



**CITY OF BELTON
CITY COUNCIL
REGULAR MEETING
TUESDAY, AUGUST 25, 2015 – 7:00 PM
CITY HALL ANNEX
520 MAIN STREET
AGENDA**

- I. CALL REGULAR MEETING TO ORDER
- II. PLEDGE OF ALLEGIANCE
- III. ROLL CALL

IV. CONSENT AGENDA

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

- A. Motion approving the minutes of the August 11, 2015, City Council regular meeting.

Page 9

- B. Motion approving the July 2015 Police Judge’s Report.

Page 17

- C. Motion approving the purchase of two 2015 Ford police Interceptor Sedans for \$25,342 each and two 2015 Ford police interceptor utility vehicles for \$26,987 each.

This purchase is within budget.

Paperwork attached.

Page 33

- D. Motion approving a car show for Downtown Belton Main Street, Inc and to close Main Street from Chestnut to Hackberry on Sunday, October 4, 2015, from 11:00 a.m. – 5:00 p.m.

This car show was originally scheduled in June and was canceled.

V. PERSONAL APPEARANCES

VI. ORDINANCES

- A. Motion approving final reading of Bill No. 2015-56, as amended:

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

First reading was passed on July 28, 2015. There have been some changes made. This ordinance will need the amendment approved before final reading.

Paperwork attached.

Page 53

- B. Motion approving final reading of Bill No. 2015-59:

AN ORDINANCE READOPTING ORDINANCE NO. 91-2073, AS AMENDED, ESTABLISHING A PROCEDURE TO DISCLOSE POTENTIAL CONFLICT OF INTEREST AND SUBSTANTIAL INTEREST FOR CERTAIN MUNICIPAL OFFICIALS.

Ordinance previously distributed.

- C. Motion approving final reading of Bill No. 2015-60:

AN ORDINANCE LEVYING AND FIXING THE RATE OF TAX FOR MUNICIPAL PURPOSES, FOR THE PARK FUND, AND THE DEBT SERVICE FUND FOR FISCAL YEAR 2016.

Ordinance previously distributed.

- D. Motion approving final reading of Bill No. 2015-61:

AN ORDINANCE AMENDING APPENDIX B, TABLE 3. – SCHOOL STOP INTERSECTIONS AND APPENDIX B, TABLE 5. – SCHOOL ZONES OF THE CODE OF ORDINANCES OF THE CITY OF BELTON.

Ordinance previously distributed.

- E. Motion approving final reading of Bill No. 2015-62:

AN ORDINANCE APPROVING A CONTRACT TO PYRAMID EXCAVATION FOR THE CEDAR TREE LIFT STATION ABANDONMENT PROJECT.

Ordinance previously distributed.

- F. Motion approving final reading of Bill No. 2015-63:

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF A SANITARY SEWER DEDICATION AGREEMENT WITH COVENTRY REALTY, LLC FOR THE PURPOSE OF PROVIDING IMPROVED SANITARY SEWER SERVICE TO FAIRWAY RIDGE SUBDIVISION RESIDENTS.

Ordinance previously distributed.

- G. Motion approving final reading of Bill No. 2015-64:
AN ORDINANCE APPROVING A CONTRACT TO REDFORD CONSTRUCTION FOR THE MARKEY PARKWAY SANITARY SEWER PHASE II PROJECT.

Ordinance previously distributed.

- H. Motion approving first reading of Bill No. 2015-66:
AN ORDINANCE APPROVING A SPECIAL USE PERMIT TO ALLOW A DIGITAL MONUMENT SIGN FOR TRANSWEST TRUCK TRAILER & RV, ON PROPERTY ZONED C-2 (GENERAL COMMERCIAL), AND LOCATED AT 17327 S. OUTER ROAD, BELTON, MISSOURI.

Paperwork attached.

Page 61

- I. Motion approving both readings of Bill No. 2015-67:
AN ORDINANCE APPROVING THE RATIFICATION OF TASK AGREEMENT #20 WITH OLSSON ASSOCIATES FOR MATERIALS TESTING FOR THE WASTEWATER TREATMENT FACILITY AND IPS SITE IMPROVEMENTS PROJECT IN THE NOT-TO-EXCEED AMOUNT OF \$24,978.00.

Paperwork attached.

Page 69

- J. Motion approving first reading of Bill No. 2015-68:
AN ORDINANCE APPROVING THE CONTRACT WITH SAK CONSTRUCTION, LLC FOR THE CURED IN PLACE PIPE TECHNOLOGY (CIPP) 18-INCH SANITARY SEWER LINING PROJECT FROM CLEVELAND TO CAMBRIDGE IN A NOT TO EXCEED AMOUNT OF \$185,540.25.

Paperwork attached.

Page 81

- K. Motion approving first reading of Bill No. 2015-69:
AN ORDINANCE APPROVING AN AMENDMENT TO THE CITY'S ZONING MAP, FROM M-1 (LIGHT MANUFACTURING) TO C-2 (GENERAL COMMERCIAL), FOR A 2.28-ACRE TRACT OF LAND, LOCATED ON SOUTH PECULIAR DRIVE, JUST NORTH OF CUNNINGHAM INDUSTRIAL PARKWAY, IN THE CITY OF BELTON, CASS COUNTY, MISSOURI.

Paperwork attached.

Page 101

- L. Motion approving first reading of Bill No. 2015-70:
AN ORDINANCE APPROVING THE FINAL PLAT OF TEXAS ROADHOUSE, A RESTAURANT DEVELOPMENT, LOCATED ON A 2.28-ACRE TRACT OF LAND, LOCATED ON THE WEST SIDE OF PECULIAR DRIVE, DIRECTLY NORTH OF CUNNINGHAM INDUSTRIAL PARKWAY, IN THE CITY OF BELTON, CASS COUNTY, MISSOURI.

Paperwork attached.

Page 109

- M. Motion approving first reading of Bill No. 2015-71:
AN ORDINANCE APPROVING A FINAL DEVELOPMENT PLAN FOR TEXAS ROADHOUSE, A RESTAURANT DEVELOPMENT, ON A 2.28-ACRE TRACT OF LAND, LOCATED ON THE WEST SIDE OF PECULIAR DRIVE, DIRECTLY NORTH OF CUNNINGHAM INDUSTRIAL PARKWAY, CITY OF BELTON, CASS COUNTY, MISSOURI.

Paperwork attached.

Page 115

- N. Motion approving both readings of Bill No. 2015-72:
AN ORDINANCE APPROVING THE RIGHT OF WAY APPRAISAL AGREEMENT WITH VALBRIDGE PROPERTY ADVISORS FOR 155TH STREET WIDENING PROJECT.

Paperwork attached.

Page 125

- O. Motion approving both readings of Bill No. 2015-73:
AN ORDINANCE APPROVING THE RIGHT OF WAY REVIEW APPRAISAL AGREEMENT WITH DM MILLIN & ASSOCIATES FOR THE 155TH STREET WIDENING PROJECT.

Paperwork attached.

Page 141

- P. Motion approving both readings of Bill No. 2015-74:
AN ORDINANCE APPROVING THE NEGOTIATOR SERVICES AGREEMENT WITH ORRICK & ERSKINE, L.L.P. FOR 155TH STREET WIDENING PROJECT.

Paperwork attached.

