle Circle LLC	Grandview	7,707.46	1,625.00	0.00	0.00	7,707.46
9	O.H. Properties LLC	Grandview	7,709.40	1,690.00	0.00	0.00	7,709.40
10	Clifton B III & Robin A. Love	Grandview	7,711.53	1,690.00	0.00	0.00	7,711.53
11	George & Beverly H. Sands	Grandview	7,714.38	1,690.00	0.00	0.00	7,714.38
12	Allan Sheahan	Grandview	7,720.73	1,625.00	0.00	0.00	7,720.73
13	Charles D. Pflanz	Grandview	7,737.91	1,625.00	0.00	0.00	7,737.91
14	Johnnie G Franzekos III	Grandview	7,747.34	1,625.00	0.00	0.00	7,747.34
15	John & Cendra Flessner	Grandview	7,749.44	1,690.00	0.00	0.00	7,749.44
16	Trinity BN Properties LLC	Grandview	7,751.41	1,690.00	0.00	0.00	7,751.41
17	Trinity BN Properties LLC	Grandview	7,762.74	1,690.00	0.00	0.00	7,762.74
18	Richard G. Keller Trustee	Grandview	7,783.30	1,522.00	0.00	0.00	7,783.30
19	Robert W. & Carol S. Clark	Grandview	8,975.26	1,825.00	0.00	0.00	8,975.26
20	J. Dustin Schmidt	Grandview	9,379.56	835.80	0.00	0.00	9,379.56
21	Troy E. & WF Shankles	Grandview	8,114.70	190.00	0.00	0.00	8,114.70
22	Marbros Investments LLLP	Grandview	8,102.77	480.00	0.00	0.00	8,102.77
23	Napolean & Bernadine Hollister	Grandview	8,098.51	975.00	0.00	0.00	8,098.51
24	Yellowstone Properties LLC	Grandview	8,098.55	50.00	0.00	0.00	8,098.55
25	The Fairways At Grand Summit LP	Grandview	8,168,749.10	3,303.00	0.00	0.00	8,168,749.10
26	City of Grandview	Grandview	784,672.57	2,586.00	0.00	0.00	784,672.57
27	Cheto F. & Randy L. Scheets	Grandview	444,665.22	1,232.22	0.00	0.00	444,665.22
28	Robert L. & Sandra C. Strickland	Grandview	441,095.07	1,667.70	0.00	0.00	441,095.07
29	Bradley W. & Vickie L. Hollaway	Belton	294,030.00	5,035.60	0.00	0.00	294,030.00
30	Russell C. & Connie M. Cundliff	Belton	15,000.00	2,340.72	0.00	0.00	15,000.00
31	Michelle Drummond	Belton	16,500.00	1,050.00	0.00	0.00	16,500.00
32	Curtis W. & Jessica D. Mayes	Belton	16,500.00	1,160.30	0.00	0.00	16,500.00
33	Michael & Sherry L. Elbs	Belton	15,000.00	1,636.75	0.00	0.00	15,000.00
34	Violian L. Vaughn	Belton	31,500.00	3,524.52	0.00	0.00	31,500.00
35	Alea R. Smith	Belton	16,500.00	942.26	0.00	0.00	16,500.00
36	Reid Hein	Belton	16,500.00	1,524.26	0.00	0.00	16,500.00
37	Lonnie D. Amber	Belton	16,500.00	850.22	0.00	0.00	16,500.00
38	Mary Carol Schmidt	Belton	16,500.00	840.22	0.00	0.00	16,500.00
39	Jenny L. Woodward	Belton	31,500.00	823.40	0.00	376.91	31,123.09
40	Richard L. & Konnie K. Howe	Belton	16,500.00	2,165.90	0.00	354.75	16,145.25
41	Patrick Clark Ray Jr	Belton	22,000.00	2,406.30	0.00	0.00	22,000.00
42	John Hunter	Belton	38,000.00	3,834.55	0.00	0.00	38,000.00
43	Grace & Glory Gospel Society	Belton	37,400.00	2,214.16	0.00	0.00	37,400.00
44	Steven M. Barkley	Belton	18,700.00	4,101.93	0.00	288.08	18,411.92
45	Harvey E. Powell	Belton	18,700.00	2,955.76	0.00	762.04	17,937.96
46	Ray N. Smith	Belton	18,700.00	2,593.18	0.00	762.43	17,937.57
47	Ramona L. Roberts	Belton	18,700.00	2,250.29	0.00	783.45	17,916.55
48	Lola S. Kreisel	Belton	784,080.00	9,643.80	872.14	1,753.80	782,326.20
49	Century Concrete Inc.	Belton	392,040.00	786.63	0.00	0.00	392,040.00

Appendix B – Additional Scope of Service

All services will be performed in accord with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (the "Uniform Act"), as well as all other Federal and State laws. The services provided will be relocation services for owners/tenants displaced by the project through the administration of the relocation benefits.

1. Initial letter to property owners and/or tenants regarding a summary of relocation benefits.
2. Conduct relocation interviews with displaced persons to determine eligibility for relocation benefits, replacement housing needs and other relocation assistance, as applicable.
3. Preparation of written letter formally tendering purchase offer and relocation benefits, including formal 90-day notice per federal Uniform Act; prepare relocation benefits form.
4. Order and administer disbursement of relocation benefits.

If a displaced person or entity files an appeal with respect to the determination of relocation benefits, Orrick & Erskine will negotiate a separate rate or fee for the administrative hearing and process.



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: 08/18/2015

DIVISION: Engineering

COUNCIL: Regular Meeting Work Session Special Session

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

ISSUE/RECOMMENDATION:

At the May 12, 2015 regular City Council meeting, the Missouri Highways and Transportation Commission STP-Urban Program Agreement (Funding Agreement) between the Cities of Belton and Grandview and Missouri Department of Transportation was approved for the 155th Street Widening Project. Since then, Wilson & Company has completed the Right-of-Way Plans, the Agreement has been executed, and the Cities have received authorization from MoDOT to begin Right-of-Way acquisition.

There are 21 properties in the City of Belton that will require property for the project, all of which will require temporary construction easements. Seven properties will require new right-of-way, and one property will require a drainage easement. Additionally, Grandview has 28 properties that will require temporary construction easements as well as new right-of-way.

Staff has solicited proposals for review appraisal services and selected DM Millin & Associates to complete the review appraisal services for the project.

Federal funds allocated by the Agreement will cover 80% of construction and right-of-way costs. The Cities of Belton and Grandview will pay for the remaining 20%, each City paying 10%. Therefore, Belton can expect to pay \$1,000 of the total Right of Way Review Appraisal Agreement amount (\$10,000).

PROPOSED CITY COUNCIL MOTION:

At the August 25, 2015 regular City Council meeting, approve both reads of an ordinance for the Right of Way Review Appraisal Agreement with DM Millin & Associates for the 155th Street Widening Project.

BACKGROUND:

The 155th Street Interchange and Corridor is a primary gateway for the City of Belton. There are multiple stakeholders that are committed to making significant improvement from Kensington (west end) to the Oil Creek Bridge. The west side of I-49 has funds committed from Adesa Auto Auction and KCMO at roughly \$2.5 million. The interchange will be funded by MoDOT. The east leg has been awarded federal funds of \$4,375,800 through the Surface Transportation Program (STP).

IMPACT/ANALYSIS:

FINANCIAL IMPACT

Contractor:		DM Millin & Associates
Funding Source:		442-5412-495-7112
Amount of Request/Contract:	\$	10,000.00
Belton's Share (10% of total Contract):	\$	1,000.00
Amount Budgeted:	\$	459,020.00
Amount Committed:		
Current		109,954.05
Future Wilson & Company Contract		226,610.21
Valbridge Property Advisors		2,660.00
DM Millin & Associates	\$	1,000.00
<u>Orrick & Erskine, L.L.P.</u>	\$	<u>4,875.00</u>
Total Committed	\$	345,099.26
Funds Remaining:	\$	113,921.00

STAFF RECOMMENDATION, ACTION, AND DATE:

At the August 25, 2015 regular City Council meeting, approve both reads of an ordinance for the Right of Way Review Appraisal Agreement with DM Millin & Associates for the 155th Street Widening Project.

LIST OF REFERENCE DOCUMENTS ATTACHED:

Ordinance

DM Millin & Associates Right of Way Review Appraisal Agreement

BILL NO. 2015-

ORDINANCE NO. 2015 -

AN ORDINANCE APPROVING THE RIGHT OF WAY REVIEW APPRAISAL AGREEMENT WITH DM MILLIN & ASSOCIATES FOR THE 155TH STREET WIDENING PROJECT.

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

Section 1. That the Right of Way Review Appraisal Agreement in a not to exceed amount of \$10,000 is hereby approved and the Mayor is authorized and directed to execute the agreement on behalf of the City.

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 25th day of August, 2015.

Mayor Jeff Davis

Approved this 25th day of August, 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

the first reading at a meeting of the City Council on the 25th day of August, 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 25th day of August, 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

CCO FORM: RW17
Approved: 04/92 (TWJ)
Revised: 07/13 (AR)
Modified:

County: CASS COUNTY
Route: E 155TH STREET
State Job No.: STP 3322(409)

**CITY OF BELTON, MISSOURI
RIGHT OF WAY REVIEW APPRAISAL AGREEMENT**

THIS AGREEMENT is entered into by and between the City of Belton, Missouri, (hereinafter, "City"), and DM Millin & Associates Inc. (hereinafter, "Contractor") whose address is 4608 S. Crysler Independence, Missouri 64055, in a not to exceed amount of ten thousand and 00/100 Dollars (\$10,000).

WITNESSETH:

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

(1) REVIEW APPRAISAL: In return for the fees as herein set out, Contractor shall furnish City with a review appraisal setting forth an estimate of just compensation for each of the tracts or parcels of land numbered necessary for review appraisal services (Appendix A) in connection with the acquisition of right of way for construction of East 155th Street Widening, Project STP 3322(409), Cass County, Missouri.

(2) WRITTEN REPORT: Contractor shall, within a reasonable time and in no event more than thirty (30) calendar days from the date of the Notice to Proceed, furnish a detailed review appraisal in accordance with Missouri Highway Commissions appraisal procedures.

(3) NOTICE TO PROCEED: The Notice to Proceed will stipulate the date Contractor is expected to begin work. City will issue the Notice to Proceed in a separate letter upon City approval of this Agreement.

(4) CITY RESPONSIBILITIES: City will provide Contractor with complete right of way plans and a legal description of each tract to be appraised and the names of the record owners. City will also provide the following information, if available: title information, plats, and any other relevant data. Contractor shall in no event be responsible for the failure to furnish the proper name or ownership of the tract involved, but if information comes to Contractor in the progress of its work indicating a different ownership, it shall notify City and include the new information in the appraisal.

(5) EVALUATION OF EQUIPMENT, MACHINERY, ETC.: The review appraisal shall include the evaluation of all equipment, machinery or other appurtenances which are considered real property and are contained in any improvement on the property being appraised, however, if City determines that the property includes a substantial amount of equipment, machinery and other

appurtenances which are part of the realty, but are not generally included in real estate appraisals, City will have the value of such equipment, machinery or other appurtenances, determined by competent evaluators. City shall furnish the conclusions of such evaluators to Contractor, the contributory value of which will be considered in establishing the value of the whole.

(6) COMPENSABLE ITEMS: Contractor agrees that personal property, loss of business or good will, or other items not generally compensable in eminent domain proceedings will not be considered in its determination of value. If there is any doubt as to whether certain portions of the property involved are real estate or personal property, City, at the request of Contractor, will designate an attorney to make a finding as to the status of such improvements. City will, through its attorneys, give legal advice relative to consideration of benefits chargeable to the property and as to compensable and noncompensable items.