Page 159

- Q. Motion approving both readings of Bill No. 2015-75:
AN ORDINANCE DETERMINING AND DECLARING THE NECESSITY OF ACQUIRING FOR PUBLIC USE TEMPORARY CONSTRUCTION, PERMANENT EASEMENTS, AND RIGHT-OF-WAY FOR THE CONSTRUCTION AND MAINTENANCE OF ROAD IMPROVEMENTS RELATED TO THE 155TH STREET WIDENING PROJECT GENERALLY LOCATED IN SECTION 1, TOWNSHIP 46 NORTH, RANGE 33 WEST, ALL IN THE CITY OF BELTON, CASS COUNTY, MISSOURI; AUTHORIZING THE CITY AND ITS DESIGNEES TO NEGOTIATE FOR THE PURPOSE OF ACQUIRING THE EASEMENTS BY CONTRACT OR CONDEMNATION; AND AUTHORIZING THE CITY ATTORNEY AND ITS DESIGNEES TO INSTITUTE CONDEMNATION PROCEEDINGS IF SUCH INTERESTS IN LAND CANNOT BE ACQUIRED BY PURCHASE THROUGH GOOD FAITH NEGOTIATIONS.

Paperwork attached.

Page 177

VII. RESOLUTIONS

- A. Motion approving Resolution R2015-38:
A RESOLUTION APPROVING CHANGE ORDER #1 WITH SUPERIOR BOWEN ASPHALT COMPANY LLC AND INCREASING CONTRACT #225-2015-1 IN THE AMOUNT OF \$50,400 FOR THE PURPOSE OF COMPLETING REPAIRS TO CENTRAL AVENUE FROM Y HIGHWAY TO LILLARD AVENUE.

Paperwork attached.

Page 219

VIII. CITY COUNCIL LIAISON REPORTS

IX. MAYOR'S COMMUNICATIONS

X. CITY MANAGER'S REPORT

XI. MOTIONS

- A. Motion authorizing the Mayor to sign IRS Form 8038-GC to report the lease purchase of one new RTU compressor by the Park Board in the amount of \$27,950, dated 7/23/2015 and IRS Form 8038-G to report the lease purchase of fitness equipment by the Park Board in the amount of \$136,184.96, dated 4/16/2015.

Paperwork attached.

Page 225

XII. OTHER BUSINESS

XIII. Motion to enter Executive Session to discuss matters pertaining to leasing, purchase or sale of real estate by a public governmental body, according to Missouri Statute 610.021.2, to discuss matters pertaining to hiring, firing, disciplining or promoting of particular employees by a public governmental body, according to Missouri Statute 610.021.3, and to discuss matters pertaining to Legal Actions, according to Missouri Statute 610.021.1, and that the record be closed.

XIV. ADJOURN

SECTION IV
A

**MINUTES OF THE
BELTON CITY COUNCIL
PUBLIC HEARING AND REGULAR MEETING
AUGUST 11, 2015
CITY HALL ANNEX
520 MAIN STREET, BELTON, MISSOURI**

Mayor Davis called the public hearing to order at 7:00 P.M.

This hearing was held to receive public input regarding property tax rates proposed to be set by the City of Belton for the fiscal year beginning April 1, 2015, and ending March 31, 2016.

There was no public input.

Mayor Davis closed the public hearing at 7:01 P.M.

Mayor Davis called the regular meeting to order at 7:01 P.M.

Councilman Hoag led the Pledge of Allegiance to the Flag.

Councilmen present: Mayor Jeff Davis, Councilmen Jeff Fletcher, Al Hoag, Bob Newell, Tim Savage, Chet Trutzel, and Dean VanWinkle. Absent: Councilmen Gary Lathrop and Scott Von Behren. Also present were Aaron March, City Attorney; Ron Trivitt, City Manager; and Andrea Cunningham, Executive Secretary.

CONSENT AGENDA:

Councilman Hoag moved to approve the consent agenda consisting of a **motion approving the minutes of the July 28, 2015, City Council regular meeting; a motion approving the purchase of Vista Body Worn Video Systems from WatchGuard for the Police Department; and a motion to approve the City's participation in a one year contract extension by and between Mid-America Regional Council/ Kansas City Regional Purchasing Cooperative, and Affiliated Auctioneers, LLC until 8/15/2016.** Councilman Newell seconded. All present voted in favor. Councilmen Lathrop and Von Behren absent. Consent agenda approved.

PERSONAL APPEARANCES:

Bill Peek, police officer, 7001 E 163rd St, made comments regarding the upcoming personnel code amendment ordinance. From the Officer's Association view, I think it's fair what's being proposed for the three officers who are affected now. Going forward, we may need to put something else in place for merit or step increases. Lee's Summit police department has evaluations based on calendar year. They get their step or merit increase on January 1 (their budget year is January-December). If promotions happen afterward, they still get their step increase. In our case, everyone would get merit increase on April 1 with their evaluation and then with any promotions. The Mayor told Mr. Peek, if he'd like to talk at the next work session about this, let the clerk know. Councilman Hoag addressed Mr. Peel saying, so everyone would get an annual merit raise, and then a promotional raise could come anytime. The Mayor said if there are questions, please get them to staff.

ORDINANCES:

Andrea Cunningham, Executive Secretary, gave the final reading of Bill No. 2015-51, as amended: **AN ORDINANCE APPROVING THE RIGHT OF WAY APPRAISAL AGREEMENT WITH BLISS ASSOCIATES FOR A PORTION OF THE MULLEN ROAD AND NORTH CASS PARKWAY PROJECT.** Presented by Councilman Trutzel, seconded by Councilman Fletcher. It was noted there were some corrections made to the ordinance, there were no changes made to the supporting material previously distributed. So a motion to amend the changes is necessary. **Councilman Newell moved to amend the final reading.** Councilman Hoag seconded. All present voted in favor of the amendment. Councilman Lathrop and Von Behren absent. Vote on the final reading, as amended, was then recorded; Ayes: 7, Councilmen Newell, Savage, Hoag, Fletcher, Mayor Davis, Councilmen Trutzel, and VanWinkle; Noes: None; Absent: 2, Councilmen Lathrop and Von Behren. Bill No. 2015-51 was declared passed and in full force and effect as Ordinance No. 2015-4117, subject to Mayoral veto.

Andrea Cunningham, Executive Secretary, gave the final reading of Bill No. 2015-52, as amended: **AN ORDINANCE APPROVING THE NEGOTIATOR SERVICES AGREEMENT WITH BLISS ASSOCIATES FOR A PORTION OF THE MULLEN ROAD AND NORTH CASS PARKWAY PROJECT.** Presented by Councilman Trutzel, seconded by Councilman Hoag. It was noted there were some corrections made to the ordinance, there were no changes made to the supporting material previously distributed. So a motion to amend the changes is necessary. **Councilman Hoag moved to amend the final reading.** Councilman Trutzel seconded. All present voted in favor of the amendment. Councilman Lathrop and Von Behren absent. Vote on the final reading, as amended, was then recorded; Ayes: 7, Councilmen Newell, Savage, Hoag, Fletcher, Mayor Davis, Councilmen Trutzel, and VanWinkle; Noes: None; Absent: 2, Councilmen Lathrop and Von Behren. Bill No. 2015-52 was declared passed and in full force and effect as Ordinance No. 2015-4118, subject to Mayoral veto.