(7) CONFIDENTIALITY: Contractor shall prepare the review appraisal in each instance independent of any other appraiser employed by City for the same work. Unless otherwise directed to do so in writing by the City's representative, the Contractor shall not furnish to any other person or persons, except by order of the court of proper jurisdiction or officials of the United States Department of Transportation when federal funds participate in the cost of the project, a copy of the review appraisal or any information contained therein. The review appraisal reports to City are confidential between the parties hereto and officials of the United States Department of Transportation when federal funds participate in the cost of the project and any breach of any confidence shall be considered a material breach of this Agreement. Contractor shall not disclose to third parties confidential factual matter provided by City except as may be required by statute, ordinance, or order of court, or as authorized by City. Contractor shall notify City immediately of any request for such information. However, the City reserves the right to provide a copy of the review appraisal report and any other supporting documentation to anyone requesting such a copy, including potential condemnees and requests under the Missouri Open Meetings and Records Act (Section 610.010 RSMo *et seq*).

(8) APPRAISAL UPDATE: It is understood and agreed that the appraised value fixed in the appraisal report may be subsequently affected by economic conditions, laws, ordinances, etc. and that such value shall be valid only for a reasonable time after submission. Contractor shall update such review appraisal reports or reappraise certain parcels as designated by City. Any additional compensation for an appraisal update must be in writing and attached as a supplement to this Agreement.

(9) COMPENSATION:

(A) SUBMISSION OF REPORTS AND BILLS: Contractor shall submit written reports per the contract, including but not limited to paragraphs 1 and 2, and associated invoices for said services to the City.

(B) METHOD OF PAYMENT: City will process payment for seventy percent (70%) of the herein stated fee per parcel upon receipt of Contractor's complete written reports per the contract, including but not limited to paragraphs 1 and 2, and associated invoices for said services. The remaining thirty percent (30%) may, at City discretion, be withheld until City reviews Contractor's reports for deficiencies, errors and full compliance with the attached appraisal procedures. In no event will this thirty percent (30%) withholding exceed ninety (90) days from the report receipt date except when the reviewing process reveals a need for corrections.

(C) DAMAGES/CORRECTION OF APPRAISAL DEFICIENCIES: Failure to correct appraisal deficiencies within twenty-one (21) calendar days of Contractor's receipt of written notification by City of the deficiencies will result in liquidated damages as follows: The first seven (7) calendar days after the aforementioned twenty-one (21) day period shall accrue damages at the rate of one percent (1%) of the appraisal fee for the parcel per day. After the first seven (7) calendar days damages accrue at the rate of two percent (2%) per calendar day until corrections are received by the District Office having charge of the project.

(D) LIQUIDATED DAMAGES/LATE REPORT: For late delivery of an appraisal report, liquidated damages shall be at the rate of one percent (1%) of the parcel appraisal fee per calendar day for the first seven (7) days and two percent (2%) per calendar day thereafter, between the due date and the date on which the report is received in the District Office having charge of the project.

(10) FEES: Contractor shall receive a fee for each review appraisal completed in accordance with this contract as listed on Exhibit 1 attached hereto and incorporated herein.

(11) TRIAL PREPARATION AND COURT APPEARANCES: Contractor shall be available for consultation during trial preparation and appear in any court proceedings as requested by City's Chief Counsel in support of Contractor's appraisals. Contractor shall receive a per diem rate based upon the current prevailing rate in Contractor's geographical area for such consultation and/or court appearances as agreed upon at the time such services are requested. Contractor will receive reimbursement for reasonable expenses incurred for such services.

(12) CHANGE IN SCOPE OR CHARACTER OF WORK: If for any reason due to changes in plans or otherwise, there shall be a change in the scope or character of the work to be performed by Contractor which necessitates a corresponding change in the amount of compensation, the parties hereto shall incorporate such changes in writing as a supplement to this Agreement. Under no circumstances shall Contractor proceed with the appraisal until the supplemental agreement is executed by both parties.

(13) NONSOLICITATION: The Contractor warrants that it has not employed or

retained any company or person, other than a bona fide employee working for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, City, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability, or in its discretion, to deduct from this Agreement price or consideration, or otherwise recover, the full amount of such fee, City, percentage, brokerage fee, gift, or contingent fee.

(14) TERMINATION:

(A) FOR CAUSE: In the event Contractor shall fail to comply with the terms of this Agreement or the progress or quality of the work is unsatisfactory, City shall have the right to terminate this Agreement upon written notice. If this Agreement is terminated under this provision, City shall pay Contractor only for those appraisals satisfactorily completed, as determined by City, and such appraisals will be the property of City.

(B) FOR PROJECT DELAY, CANCELLATION, ETC.: Should the project covered by this Agreement be postponed, delayed or otherwise cancelled by City, City shall have the right to terminate this Agreement. In the event this Agreement is terminated under this provision or in the event it is terminated because of illness of Contractor or for other reasons not due to any fault on the part of Contractor, all work completed or partially completed prior to notice of termination of this Agreement shall be the property of City, and will be paid for in proportion to its value to City as determined by the Director of Public Works.

(15) EXTENSION OF TIME: The length of time given this Agreement, as shown in Paragraph 2, will not be extended without the approval of the City. Any and all changes to this time period must be in writing and approved in advance by the City.

(16) DISPUTE RESOLUTION: In the event of any dispute concerning a question of fact in connection with the work, the Director of Public Works, shall make a determination of such fact and his/her decision shall be final.

(17) INDEMNIFICATION: The Contractor shall defend, indemnify and hold harmless the City, including its members and 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 Contractor's performance of its obligations under this Agreement.

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

(19) PROFESSIONAL STANDARDS: Contractor will follow accepted principles and techniques in the evaluation of real estate.

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

(21) 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 Cass County, Missouri.

(22) CONTRACTOR DETERMINATIONS: Contractor will personally make all determinations required in the appraisal, except data involving measurements, mechanical calculations, entries on public records and computation of construction costs. Elements of the appraisal not requiring the personal professional opinion of Contractor may be delegated to others under the direct supervision of and employed by Contractor, i.e. stenographic assistance. All determinations of value are to be the sole responsibility of Contractor.

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

(A) Civil Rights Statutes: The Contractor 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), as well as any applicable titles of the Americans with Disabilities Act. In addition, if the Contractor is providing services or operating programs on behalf of the Department or the City, it shall comply with all applicable provisions of Title II of the Americans with Disabilities Act.

(B) Administrative Rules: The Contractor 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 CFR Subtitle A, Part 21) which are herein incorporated by reference and made part of this Agreement.

(C) Nondiscrimination: The Contractor 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 Contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR Subtitle A, Part 21, Section 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 Contractor. These apply to all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract including procurement of materials or equipment. Each potential

subcontractor or supplier shall be notified by the Contractor 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 Contractor 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 City 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 Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the City 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 Contractor fails to comply with the nondiscrimination provisions of this Agreement, the City 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 Contractor complies; and/or

2. Cancellation, termination or suspension of this Agreement, in whole or in part, or both.

(G) Incorporation of Provisions: The Contractor shall include the provisions of paragraph 23 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 City or the United States Department of Transportation. The Contractor will take such action with respect to any subcontract or procurement as the City 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 Contractor becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

(24) STATUS AS INDEPENDENT CONTRACTOR: The parties agree that Contractor, as an independent contractor, is responsible for obtaining and maintaining adequate insurance coverage, at no cost to City, for workers' compensation, general liability, automobile liability, professional liability, or any other insurance required by law or deemed necessary by Contractor.

(25) CERTIFICATE OF APPRAISER: Contractor shall execute and affix a copy of the Certificate of Appraiser to each copy of the review appraisal report as prepared by authority of this Agreement. A copy of the certificate is attached to the appraisal instructions.

(26) WORK PRODUCT: All documents, reports, exhibits, drawings, etc. prepared by the Contractor under this Agreement, or in performance of services hereunder, shall be delivered to and become the property of the City upon termination of this Agreement or completion of any study authorized under the terms of this Agreement. The Contractor may retain copies of all drawings and documents for its files.

(27) EXECUTIVE ORDER: The Contractor shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6th) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.

(A) By signing this Agreement, the Contractor hereby certifies that any employee of the Contractor assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law.

(B) In the event the Contractor fails to comply with the provisions of the Executive Order 07-13, or in the event the City has reasonable cause to believe that the Contractor has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the City reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.

[Remainder of Page Intentionally Left Blank]

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

Executed by the Contractor this 21st day of July, 2015.

Executed by the City this ____ day of _____, 20__.

CITY OF BELTON, MISSOURI

CONTRACTOR

(Signature)

David M. Miller
(Signature)

(Typed or printed name)

DM Millin & Assoc., Inc.

(Typed or printed name)

Title

President

Title

Attest By:

(Signature)

(Signature)

(Typed or printed name)

(Typed or printed name)

Title

Title

The following signatures are required only when the printed provisions of this form have been altered.

Secretary to the City

Approved as to Form:

City Counsel

Form 6-5.100A

ACKNOWLEDGMENT BY CITY

STATE OF _____)
)
COUNTY OF _____) ss

On this ____ day of _____, 20__, before me appeared _____ personally known to me, who being by me duly sworn, did say that he/she is the _____ of the City of Belton, Cass County, Missouri and the seal affixed to the foregoing instrument is the official seal of said City and that said instrument was signed in behalf of said City by authority of the Missouri Highways and Transportation City and said _____ acknowledged said instrument to be the free act and deed of said City.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above.

Notary Public

My City Expires: _____

Appendix A - 155th Street Property Information

Tract ID	Ownership	City	Total Tract Area (SF)	Temporary Construction Easement (SF)	Permanent Drainage Easement	Right-of-Way (SF)	Remaining Tract Area (SF)
1	J.R. Davis properties LLC	Grandview	12,262.11	0.00	0.00	12,262.11	0.00
2	O.H. Properties LLC	Grandview	13,384.13	0.00	0.00	13,384.13	0.00
3	Trinity BN Properties LLC	Grandview	9,000.00	0.00	0.00	9,000.00	0.00
4	Vandalay Homes LLC	Grandview	7,701.71	1,625.00	0.00	0.00	7,701.71
5	RE JO Properties LLC	Grandview	7,703.00	1,625.00	0.00	0.00	7,703.00
6	Gary G & Elaine J Kerby	Grandview	7,704.27	1,625.00	0.00	0.00	7,704.27
7	Westvalle Circle LLC	Grandview	7,705.65	1,625.00	0.00	0.00	7,705.65
8	Westvalle Circle LLC	Grandview	7,707.46	1,625.00	0.00	0.00	7,707.46
9	O.H. Properties LLC	Grandview	7,709.40	1,690.00	0.00	0.00	7,709.40
10	Clifton B III & Robin A. Love	Grandview	7,711.53	1,690.00	0.00	0.00	7,711.53
11	George & Beverly H. Sands	Grandview	7,714.38	1,690.00	0.00	0.00	7,714.38
12	Allan Sheahan	Grandview	7,720.73	1,625.00	0.00	0.00	7,720.73
13	Charles D. Pflanz	Grandview	7,737.91	1,625.00	0.00	0.00	7,737.91
14	Johnnie G Franzeskos III	Grandview	7,747.34	1,625.00	0.00	0.00	7,747.34
15	John & Cendra Flessner	Grandview	7,749.44	1,690.00	0.00	0.00	7,749.44
16	Trinity BN Properties LLC	Grandview	7,751.41	1,690.00	0.00	0.00	7,751.41
17	Trinity BN Properties LLC	Grandview	7,762.74	1,690.00	0.00	0.00	7,762.74
18	Richard G. Keller Trustee	Grandview	7,783.30	1,522.00	0.00	0.00	7,783.30
19	Robert W. & Carol S. Clark	Grandview	8,975.26	1,825.00	0.00	0.00	8,975.26
20	J. Dustin Schmidt	Grandview	9,379.56	835.80	0.00	0.00	9,379.56
21	Troy E. & WF Shankles	Grandview	8,114.70	190.00	0.00	0.00	8,114.70
22	Marbros Investments LLLP	Grandview	8,102.77	480.00	0.00	0.00	8,102.77
23	Napolean & Bernadine Hollister	Grandview	8,098.51	975.00	0.00	0.00	8,098.51
24	Yellowstone Properties LLC	Grandview	8,098.55	50.00	0.00	0.00	8,098.55
25	The Fairways At Grand Summit LP	Grandview	8,168,749.10	3,303.00	0.00	0.00	8,168,749.10
26	City of Grandview	Grandview	784,672.57	2,586.00	0.00	0.00	784,672.57
27	Cheto F. & Randy L. Scheets	Grandview	444,665.22	1,232.22	0.00	0.00	444,665.22
28	Robert L. & Sandra C. Strickland	Grandview	441,095.07	1,667.70	0.00	0.00	441,095.07
29	Bradley W. & Vickie L. Hollaway	Belton	294,030.00	5,035.60	0.00	0.00	294,030.00
30	Russell C. & Connie M. Cundiff	Belton	15,000.00	2,340.72	0.00	0.00	15,000.00
31	Michelle Drummond	Belton	16,500.00	1,050.00	0.00	0.00	16,500.00
32	Curtis W. & Jessica D. Mayes	Belton	16,500.00	1,160.30	0.00	0.00	16,500.00
33	Michael & Sherry L. Elbs	Belton	15,000.00	1,636.75	0.00	0.00	15,000.00
34	Violian L. Vaughn	Belton	31,500.00	3,524.52	0.00	0.00	31,500.00
35	Alea R. Smith	Belton	16,500.00	942.26	0.00	0.00	16,500.00
36	Reid Hein	Belton	16,500.00	1,524.26	0.00	0.00	16,500.00
37	Lonnie D. Amber	Belton	16,500.00	850.22	0.00	0.00	16,500.00
38	Mary Carol Schmidt	Belton	16,500.00	840.22	0.00	0.00	16,500.00
39	Jenny L. Woodward	Belton	31,500.00	823.40	0.00	376.91	31,123.09
40	Richard L. & Konnie K. Howe	Belton	16,500.00	2,165.90	0.00	354.75	16,145.25
41	Patrick Clark Ray Jr	Belton	22,000.00	2,406.30	0.00	0.00	22,000.00
42	John Hunter	Belton	38,000.00	3,834.55	0.00	0.00	38,000.00
43	Grace & Glory Gospel Society	Belton	37,400.00	2,214.16	0.00	0.00	37,400.00
44	Steven M. Barkley	Belton	18,700.00	4,101.93	0.00	288.08	18,411.92
45	Harvey E. Powell	Belton	18,700.00	2,955.76	0.00	762.04	17,937.96
46	Ray N. Smith	Belton	18,700.00	2,593.18	0.00	762.43	17,937.57
47	Ramona L. Roberts	Belton	18,700.00	2,250.29	0.00	783.45	17,916.55
48	Lola S. Kreisel	Belton	784,080.00	9,643.80	872.14	1,753.80	782,326.20
49	Century Concrete Inc.	Belton	392,040.00	786.63	0.00	0.00	392,040.00