Andrea Cunningham, Executive Secretary, gave the final reading of Bill No. 2015-55: **AN ORDINANCE APPROVING AN AMENDMENT TO THE CITY'S ZONING MAP, FROM R-1 (SINGLE-FAMILY RESIDENTIAL) TO R-3 (MULTI-FAMILY RESIDENTIAL), FOR A 1.0-ACRE TRACT OF LAND, LOCATED ON THE NORTH SIDE OF MINNIE AVENUE, JUST EAST OF LILLARD AVENUE, ADDRESSED AS 600 MINNIE AVENUE, IN THE CITY OF BELTON, CASS COUNTY, MISSOURI.** Presented by Councilman Savage, seconded by Councilman Fletcher. The Council was polled and the following vote recorded; Ayes: 7, Councilmen VanWinkle, Fletcher, Hoag, Trutzel, Newell, Mayor Davis, and Councilman Savage; Noes: None; Absent: 2, Councilmen Lathrop and Von Behren. Bill No. 2015-55 was declared passed and in full force and effect as Ordinance No. 2015-4119, subject to Mayoral veto.

Andrea Cunningham, Executive Secretary, gave the final reading of Bill No. 2015-56: **AN ORDINANCE AMENDING CHAPTER 2, ARTICLE II, DIVISION 4 – PERSONNEL CODE, OF THE CODE OF ORDINANCES FOR THE CITY OF BELTON, MISSOURI.** Councilman Hoag moved to postpone the final reading. Councilman Savage seconded. All voted in favor. Councilmen Lathrop and Von Behren absent. Motion to postpone carried.

Andrea Cunningham, Executive Secretary, gave the final reading of Bill No. 2015-58: **AN ORDINANCE APPROVING A SPECIAL USE PERMIT TO ALLOW A HOME CHILD CARE ON PROPERTY ZONED R-1 (SINGLE-FAMILY RESIDENTIAL), AND LOCATED AT 311 MANOR DRIVE, BELTON, MISSOURI.** Presented by Councilman Savage seconded by

Councilman Trutzel. The Council was polled and the following vote recorded; Ayes: 7, Councilman VanWinkle, Mayor Davis, Councilmen Hoag, Newell, Trutzel, Fletcher, and Savage; Noes: None; Absent: 2, Councilmen Lathrop and Von Behren. Bill No. 2015-58 was declared passed and in full force and effect as Ordinance No. 2015-4120, subject to Mayoral veto.

Andrea Cunningham, Executive Secretary, read Bill No. 2015-59: **AN ORDINANCE READOPTING ORDINANCE NO. 91-2073, AS AMENDED, ESTABLISHING A PROCEDURE TO DISCLOSE POTENTIAL CONFLICT OF INTEREST AND SUBSTANTIAL INTEREST FOR CERTAIN MUNICIPAL OFFICIALS.** Presented by Councilman Savage, seconded by Councilman Hoag. Councilman Hoag asked was this is. Mayor Davis said it is required to be adopted biannually by the Missouri Ethics Commission. Vote on the first reading was recorded; Ayes: 7, Councilman Trutzel, Mayor Davis, Councilmen Hoag, Newell, VanWinkle, Savage, and Fletcher; Noes: None; Absent: 2, Councilmen Lathrop and Von Behren. First reading passed.

Andrea Cunningham, Executive Secretary, read Bill No. 2015-60: **AN ORDINANCE LEVYING AND FIXING THE RATE OF TAX FOR MUNICIPAL PURPOSES, FOR THE PARK FUND, AND THE DEBT SERVICE FUND FOR FISCAL YEAR 2016.** Presented by Councilman Trutzel, seconded by Councilman VanWinkle. Vote on the first reading was recorded; Ayes: 7, Councilmen Newell, Hoag, Mayor Davis, Councilmen Trutzel, Savage, VanWinkle, and Fletcher; Noes: None; Absent: 2, Councilmen Lathrop and Von Behren. First reading passed.

Andrea Cunningham, Executive Secretary, read Bill No. 2015-61: **AN ORDINANCE AMENDING APPENDIX B, TABLE 3. – SCHOOL STOP INTERSECTIONS AND APPENDIX B, TABLE 5. – SCHOOL ZONES OF THE CODE OF ORDINANCES OF THE CITY OF BELTON.** Presented by Councilman Savage, seconded by Councilman Hoag. The Mayor asked Police Chief Person if this is ok. Chief Person indicated that when the transportation division did the most recent school zone study some were missed. This amendment just brings everything in line where it should be. Councilman Newell said the crosswalk signs are small. They can't be seen until you are right up on them. The lettering is too small. Chief Person said they are standard size and David Frazier, Street Division Superintendent concurred. Chief Person said the signs are only in effect when kids are in the crosswalk. Jeff Fisher, Public Works Director, said they will look at this again, but they are standard size. Councilman Trutzel suggested the public should be reminded again about the signs and what they mean. Vote on the first reading was recorded; Ayes: 7, Councilmen Savage, Hoag, Fletcher, Trutzel, Newell, VanWinkle, and Mayor Davis; Noes: None; Absent: 2, Councilmen Lathrop and Von Behren. First reading passed.

Andrea Cunningham, Executive Secretary, read Bill No. 2015-62: **AN ORDINANCE APPROVING A CONTRACT TO PYRAMID EXCAVATION FOR THE CEDAR TREE LIFT STATION ABANDONMENT PROJECT.** Presented by Councilman Hoag, seconded by Councilman Savage. Councilman Savage asked if this bid was put out traditionally. Jeff Fisher said it was. He said vendors have suggested different products, but staff wants a traditional method. Councilman Savage suggested staff should be open for different brands/products, if they work. Jeff Fisher said staff has seen failure in the other ones. Vote on the first reading was recorded; Ayes: 7, Councilmen Savage, Fletcher, Hoag, VanWinkle, Newell, Mayor Davis, and Councilman Trutzel; Noes: None; Absent: 2, Councilmen Lathrop and Von Behren. First reading passed.

Andrea Cunningham, Executive Secretary, read Bill No. 2015-63: **AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF A SANITARY SEWER DEDICATION AGREEMENT WITH COVENTRY REALTY, LLC FOR THE PURPOSE OF PROVIDING IMPROVED SANITARY SEWER SERVICE TO FAIRWAY RIDGE**

SUBDIVISION RESIDENTS. Presented by Councilman Hoag, seconded by Councilman Trutzel. Jeff Fisher said we did some field work, so this is more than the original counteroffer. The Mayor said there is a provision in the agreement where we can terminate. Councilman Savage said this has been off again, on again. Vote on the first reading was recorded; Ayes: 7, Councilmen Savage, Newell, Hoag, Trutzel, Fletcher, Mayor Davis, and Councilman VanWinkle; Noes: None; Absent: 2, Councilmen Lathrop and Von Behren. First reading passed.

Andrea Cunningham, Executive Secretary, read Bill No. 2015-64: **AN ORDINANCE APPROVING A CONTRACT TO REDFORD CONSTRUCTION FOR THE MARKEY PARKWAY SANITARY SEWER PHASE II PROJECT.** Presented by Councilman Hoag, seconded by Councilman Savage. Vote on the first reading was recorded; Ayes: 7, Councilmen Trutzel, Newell, VanWinkle, Savage; Mayor Davis; Councilmen Fletcher and Hoag; Noes: None; Absent: 2, Councilmen Lathrop and Von Behren. First reading passed.

Andrea Cunningham, Executive Secretary, read Bill No. 2015-65: **AN ORDINANCE AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$2,718,000 PRINCIPAL AMOUNT OF WATERWORKS REVENUE BONDS (STATE OF MISSOURI – DIRECT LOAN PROGRAM) SERIES 2015 OF THE CITY OF BELTON, MISSOURI, FOR THE PURPOSE OF EXTENDING AND IMPROVING THE CITY’S WATERWORKS SYSTEM; PRESCRIBING THE FORM AND DETAILS OF THE BONDS AND THE AGREEMENTS MADE BY THE CITY TO FACILITATE AND PROTECT THEIR PAYMENT AND PRESCRIBING OTHER RELATED MATTERS.** Presented by Councilman Hoag, seconded by Councilman Trutzel. Vote on the first reading was recorded; Ayes: 7, Councilman Hoag, Mayor Davis, Councilmen Newell, VanWinkle, Fletcher, Savage, and Trutzel; Noes: None; Absent: 2, Councilmen Lathrop, and Von Behren. **Councilman Savage moved to hear the final reading,** Councilman Newell seconded. All present voted in favor. The final reading was read. Presented by Councilman Hoag, seconded by Councilman Savage. The Council was polled and the following vote recorded; Ayes: 7, Councilmen Fletcher, VanWinkle, Savage, Mayor Davis, Councilmen Hoag, Newell and Trutzel; Noes: None; Absent: 2, Councilmen Lathrop and Von Behren. Bill No. 2015-65 was declared passed and in full force and effect as Ordinance No. 2015-4121, subject to Mayoral veto.

RESOLUTIONS:

Andrea Cunningham, Executive Secretary, read Resolution R2015-36: **A RESOLUTION APPROVING A CHANGE ORDER TO THE INSITUFORM TECHNOLOGIES CIPP 36-INCH SANITARY SEWER INTERCEPTOR PROJECT CONTRACT.** Presented by Councilman Hoag, seconded by Councilman Savage. Vote on the resolution was recorded and all voted in favor. Councilmen Lathrop and Von Behren absent. Resolution passed.

Andrea Cunningham, Executive Secretary, read Resolution R2015-37: **A RESOLUTION APPROVING A BUDGET AMENDMENT TO THE TRANSPORTATION DIVISIONS FY2016 BUDGET AND APPROVING TASK AGREEMENT #2015-1 WITH SUPERIOR BOWEN ASPHALT COMPANY, LLC FOR THE PURPOSE OF COMPLETING ASPHALT BASE REPAIRS.** Presented by Councilman Hoag, seconded by Councilman Trutzel. Councilman Savage asked Jeff Fisher if his department can’t take care of these types of things. Jeff Fisher said the participation in the cost share program has been greater than anticipated. This is also due to weather. Vote on the resolution was recorded and all voted in favor. Councilmen Lathrop and Von Behren absent. Resolution passed.

MAYOR'S COMMUNICATIONS:

The Fall Festival is September 11-12. Contact Sally Smith if you can volunteer to help. They need volunteers to help with the Chamber steak fry this Friday – 2:30pm check in; 3:00pm tee off at Eagle's Landing; 5:30pm steak fry.

Chief Person said the Park Department is hosting a concert this Friday and Gail's Harley Davidson is delivering the flag at 7:00pm.

CITY MANAGER'S REPORT:

Jeff Fisher reported on the DNR wastewater contract. It will be a \$25,000 task agreement with Olsson and Associates. He asked the Council for consensus tonight to move forward and he will provide the paperwork at the next meeting. The Council agreed.

Norman Larkey, Fire Chief, reported on the acquisition of vehicles/equipment. They are looking at December-January for the trucks, September-October for the ambulance. Staff vehicles are in service. We got the utility truck yesterday. The laptops are coming. The gas monitors are in.

OTHER BUSINESS:

Councilman Trutzel reported he received a positive comment from someone about the curb work being done. He also said he was told that in some small cities they set up parking spots for RVs with water/electric hook up. The RV owner pays for the utilities. Maybe we can do this too.

The Mayor reported that public works was doing a project on Second Street and a homeowner said his front steps to his house were now in the ditch. Jeff Fisher said he will look into this.

Councilman Hoag reported the house renovation on Third Street is going well.

The Mayor reported that lots of code violation complaints are coming in. He asked the Councilmen to watch in their ward. Councilman Hoag asked for a list of who gets what type of complaint – code enforcement or inspectors? Jay Leipzig, Community Development Director, said if it's attached to the structure, send it to the inspectors; if it's something in the yard (junk, trash, debris, grass, weeds), send it to code enforcement. The two departments work together, but this is a good place to start. Chief Person also said they can leave a message for Don Spears or himself. Or call dispatch and make a complaint.

Being no further business, Councilman Savage moved to adjourn at 7:45 P.M. Councilman Newell seconded. All voted in favor. Meeting adjourned.



Andrea Cunningham, Executive Secretary

Jeff Davis, Mayor

SECTION IV
B

THE ATTACHED REPORT REPRESENTS A TRUE AND ACCURATE COPY OF COURT PROCEEDINGS HELD

**COURT DATES: 7/8/15; 7/15/15; 7/22/15;
7/29/15**


MUNICIPAL JUDGE

8/4/15

DATE

**IN ACCORDANCE WITH COURT OPERATING RULE 4.29
THE ATTACHED MUNICIPAL DIVISION SUMMARY
REPORT FOR MONTH OF JULY 2015 WAS PRESENTED
AND REVIEWED BY CITY COUNCIL AS REQUIRED.**

CITY CLERK

DATE



My Filed Or Closed Cases Listing

Belton

8/4/2015 2:19:21 PM

Totals For Filed Date From 07/01/2015 To 07/31/2015

Posted Fee Totals For Transaction Date From 07/01/2015 To 07/31/2015

Violations By Filed Date

City Ordinance	242
IPMC CODE	23
MOVING TRAFFIC	358
Parking	4
Traffic	91
UNIFIED DEVELOPMENT CODE	2
Total Violations Filed:	720

Violations Completed-Paid Fines By Filed Date

CL-CLOSED FOUND GUILTY

City Ordinance	29
IPMC CODE	2
MOVING TRAFFIC	113
Parking	2
Traffic	62
CL	208
Total Violations Completed-Paid Fines:	208

Violations Completed-Before Judge By Filed Date

CL-CLOSED FOUND GUILTY

City Ordinance	85
IPMC CODE	1
MOVING TRAFFIC	45
Parking	2
Traffic	99



My Filed Or Closed Cases Listing

Belton

8/4/2015 2:19:21 PM

Totals For Filed Date From 07/01/2015 To 07/31/2015

Posted Fee Totals For Transaction Date From 07/01/2015 To 07/31/2015

Violations Completed-Before Judge By Filed Date

UNIFIED DEVELOPMENT CODE	1	
CL		233

DC-Dismissed by Complainant

City Ordinance	5	
DC		5

DI-CLOSED BY SIS

City Ordinance	5	
IPMC CODE	1	
MOVING TRAFFIC	5	
UNUSED	1	
DI		12

DP-Dismissed by Prosecutor

City Ordinance	21	
IPMC CODE	1	
MOVING TRAFFIC	55	
Parking	5	
Traffic	4	
DP		86

DW-DISMISSED NO WITNESS

City Ordinance	6	
DW		6

DX-FOUND NOT GUILTY AT TRIAL

City Ordinance	2	
MOVING TRAFFIC	65	



My Filed Or Closed Cases Listing

Belton

8/4/2015 2:19:21 PM

Totals For Filed Date From 07/01/2015 To 07/31/2015

Posted Fee Totals For Transaction Date From 07/01/2015 To 07/31/2015

Violations Completed-Before Judge By Filed Date

Traffic	4	
DX		71
Total Violations Completed-Before Judge:		413

Violations Completed-Other By Filed Date

DO-DISMISSED BY OFFICER

City Ordinance	6	
IPMC CODE	4	
MOVING TRAFFIC	2	
UNUSED	3	
DO		15

VD-Voided Docket

City Ordinance	3	
IPMC CODE	1	
Traffic	3	
VD		7
Total Violations Completed-Paid Fines:		22