Exhibit 1 – 155th Street Fees

Fees for review appraisals are as follows:

Value Finding Appraisal Review	\$700
Standard Appraisal Review	\$900

Review appraisals for the 155th Street project are dependent upon the complexity of the appraisals completed. It is assumed that three (3) review appraisals will be completed. In the case that there may need to be additional appraisals reviewed by Contractor, the not to exceed amount of the contract is ten thousand and 00/100 Dollars (\$10,000).



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: 08/11/2015

DIVISION: Engineering

COUNCIL: Regular Meeting Work Session Special Session

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

ISSUE/RECOMMENDATION:

At the May 12, 2015 regular City Council meeting, the Missouri Highways and Transportation Commission STP-Urban Program Agreement (Funding Agreement) between the Cities of Belton and Grandview and Missouri Department of Transportation was approved for the 155th Street Widening Project. Since then, Wilson & Company has completed the Right-of-Way Plans, the Agreement has been executed, and the Cities have received authorization from MoDOT to begin Right-of-Way acquisition.

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Staff has solicited proposals for appraisal services and selected Valbridge Property Advisors to complete the appraisal services for the project.

Federal funds allocated by the Agreement will cover 80% of construction and right-of-way costs. The Cities of Belton and Grandview will pay for the remaining 20%, each City paying 10%. Therefore Belton can expect to pay \$2,660 of the total Right of Way Appraisal Agreement amount (\$26,600).

PROPOSED CITY COUNCIL MOTION:

At the August 25, 2015 regular City Council meeting, approve both reads of an ordinance for the Right of Way Appraisal Agreement with Valbridge Property Advisors for the 155th Street Widening Project.

BACKGROUND:

The 155th Street Interchange and Corridor is a primary gateway for the City of Belton. There are multiple stakeholders that are committed to making significant improvement from Kensington (west end) to the Oil Creek Bridge. The west side of I-49 has funds committed from Adesa Auto Auction and KCMO at roughly \$2.5 million. The interchange will be funded by MoDOT. The east leg has been awarded federal funds of \$4,375,800 through the Surface Transportation Program (STP).

IMPACT/ANALYSIS:

FINANCIAL IMPACT

Contractor:		Valbridge Property Advisors
Funding Source:		442-5412-495-7112
Amount of Request/Contract:	\$	26,600.00
Belton's Share (10% of total Contract):	\$	2,660.00
Amount Budgeted:	\$	459,020.00
Amount Committed:		
Current		109,954.05
Future Wilson & Company Contract		226,610.21
Valbridge Property Advisors		2,660.00
DM Millin & Associates	\$	1,000.00
<u>Orrick & Erskine, L.L.P.</u>	\$	<u>4,875.00</u>
Total Committed	\$	345,099.26
Funds Remaining:	\$	113,921.00

STAFF RECOMMENDATION, ACTION, AND DATE:

At the August 25, 2015 regular City Council meeting, approve both reads of an ordinance for the Right of Way Appraisal Agreement with Valbridge Property Advisors for the 155th Street Widening Project.

LIST OF REFERENCE DOCUMENTS ATTACHED:

Ordinance

Valbridge Property Advisors Right of Way Appraisal Agreement

BILL NO. 2015-

ORDINANCE NO. 2015 -

AN ORDINANCE APPROVING THE RIGHT OF WAY APPRAISAL AGREEMENT WITH VALBRIDGE PROPERTY ADVISORS FOR 155TH STREET WIDENING PROJECT.

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

Section 1. That the Right of Way Appraisal Agreement in the amount of \$26,600 is hereby approved and the Mayor is authorized and directed to execute the agreement on behalf of the City.