My Filed Or Closed Cases Listing

Belton

8/4/2015 2:19:21 PM

Totals For Filed Date From 07/01/2015 To 07/31/2015

Posted Fee Totals For Transaction Date From 07/01/2015 To 07/31/2015

Total Violations Completed-Paid Fines:	208
Total Violations Completed-Before Judge:	413
Total Violations Completed-Before Jury:	0
Total Violations Completed-Before Teen Court:	0
Total Violations Completed-Other:	22
<hr/>	
Total Violations Completed:	643
Total Violations Filed:	720
<hr/>	
Net Difference Filed - Completed:	77

Warrants Issued

City Ordinance	186		
MOVING TRAFFIC	102		
Traffic	47		
Total Warrants Issued:	335	Total Violations:	335

Warrants Cleared

City Ordinance	128		
MOVING TRAFFIC	83		
Traffic	21		
UNUSED	2		
Total Warrants Cleared:	234	Total Violations:	234

Total Warrants Issued:	335
Total Warrants Cleared:	234
Net Difference:	101



My Filed Or Closed Cases Listing

Belton

8/4/2015 2:19:21 PM

Totals For Filed Date From 07/01/2015 To 07/31/2015

Posted Fee Totals For Transaction Date From 07/01/2015 To 07/31/2015

Violations Completed-Other Paid By Filed Date

AJ-SUSPENDED IMPOSITION OF SENTEN

IPMC CODE	5	
MOVING TRAFFIC	6	
AJ		11

AP-Appealed

City Ordinance	1	
MOVING TRAFFIC	1	
AP		2

BW-FTA ISSUED

MOVING TRAFFIC	1	
Traffic	2	
BW		3

CD-Completion date for school(s)

City Ordinance	1	
MOVING TRAFFIC	6	
CD		7

CL-CLOSED FOUND GUILTY

City Ordinance	3	
IPMC CODE	1	
MOVING TRAFFIC	4	
Traffic	2	
CL		10

CN-Continued Arraignment

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



My Filed Or Closed Cases Listing

Belton

8/4/2015 2:19:21 PM

Totals For Filed Date From 07/01/2015 To 07/31/2015

Posted Fee Totals For Transaction Date From 07/01/2015 To 07/31/2015

Violations Completed-Other Paid By Filed Date

MOVING TRAFFIC	6	
CN		9

DP-Dismissed by Prosecutor

City Ordinance	1	
DP		1

PP-Payment plan

City Ordinance	24	
IPMC CODE	1	
MOVING TRAFFIC	17	
Traffic	4	
UNUSED	5	
PP		51

RS-RESTITUTION DUE

MOVING TRAFFIC	1	
RS		1

VD-Voided Docket

MOVING TRAFFIC	1	
VD		1

VS-DIVERSION

City Ordinance	5	
IPMC CODE	1	
MOVING TRAFFIC	3	
Traffic	1	
VS		10



My Filed Or Closed Cases Listing

Belton

8/4/2015 2:19:21 PM

Totals For Filed Date From 07/01/2015 To 07/31/2015

Posted Fee Totals For Transaction Date From 07/01/2015 To 07/31/2015

Violations Completed-Other Paid By Filed Date

WI-Warrant Issued

City Ordinance	3	
MOVING TRAFFIC	2	
Traffic	1	
WI	6	
Total Violations Completed-Other Paid:	112	



My Filed Or Closed Cases Listing

Belton

8/4/2015 2:19:21 PM

Posted Fee Totals For Transaction Date From 07/01/2015 To 07/31/2015

Fee Code	Fee Description	Paid
BF (84)	BOND FORFEITURE	\$3,765.00
CC (76)	COURT COSTS	\$3,755.63
CN (CA)	COURT NOTIFCATION AUTOMATION	\$719.11
CVC2 (74)	CRIME VICTIMS CITY	\$138.38
CVS2 (CV)	CRIME VICTIMS STATE	\$2,745.05
DM (82)	DOMESTIC VIOLENCE	\$748.00
DWI (77)	DWI RECOVERY COST	\$500.00
FINE (76)	FINE	\$52,688.28
ILFC (83)	ILF- CITY	\$748.00
IS (IS)	INMATE SECURITY FUND	\$748.00
RST (RS)	RESTITUTION	\$100.00
SBF (84)	SURETY BOND FORFEITURE	\$1,000.00
SR (SR)	SHERIFF RETIREMENT	\$1,155.00
TFC (78)	TRAINING FUND CITY	\$748.00
TFS (81)	TRAINING FUND STATE	\$385.00

Report Totals:

\$69,943.45

MUNICIPAL DIVISION SUMMARY REPORTING FORM

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

I. COURT INFORMATION		Contact information same as last report <input type="checkbox"/>	
Municipality:	Belton	Reporting Period: 7/2015	
Mailing Address: 7001 E. 163rd St. Belton 64012		Software Vendor: Tyler Technologies	
Physical Address: 7001 E. 163rd St. Belton 64012		County: CASS COUNTY	Circuit: 17
Telephone Number (816) 331-2798		Fax Number: (816) 348-4439	
Prepared by: Laura Ellis	E-mail Address: beltoncourts@beltonpd.org		iNotes[X]
Municipal Judge(s) CHARLES C. CURRY		Prosecuting Attorney: WILLIAM N MARSHALL III	
II. MONTHLY CASELOAD INFORMATION		Alcohol and Drug Related Traffic	Other Traffic
		Non-Traffic Ordinance	
A. cases (citations / informations) pending at start of month		70	2,593
B. cases (citations / informations) filed		5	440
C. cases (citations / informations) disposed			
1. jury trial (Springfield, Jefferson County, and St. Louis County only)			
2. court / bench trial - GUILTY		0	0
3. court / bench trial - NOT GUILTY		0	68
4. plea of GUILTY in court		6	163
5. Violations Bureau Citations (i.e., written plea of guilty) and bond forfeitures by court order (as payment of fines / costs)		0	167
6. dismissed by court		1	4
7. <i>nolle prosequi</i>		0	62
8. certified for jury trial (not heard in the Municipal Division)		0	0
9. TOTAL CASE DISPOSITIONS		7	464
D. cases (citations / informations) pending at end of month [pending caseload = (A + B) - C9]		68	2,569
E. Trial de Novo and / or appeal applications filed		0	0
III. WARRANT INFORMATION (Pre and Post Disposition)		IV. PARKING TICKETS	
1. # issued during reporting period	335	# issued during period	0
2. # served/withdrawn during reporting period	234	<input checked="" type="checkbox"/> Court staff does not process parking tickets	
3. # outstanding at end of reporting period	1,484		
V. NET DISBURSEMENTS			
Fines	\$53,407.39	Restitution	\$100.00
Clerk/Court Fee (costs)	\$4,503.63	Parking ticket revenue (including penalties)	\$0.00
Judicial Education Fund (JEF) <input type="checkbox"/> Court does not retain funds for JEF	\$0.00	Bond forfeitures (paid to city)	\$4,765.00
Peace Officer Standards and Training (POST) Commission surcharge	\$385.00	Bond refunds	\$0.00
Crime Victims Compensation (CVC) Fund surcharge	\$2,883.43	Total Other disbursements Use the Supplemental to itemize and enter the total here	\$500.00
Law Enforcement Training (LET) Fund surcharge	\$748.00		
Domestic Violence Shelter surcharge	\$748.00	Total Disbursements	\$69,943.45
Inmate Prisoner Detainee Security Fund surcharge	\$748.00		
Sheriffs' Retirement Fund surcharge	\$1,155.00		

**MUNICIPAL DIVISION SUMMARY REPORTING FORM
Supplemental**

Section V. NET DISBURSEMENTS

Total Other disbursements. Enter additional surcharges and/or fees disbursed by the court not listed on the MUNICIPAL DIVISION SUMMARY REPORTING FORM. Use additional forms if necessary and enter the total on the Total Other disbursements line on the MUNICIPAL DIVISION SUMMARY REPORTING FORM. (Examples include, but are not limited to, arrest costs, witness fees, and board bill/jail costs.)

Other Disbursements	\$	\$ Amount
DWI RECOVERY COST	\$	\$500.00
Total for Other Disbursements	\$	\$500.00
Include this total amount under total Other disbursements on Municipal Division Summary Report		



BELTON MUNICIPAL COURT
7001 E 163RD ST
BELTON, MO 64012
816-331-2798 phone
816-331-3179 fax

facsimile transmittal

To: STATISTICS SECTION **Fax:** 573-526-0338

From: Laura Ellis **Date:** 8/4/2015

Re: MUN DIV REPORTING FORM **Pages:** 3 INCL THIS PAGE

CC:

Urgent For Review Please Comment Please Reply Please Recycle

ATTACHED IS THE JULY 2015 MUNICIPAL DIVISION REPORTING FORM FOR THE PERIOD JULY 1, 2015 THROUGH JULY 31, 2015 FOR THE BELTON MUNICIPAL COURT.

IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT THE COURT OFFICE AT (816)331-2798

**THANK YOU,
LAURA ELLIS**



MEMORY TRANSMISSION REPORT

TIME : 08-04-'15 13:40
FAX NO.1 : 816-331-3179
NAME : Belton Mun. Court

FILE NO. : 889
DATE : 08.04 13:39
TO : OSCA STATE RPT
DOCUMENT PAGES : 3
START TIME : 08.04 13:39
END TIME : 08.04 13:40
PAGES SENT : 3
STATUS : OK

*** SUCCESSFUL TX NOTICE ***

BELTON MUNICIPAL COURT
7001 E 163RD ST
BELTON, MO 64012
816-331-2798 phone
816-331-3179 fax

To: STATISTICS SECTION	Fax: 573-526-0338
From: Laura Ellis	Date: 8/4/2015
Re: MUN DIV REPORTING FORM	Pages: 3 INCL THIS PAGE
CC:	
<input type="checkbox"/> Urgent <input type="checkbox"/> For Review <input type="checkbox"/> Please Comment <input type="checkbox"/> Please Reply <input type="checkbox"/> Please Recycle	

ATTACHED IS THE JULY 2015 MUNICIPAL DIVISION REPORTING FORM FOR THE PERIOD JULY 1, 2015 THROUGH JULY 31, 2015 FOR THE BELTON MUNICIPAL COURT.

IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT THE COURT OFFICE AT (816)331-2798

**THANK YOU,
LAURA ELLIS**

CONFIDENTIAL

SECTION IV
C



**CITY OF BELTON
CITY COUNCIL INFORMATION FORM**

AGENDA DATE: August 25, 2015
 ASSIGNED STAFF: James R. Person, Chief of Police
 DEPARTMENT: Police

Approvals

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

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

ISSUE/REQUEST: Motion to purchase two (2) 2015 Ford Police Interceptor Sedan and two (2) 2015 For Police Interceptor Utility vehicle from Dick Smith Ford.

PROPOSED CITY COUNCIL MOTION: Approve the purchase of two (2) 2015 Ford Police Interceptor Sedan for \$25,342.00 each and two (2) 2015 Ford Police Interceptor Utility vehicle for \$26,987.00 from Dick Smith Ford for a total of \$104,658.00.

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

The City Council approved the amount of \$112,000.00 for the FY16 budget to purchase these 2015 vehicles. Two bids were received. One from Dick Smith Ford and the other from Max Motors. Comparing the two contracts, Dick Smith's bid was lower by \$13,568.00.

IMPACT / ANALYSIS:

FINANCIAL IMPACT

Contractor:	Dick Smith Ford
Amount of Request/Contract:	\$104,658.00
Amount Budgeted:	\$112,000.00
Funding Source:	010-440-495-7500
Additional Funds	\$
Funding Source	
Encumbered:	\$
Funds Remaining:	\$7,342.00

TIMELINE	Start:	Finish:
OTHER INFORMATION/UNIQUE CHARACTERISTICS:		

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

List of reference Documents Attached:

Memo from Sergeant Brad Swanson
 Bid from Dick Smith Ford
 Bid from Max Motors Ford



**Belton Police
Department**

Memo

To: Chief Person
From: Sgt. Brad Swanson
Date: 8/10/2015
Re: Vehicle Bids

The vehicle bids have been received and opened. The following is the outcome.

Dick Smith
For two sedans and two suvs \$104,658.00

Max Motors
For two sedans and two suvs \$118,226.00

I would recommend we go with Dick Smith Ford based both on the \$13,568.00 savings but also as they have had our last two vehicle contracts and we have experienced no problems or delays.

Respectfully,

A handwritten signature in black ink, appearing to be "BS", written over a horizontal line.