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 25th day of August, 2015.

Mayor Jeff Davis

Approved this 25th day of August, 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

the first reading at a meeting of the City Council on the 25th day of August, 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 25th day of August, 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

CCO FORM: RW17
Approved: 04/92 (TWJ)
Revised: 07/13 (AR)
Modified:

County: CASS COUNTY
Route: E 155TH STREET
State Job No.: STP 3322(409)

**CITY OF BELTON, MISSOURI
RIGHT OF WAY APPRAISAL AGREEMENT**

THIS AGREEMENT is entered into by and between the City of Belton, Missouri, (hereinafter, "City"), and Valbridge Property Advisors (hereinafter, "Contractor") whose address is 10990 Quivira Road, Suite 100, Overland Park, Kansas, 66210, in a not to exceed amount of twenty-six thousand, six hundred and 00/100 Dollars (\$26,600).

WITNESSETH:

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

(1) APPRAISAL: In return for the fees as herein set out, Contractor shall furnish City with an appraisal setting forth an estimate of just compensation for each of the tracts or parcels of land numbered (Appendix A) in connection with the acquisition of right of way for construction of East 155th Street Widening, Project STP 3322(409), Cass County, Missouri.

(2) WRITTEN REPORT: Contractor shall, within a reasonable time and in no event more than sixty (60) calendar days from the date of the Notice to Proceed, furnish a detailed appraisal—in accordance with Missouri Highway Commissions appraisal procedures.

(3) NOTICE TO PROCEED: The Notice to Proceed will stipulate the date Contractor is expected to begin work. City will issue the Notice to Proceed in a separate letter upon City approval of this Agreement and upon funds obligated by the Missouri Highways and Transportation Commission.

(4) CITY RESPONSIBILITIES: City will provide Contractor with complete right of way plans and a legal description of each tract to be appraised and the names of the record owners. City will also provide the following information, if available: title information, plats, and any other relevant data. Contractor shall in no event be responsible for the failure to furnish the proper name or ownership of the tract involved, but if information comes to Contractor in the progress of its work indicating a different ownership, it shall notify City and include the new information in the appraisal.

(5) EVALUATION OF EQUIPMENT, MACHINERY, ETC.: The appraisal shall include the evaluation of all equipment, machinery or other appurtenances which are considered real property and are contained in any improvement on the property being

appraised, however, if City determines that the property includes a substantial amount of equipment, machinery and other appurtenances which are part of the realty, but are not generally included in real estate appraisals, City will have the value of such equipment, machinery or other appurtenances, determined by competent evaluators. City shall furnish the conclusions of such evaluators to Contractor, the contributory value of which will be considered in establishing the value of the whole.

(6) COMPENSABLE ITEMS: Contractor agrees that personal property, loss of business or good will, or other items not generally compensable in eminent domain proceedings will not be considered in its determination of value. If there is any doubt as to whether certain portions of the property involved are real estate or personal property, City, at the request of Contractor, will designate an attorney to make a finding as to the status of such improvements. City will, through its attorneys, give legal advice relative to consideration of benefits chargeable to the property and as to compensable and noncompensable items.

(7) CONFIDENTIALITY: Contractor shall prepare the appraisal in each instance independent of any other appraiser employed by City for the same work. Unless otherwise directed to do so in writing by the City's representative, the Contractor shall not furnish to any other person or persons, except by order of the court of proper jurisdiction or officials of the United States Department of Transportation when federal funds participate in the cost of the project, a copy of the appraisal or any information contained therein. The appraisal reports to City are confidential between the parties hereto and officials of the United States Department of Transportation when federal funds participate in the cost of the project and any breach of any confidence shall be considered a material breach of this Agreement. Contractor shall not disclose to third parties confidential factual matter provided by City except as may be required by statute, ordinance, or order of court, or as authorized by City. Contractor shall notify City immediately of any request for such information. However, the City reserves the right to provide a copy of the appraisal report and any other supporting documentation to anyone requesting such a copy, including potential condemnees and requests under the Missouri Open Meetings and Records Act (Section 610.010 RSMo *et seq*).

(8) APPRAISAL UPDATE: It is understood and agreed that the appraised value fixed in the appraisal report may be subsequently affected by economic conditions, laws, ordinances, etc. and that such value shall be valid only for a reasonable time after submission. Contractor shall update such appraisal reports or reappraise certain parcels as designated by City. Any additional compensation for an appraisal update must be in writing and attached as a supplement to this Agreement.

(9) COMPENSATION:

(A) SUBMISSION OF REPORTS AND BILLS: Contractor shall submit written reports per the contract, including but not limited to paragraphs 1 and 2, and associated invoices for said services to the City.

(B) METHOD OF PAYMENT: City will process payment for seventy percent (70%) of the herein stated fee per parcel upon receipt of Contractor's complete written reports per the contract, including but not limited to paragraphs 1 and 2, and associated invoices for said services. The remaining thirty percent (30%) may, at City discretion, be withheld until City reviews Contractor's reports for deficiencies, errors and full compliance with the attached appraisal procedures. In no event will this thirty percent (30%) withholding exceed ninety (90) days from the report receipt date except when the reviewing process reveals a need for corrections.

(C) DAMAGES/CORRECTION OF APPRAISAL DEFICIENCIES: Failure to correct appraisal deficiencies within twenty-one (21) calendar days of Contractor's receipt of written notification by City of the deficiencies will result in liquidated damages as follows: The first seven (7) calendar days after the aforementioned twenty-one (21) day period shall accrue damages at the rate of one percent (1%) of the appraisal fee for the parcel per day. After the first seven (7) calendar days damages accrue at the rate of two percent (2%) per calendar day until corrections are received by the District Office having charge of the project.

(D) LIQUIDATED DAMAGES/LATE REPORT: For late delivery of an appraisal report, liquidated damages shall be at the rate of one percent (1%) of the parcel appraisal fee per calendar day for the first seven (7) days and two percent (2%) per calendar day thereafter, between the due date and the date on which the report is received in the District Office having charge of the project.

(10) FEES: Contractor shall receive a fee for each appraisal completed in accordance with this contract as listed on Appendix A attached hereto and incorporated herein.