Sgt. Brad Swanson

2015 MACPP BID PAGES FOR 2015 POLICE SEDAN
 FOR ORDERS PLACED BY OCT 01, 2015, WILL BE 2015 MODELS

BELTON POLICE
 CHIEF JAMES A. PERSON

Item No. 34	Type: Ford Police Interceptor - Sedan	Model Year 2015	
		MEETS SPEC	
FEATURE	DESCRIPTION	BIDDER MUST COMPLETE	Mark Yes or No
		MFG'S CODE &/OR DESCRIPTION	Yes No
Description	Ford Police Interceptor - Sedan	Ford P2M, 500A, AWD	Y
Air Bags	Dual, front required	STD = safety concopy	Y
Air Bags 2	Side	STD	Y
Air Conditioning	Factory installed, best grade avail	STD	Y
Alternator	Minimum 220 amps output	220 amp	Y
Auxiliary Outlet	12 volt, factory installed	STD	Y
Axle (Rear)	Mfg. standard with police package	3.39	Y
Battery	Police grade, spcify amp & CCA	750 CCA 78A	Y
Body Style	Sedan, 4 door	STD	Y
Brake System	4 wheel, disc, power assist	STD	Y
Brakes	Anti-lock braking system (ABS)	STD	Y
Cooler-Power Steering	External cooler for power steering	STD	Y
Cooler-Transmission	Auxiliary heavy duty transmission	STD	Y
Door Locks	Power, all doors, factory installed	STD	Y
Door Switch	Deactivate door jam switch for interior lights	13C	Y
Drive Line	All wheel drive	P2M	Y
Engine	Min V-6, state liter & horsepower	3.7L V6 99K 305 HP	Y
Exhaust	Dual	STD	Y
Exterior	Non-street appearance	STD	Y
Floor Covering	Heavy duty vinyl front & rear (no carpet)	STD	Y
Foot Pedals	Adjustable	STD	Y
Gauges	Required	STD	Y
Glass	Tinted, all windows	Factory solar tint STD	Y
Heater/Defroster	Fresh air type: electric rear window defrost factory inst	STD	Y
Horn	Dual note horns required	STD	Y
Hour Meter		STD	Y
Interior - Charcoal	Interior color charcoal black	RW cloth front vinyl rear	Y
Keys	Each vehicle keyed individually (3 keys per vehicle)	Dealer	Y
Lights 1	Auxiliary dome, header mounted	STD	Y
Lights 2	Under hood light	STD	Y
Mirrors-Inside	Inside day/night	STD	Y
Mirrors-Outside	Outside dual remote type on left and right door	STD	Y
Noise Suppression	Noise suppression bonds-factory installed	20P	Y
Paint	One solid color - provide color chart	www.fleet.ford.com	Y
Passenger Volume	State in cu ft	103	Y
Radiator	Heavy duty cooling package	STD	Y
Radio	AM/FM with digital clock; rear window antenna	STD Antenna on roof	Y
Seals	Bucket, power driver, manual passenger, cloth	RW	Y
Spare Tire & Wheel	Conventional spare tire & wheel	STD	Y
Speedometer	Calibrated in 2 MPH increments	STD	Y
Spot Light	Factory installed, left side	21D	Y
Springs	Heavy duty front & rear springs,	STD	Y
Steering	Power	STD	Y
Steering Wheel	Tilt & cruise- factory installed	STD	Y
Sun Visors	Dual	STD	Y
Suspension	Stabilizer bars, shock absorbers	STD	Y
Tires-Front & Rear	All season, steel belted radials, W rated, state size	245/55R18 A/s BSW	Y
Transmission	Automatic, minimum 6 speed	44J 6sp Auto	Y
Trunk Opener	Electric or vacuum device located on dash	STD	Y
Warranty	Attach all manufacturer standard	See Warranty file	Y
Wheel Covers	Full-not hub caps	65L	Y
Windows	Power, all windows	STD	Y
Wipers	Intermittent	STD	Y
Wiring	Power distribution box	STD	Y

G1 Shadow Black

Upgrade to LED →

BID PRICING

TOTAL - FORD POLICE INTERCEPTOR SEDAN - Item No. 34

\$23,439 + →

You must enter pricing in the online bid page

BRUCE LOFTON
 DICK SMITH FORD INC
 COMMERCIAL SALES DEPT
 9505 E. 350 HIGHWAY
 RAYTOWN, MO 64133
 PHONE: 816-353-1495
 FAX # 816-358-4406

Item No. 34

Type: Ford Police Interceptor - Sedan (continued)

Model Year 2015

FEATURE	DESCRIPTION	BIDDER MUST COMPLETE MFG'S CODE &/OR DESCRIPTION	PRICE
OPTIONAL EQUIPMENT			
Alarm System	Perimeter Alarm requires key fob	59B + 60P	\$ 334
Alternative Fuel	Examples: Biodiesel, CNG, gasoline, propane	NA	\$
	State gallon equivalent compared to base fuel of this vehicle		\$
	998 on FWD only is FFV only in GreenStates (MO/KS not)		\$
			\$
			\$
	AMOUNT OF TAX CREDIT PROVIDED		\$
Ashtray	Auxiliary	NA	\$
Audio / Video 1	Rear view camera	77B	\$ 219
Audio / Video 2	SYNC Basic - voice activated communication	53M + 76R (reverse sensing required)	\$ 529
Audio / Video 3	Remappable (4) switches on steering wheel	47J without SYNC/47K with SYNC	\$ 140
Blind Spot Monitoring	BLIS - Blind spot monitoring with cross traffic alert	55B has manual fold/foated mirror was paid	\$ 439
Brake System	Heavy Duty power standard for model bid	STD	\$
Dark Car Feature	Courtesy lamp disable when any door is opened	13C included in base bid	\$ included
Daytime Running Lamps		942	\$ 44
Diagnostic Software & Cabling			
Engine	Rotunda VCM II, CFR, Cable & One-year software subscription	164-R9807	\$ 2700
Transmission		Included	\$
ABS Brakes		Included	\$
Electrical System		Included	\$
Body Module		Included	\$
Dog Dish Hub Caps	Small Wheel Covers - Small Factory	Doieto 65L	\$ 42
Door-Driver	Inside unlocks & opens driver door simultaneously		\$
Door-Rear	Inside rear doors inoperative	18G Locks Inoperative (all Locks Operable)	\$ 30 30
Door Panel	Ballistic quality, driver front door only	65E	\$ 1350
Doors	Driver and passenger front doors	65C	\$ 2740
Electronics Tray	w/o fan	62D	\$ 212
Engine Block Heater		4111	\$ 34
Engines	3.5L EcoBoost	99T	\$ 2797
			\$
			\$
Extended Warranty	Note: Both the Police Sedan & Utility come with an extended 5 year/100,000 miles Powertrain Warranty (60K is STD) with \$0 deductible	Ford - See Extended Warranty file	\$ cost + \$100
			\$
			\$
Floor Covering	Carpet	171	\$ 111
Floor Mats	Rubber/vinyl	Dealer front only	\$ 125
Gas Cap-Lockable		98K	\$ 18
Horn Wiring Kit	Wiring Kit	NA	\$
Interior Upgrade Pkg	Cloth rear seats, floor mats front & rear, carpet floor full floor console with unique police finish panels	12P + CW (black cloth front & rear)	\$ 348
Key Options	All vehicles keyed alike (fleet)	43E-1435X 43B-1284X 43D-0135X	\$ 45
	Coded to current entity key code	43F-0576X 43J-0511X 43C-1284X 43G-0155X	\$ 45
	Extra key price	Dealer	\$ 5.00
	Remote keyless entry key fob	60P	\$ 239
			\$
License Plate Bracket	Front	15J	\$ N/C

**GREG LOFTON
DICK SMITH FORD INC
COMMERCIAL SALES DEPT
9505 E. 350 HIGHWAY
RAYTOWN, MO 64133
PHONE: 816-353-1495
FAX # 816-358-4406**

Item No. 34

Type: Ford Police Interceptor - Sedan (continued)