(11) TRIAL PREPARATION AND COURT APPEARANCES: Contractor shall be available for consultation during trial preparation and appear in any court proceedings as requested by City's Chief Counsel in support of Contractor's appraisals. Contractor shall receive a per diem rate based upon the current prevailing rate in Contractor's geographical area for such consultation and/or court appearances as agreed upon at the time such services are requested. Contractor will receive reimbursement for reasonable expenses incurred for such services.

(12) CHANGE IN SCOPE OR CHARACTER OF WORK: If for any reason due to changes in plans or otherwise, there shall be a change in the scope or character of the work to be performed by Contractor which necessitates a corresponding change in the amount of compensation, the parties hereto shall incorporate such changes in writing as a supplement to this Agreement. Under no circumstances shall Contractor proceed with the appraisal until the supplemental agreement is executed by both parties.

(13) NONSOLICITATION: The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working for the

Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, City, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability, or in its discretion, to deduct from this Agreement price or consideration, or otherwise recover, the full amount of such fee, City, percentage, brokerage fee, gift, or contingent fee.

(14) TERMINATION:

(A) FOR CAUSE: In the event Contractor shall fail to comply with the terms of this Agreement or the progress or quality of the work is unsatisfactory, City shall have the right to terminate this Agreement upon written notice. If this Agreement is terminated under this provision, City shall pay Contractor only for those appraisals satisfactorily completed, as determined by City, and such appraisals will be the property of City.

(B) FOR PROJECT DELAY, CANCELLATION, ETC.: Should the project covered by this Agreement be postponed, delayed or otherwise cancelled by City, City shall have the right to terminate this Agreement. In the event this Agreement is terminated under this provision or in the event it is terminated because of illness of Contractor or for other reasons not due to any fault on the part of Contractor, all work completed or partially completed prior to notice of termination of this Agreement shall be the property of City, and will be paid for in proportion to its value to City as determined by the Director of Public Works.

(15) EXTENSION OF TIME: The length of time given this Agreement, as shown in Paragraph 2, will not be extended without the approval of the City. Any and all changes to this time period must be in writing and approved in advance by the City.

(16) DISPUTE RESOLUTION: In the event of any dispute concerning a question of fact in connection with the work, the Director of Public Works, shall make a determination of such fact and his/her decision shall be final.

(17) INDEMNIFICATION: The Contractor shall defend, indemnify and hold harmless the City, including its members and 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 Contractor's performance of its obligations under this Agreement.

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

(19) PROFESSIONAL STANDARDS: Contractor will follow accepted principles and techniques in the evaluation of real estate.

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

(21) 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 Cass County, Missouri.

(22) CONTRACTOR DETERMINATIONS: Contractor will personally make all determinations required in the appraisal, except data involving measurements, mechanical calculations, entries on public records and computation of construction costs. Elements of the appraisal not requiring the personal professional opinion of Contractor may be delegated to others under the direct supervision of and employed by Contractor, i.e. stenographic assistance. All determinations of value are to be the sole responsibility of Contractor.

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

(A) Civil Rights Statutes: The Contractor 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), as well as any applicable titles of the Americans with Disabilities Act. In addition, if the Contractor is providing services or operating programs on behalf of the Department or the City, it shall comply with all applicable provisions of Title II of the Americans with Disabilities Act.

(B) Administrative Rules: The Contractor 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 CFR Subtitle A, Part 21) which are herein incorporated by reference and made part of this Agreement.

(C) Nondiscrimination: The Contractor 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 Contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR Subtitle A, Part 21, Section 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 Contractor. These apply to all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the Contractor 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 Contractor 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 City 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 Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the City 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 Contractor fails to comply with the nondiscrimination provisions of this Agreement, the City 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 Contractor complies; and/or
2. Cancellation, termination or suspension of this Agreement, in whole or in part, or both.

(G) Incorporation of Provisions: The Contractor shall include the provisions of paragraph 23 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 City or the United States Department of Transportation. The Contractor will take such action with respect to any subcontract or procurement as the City 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 Contractor becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

(24) STATUS AS INDEPENDENT CONTRACTOR: The parties agree that Contractor, as an independent contractor, is responsible for obtaining and maintaining adequate insurance coverage, at no cost to City, for workers' compensation, general liability, automobile liability, professional liability, or any other insurance required by law or deemed necessary by Contractor.

(25) CERTIFICATE OF APPRAISER: Contractor shall execute and affix a copy of the Certificate of Appraiser to each copy of the appraisal report as prepared by authority of this Agreement. A copy of the certificate is attached to the appraisal instructions.

(26) WORK PRODUCT: All documents, reports, exhibits, drawings, etc. prepared by the Contractor under this Agreement, or in performance of services hereunder, shall be delivered to and become the property of the City upon termination of this Agreement or completion of any study authorized under the terms of this Agreement. The Contractor may retain copies of all drawings and documents for its files.

(27) EXECUTIVE ORDER: The Contractor shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6th) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.

(A) By signing this Agreement, the Contractor hereby certifies that any employee of the Contractor assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law.

(B) In the event the Contractor fails to comply with the provisions of the Executive Order 07-13, or in the event the City has reasonable cause to believe that the Contractor has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the City reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.

[Remainder of Page Intentionally Left Blank]

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

Executed by the Contractor this 25 day of June, 2015

Executed by the City this ____ day of _____, 20__.

CITY OF BELTON, MISSOURI

CONTRACTOR

(Signature)

Bernie Shaner
(Signature)

(Typed or printed name)

BERNIE SHANER
(Typed or printed name)

Title

DIRECTOR
Title

Attest By:

(Signature)

Laird Goldsborough
(Signature)

(Typed or printed name)

Laird Goldsborough
(Typed or printed name)

Title

Senior Managing Director
Title

Appendix A - 155th Street Property Information

Tract ID	Ownership	City	Total Tract Area (SF)	Temporary	Permanent	Right-of-Way (SF)	Remaining Tract Area (SF)	Fee
				Construction Easement (SF)	Drainage Easement			
1	J.R. Davis properties LLC	Grandview	12,262.11	0.00	0.00	12,262.11	0.00	\$1,200.00
2	O.H. Properties LLC	Grandview	13,384.13	0.00	0.00	13,384.13	0.00	\$1,200.00
3	Trinity BN Properties LLC	Grandview	9,000.00	0.00	0.00	9,000.00	0.00	\$1,200.00
4	Vandalay Homes LLC	Grandview	7,701.71	1,625.00	0.00	0.00	7,701.71	\$500.00
5	RE JO Properties LLC	Grandview	7,703.00	1,625.00	0.00	0.00	7,703.00	\$500.00
6	Gary G & Elaine J Kerby	Grandview	7,704.27	1,625.00	0.00	0.00	7,704.27	\$500.00
7	Westvalle Circle LLC	Grandview	7,705.65	1,625.00	0.00	0.00	7,705.65	\$500.00
8	Westvalle Circle LLC	Grandview	7,707.46	1,625.00	0.00	0.00	7,707.46	\$500.00
9	O.H. Properties LLC	Grandview	7,709.40	1,690.00	0.00	0.00	7,709.40	\$500.00
10	Clifton B III & Robin A. Love	Grandview	7,711.53	1,690.00	0.00	0.00	7,711.53	\$500.00
11	George & Beverly H. Sands	Grandview	7,714.38	1,690.00	0.00	0.00	7,714.38	\$500.00
12	Allan Sheahan	Grandview	7,720.73	1,625.00	0.00	0.00	7,720.73	\$500.00
13	Charles D. Pflanz	Grandview	7,737.91	1,625.00	0.00	0.00	7,737.91	\$500.00
14	Johnnie G Franzekos III	Grandview	7,747.34	1,625.00	0.00	0.00	7,747.34	\$500.00
15	John & Cendra Flessner	Grandview	7,749.44	1,690.00	0.00	0.00	7,749.44	\$500.00
16	Trinity BN Properties LLC	Grandview	7,751.41	1,690.00	0.00	0.00	7,751.41	\$500.00
17	Trinity BN Properties LLC	Grandview	7,762.74	1,690.00	0.00	0.00	7,762.74	\$500.00
18	Richard G. Keller Trustee	Grandview	7,783.30	1,522.00	0.00	0.00	7,783.30	\$500.00
19	Robert W. & Carol S. Clark	Grandview	8,975.26	1,825.00	0.00	0.00	8,975.26	\$500.00
20	J. Dustin Schmidt	Grandview	9,379.56	835.80	0.00	0.00	9,379.56	\$500.00
21	Troy E. & WF Shankles	Grandview	8,114.70	190.00	0.00	0.00	8,114.70	\$500.00
22	Marbros Investments LLLP	Grandview	8,102.77	480.00	0.00	0.00	8,102.77	\$500.00
23	Napolean & Bernadine Hollister	Grandview	8,098.51	975.00	0.00	0.00	8,098.51	\$500.00
24	Yellowstone Properties LLC	Grandview	8,098.55	50.00	0.00	0.00	8,098.55	\$500.00
25	The Fairways At Grand Summit LP	Grandview	8,168,749.10	3,303.00	0.00	0.00	8,168,749.10	\$500.00
26	City of Grandview	Grandview	784,672.57	2,586.00	0.00	0.00	784,672.57	\$500.00
27	Cheto F. & Randy L. Scheets	Grandview	444,665.22	1,232.22	0.00	0.00	444,665.22	\$500.00
28	Robert L. & Sandra C. Strickland	Grandview	441,095.07	1,667.70	0.00	0.00	441,095.07	\$500.00
29	Bradley W. & Vickie L. Hollaway	Belton	294,030.00	5,035.60	0.00	0.00	294,030.00	\$500.00
30	Russell C. & Connie M. Cundiff	Belton	15,000.00	2,340.72	0.00	0.00	15,000.00	\$500.00
31	Michelle Drummond	Belton	16,500.00	1,050.00	0.00	0.00	16,500.00	\$500.00
32	Curtis W. & Jessica D. Mayes	Belton	16,500.00	1,160.30	0.00	0.00	16,500.00	\$500.00
33	Michael & Sherry L. Elbs	Belton	15,000.00	1,636.75	0.00	0.00	15,000.00	\$500.00
34	Violian L. Vaughn	Belton	31,500.00	3,524.52	0.00	0.00	31,500.00	\$500.00
35	Alea R. Smith	Belton	16,500.00	942.26	0.00	0.00	16,500.00	\$500.00
36	Reid Hein	Belton	16,500.00	1,524.26	0.00	0.00	16,500.00	\$500.00
37	Lonnie D. Amber	Belton	16,500.00	850.22	0.00	0.00	16,500.00	\$500.00
38	Mary Carol Schmidt	Belton	16,500.00	840.22	0.00	0.00	16,500.00	\$500.00
39	Jenny L. Woodward	Belton	31,500.00	823.40	0.00	376.91	31,123.09	\$500.00
40	Richard L. & Konnie K. Howe	Belton	16,500.00	2,165.90	0.00	354.75	16,145.25	\$500.00
41	Patrick Clark Ray Jr	Belton	22,000.00	2,406.30	0.00	0.00	22,000.00	\$500.00
42	John Hunter	Belton	38,000.00	3,834.55	0.00	0.00	38,000.00	\$500.00
43	Grace & Glory Gospel Society	Belton	37,400.00	2,214.16	0.00	0.00	37,400.00	\$500.00
44	Steven M. Barkley	Belton	18,700.00	4,101.93	0.00	288.08	18,411.92	\$500.00
45	Harvey E. Powell	Belton	18,700.00	2,955.76	0.00	762.04	17,937.96	\$500.00
46	Ray N. Smith	Belton	18,700.00	2,593.18	0.00	762.43	17,937.57	\$500.00
47	Ramona L. Roberts	Belton	18,700.00	2,250.29	0.00	783.45	17,916.55	\$500.00
48	Lola S. Kreisel	Belton	784,080.00	9,643.80	872.14	1,753.80	782,326.20	\$500.00
49	Century Concrete Inc.	Belton	392,040.00	786.63	0.00	0.00	392,040.00	\$500.00
								\$26,600.00