Model Year 2015

FEATURE	DESCRIPTION	BIDDER MUST COMPLETE MFG'S CODE &/OR DESCRIPTION	PRICE
	<u>OPTIONAL EQUIPMENT</u>		
Light Bar, Pre-Wire	Factory wired	NA	\$
Lighting Packages - OEM	#1 - 2 front front integrated LED Lights (in headlamps)	661	\$ 769
	#2 - front headlamp / PI housing only amber, park-turn signals indicators, pre-drilled LED holes (does not include LED installed lights)	13P	\$ 107
	#3 - two rear integrated LED Lights (in tail lamps)	662	\$ 372
	#4 - rear lighting - 2 backlite flashing LED lights window mounted on each side of chinelip stop light; two decklid inner flashing LED lights	663	\$ 435
	#5 - trunk upfit package - rear console mounting plate, wiring harness (2 light cables supports up to 6 LED lights, two grill LED light cables, trunk power distribution box (PDB), two 50 amp battery and ground circuits in-trunk, one 10 amp siren/speaker circuits, trunk circulation fan, trunk electronics tray, pre-wiring for grill lamp, siren, and speaker)	854	\$ 839
	#6 - light controller package - includes content from the PI packages #4, plus: Whelen light controller (PCCBR), Whelen PCCBR light relay center (trunk mounted), light controller/relay center wiring, pre-wiring for grill lamp, siren, and speaker	855	\$ 1425
	#7 - Ready for the road package - includes content from the following PI packages #1, #2, #3, #4, #5, plus: Whelen cencom light controller, Whelen cencom relay center/siren amp (mounted on electronics tray), light controller/relay cencom wiring, grill LED lights, 100 watt siren/speaker, LH trunk storage boxes, 9 I/O digital serial cable (console to trunk), hidden door lock plunger/rear door handles inoperable	856	\$ 3199
Manuals	Service manuals	Helm CD	\$ 225
Mirrors 1	Outside: electric remote both sides	STD	\$
Mirrors 2	Outside: heated	54B	\$ 52
Paint		NA	\$
Rear Deck Warning	Warning light under deck lid	See 663 above	\$
Reverse Sensing		76R	\$ 269
Rust Proofing	State brand & warranty, certificate required	Undercoating Cal-Tax	\$ 225
Seats	Front bench with center arm rest	NA	\$
	Front bucket with power driver's seat	STD / POWER PASS Seat 61P	\$ STD / 285
	Front electric window side airbag	NA	\$
	Front cloth bucket, rear vinyl bench	RW in base bid	\$
	Front heavy duty construction, split bench, power	NA	\$
	Front and rear cloth, split bench	NA	\$
	Front and rear vinyl, split bench	NA	\$
Speaker	100 watt including bracket and pigtail	96P	\$ 289
Spot Lights	Driver only LED bulb	21I	\$ 360
	Driver & passenger LED bulb	21B	\$ 535
	Driver & passenger incandescent bulb	21P	\$ 342
Storage	Trunk equipment storage box or trunk pak		\$
	Trunk storage vault with lockable door	19T Or included in 856	\$ 109
	NEW for 2015 - Spotlight "prog" Driver's side / Dual side	21II / 21I	\$85 / \$160

**GREG LOFTON
DICK SMITH FORD INC
COMMERCIAL SALES DEPT
9505 E. 350 HIGHWAY
RAYTOWN, MO 64133
PHONE: 816-353-1495
FAX # 816-358-4406**

Item No. 34

Type: Ford Police Interceptor - Sedan (continued)

Model Year 2015

FEATURE	DESCRIPTION	BIDDER MUST COMPLETE	
		MFG'S CODE &/OR DESCRIPTION	PRICE
<u>OPTIONAL EQUIPMENT</u>			
Temporary Tag		Dealer	\$ NIC
Tires & Wheels		NA	\$
			\$
Traction Control		STD	\$
Trunk Circulation Fan	Mounted on package tray	97T or included in 854, 855 or 856	\$ 90
Vinyl Wrap 2-Tone Pkgs	#1-Roof vinyl, RH/LH front and rear doors vinyl	141	\$ 723
	#2-Roof vinyl, hood vinyl, decklid vinyl	142	\$ 723
	#3-Roof vinyl, RH/LH front doors vinyl	143	\$ 598
<u>Window-Rear</u>	<u>Rear window inoperative</u>	<u>97D</u>	<u>\$ 23</u>
<u>Window</u>	<u>Pre-wiring for grill lamp, siren, and speaker</u>	<u>51G or in 854, 855, 856 or 857</u>	<u>\$ 45</u>
Wing Kits	Complete Kit		\$
	Base Kit		\$
	Visibility Kit		\$
<u>OPTION DELETE</u>			
	Badge Delete (Police Interceptor Badge Only)	19D	\$ 0
	Deactivate door jam switch for interior lights	Delete 16C	\$ -13
	Door lock confirmation flash	Delete 13C	\$ -13
	Full carpet	Not in base bid	\$
	Full wheel cover	Delete 64L	\$ -44
	Noise suppression bonds	Delete 20P	\$ -75
	<u>Spot light - driver side</u>	Delete 21D	<u>\$ -170</u>

Requested LED

Other door options: Hidden Door Lock Plunger with rear Door Handles Operable - 63B \$122
 Hidden Door Lock Plunger with rear Door Handles Inoperable - 63P \$140

Front Wheel Drive P2L \$1925
 Police Wire Harness Connector Kit for Front 77E \$95
 Police Wire Harness Connector Kit for Rear (will need to make rear lighting solution to work) 51J \$120
 Side Marker LED Fender lights 96E \$218
 Scuff Guards (Protective wrap on front edge of both rear doors) 59E \$49

***SEE NEXT PAGE FOR MAINTENANCE PLAN AND MORE VINYL WRAP OPTIONS COSTS

NOTE: ANY OPTION NOT REQUESTED IN THIS ENTIRE BID - SEE PRICE LIST FIRST PRICING COLUMN FOR YOUR COST ON THAT OPTION. IF YOU CHOOSE AN OPTION REQUIRES ANOTHER OPTION WE WILL ADD THAT COST.

REAR CONSOLE PLATE 97D \$30
 \$25,342 EACH
 x 2
 \$50,684 TOTAL

Greg Lofton
 7/27/15

* I would suggest Heated Side Mirrors (549) for \$52

GREG LOFTON
 DICK SMITH FORD INC
 COMMERCIAL SALES DEPT
 9505 E. 350 HIGHWAY
 RAYTOWN, MO 64133
 PHONE: 816-353-1495
 FAX # 816-358-4406

2015 MACPP BID PAGES FOR POLICE EXPLORER AWD

BELTON POLICE
CHIEF JAMES A. PER

YOUR ORDERS WILL BE 2016 EXPLORERS

Item No. 35	Type: Ford Police Interceptor - Utility	BIDDER MUST COMPLETE	
		MFG'S CODE &/OR DESCRIPTION	MEETS SPEC Mark Yes or No Yes No
DESCRIPTION	Ford Police Interceptor - Utility ✓	K8A, 500A	Y
Air Bags	Dual, front required	STD - Roll over airbags + safety canopy	Y
Air Bags 2	Side	STD	Y
Air Conditioning	Factory installed, best grade avail	STD Front	Y
Alternator	Minimum 220 amps output	220 Amp	Y
Auxiliary Outlet	12 volt, factory installed	STD	Y
Axle (Rear)	Mfg standard with police package	3.65	Y
Battery	Police grade, specify amp & CCA	750 CCA 75A ✓	Y
Body Style	Utility style, 4 door	STD	Y
Brake System	4 wheel, disc, power assist	STD	Y
Brakes	Anti-lock braking system (ABS)	STD	Y
Cooler-Power Steering	External power steering fluid cooler	STD	Y
Cooler-Transmission	Auxiliary heavy duty transmission	STD	Y
Door Locks	Power, all doors, factory installed	STD	Y
Door Switch	Deactivate door jam switch for interior lights	4JD ✓	Y
Drive Line	All wheel drive ✓	K8A	Y
Engine	Min V-6, state liter & horsepower	99R 3.7L V6 FFV 304 HP ✓	Y
Exhaust	Dual	STD	Y
Exterior	Non-street appearance	STD	Y
Floor Covering	Heavy duty vinyl front & rear (no carpet)	STD	Y
Foot Pedals	Adjustable	STD	Y
Gauges	Required	STD	Y
Glass	Tinted, all windows	Factory Solar tint front, privacy rear	Y
Heater/Defroster	Fresh air type; electric rear window defrost factory inst	STD	Y
Horn	Dual note horns required	STD	Y
Hour Meter		STD	Y
Interior - Charcoal	Interior color charcoal black	9W cloth front vinyl rear ✓	Y
Keys	Each vehicle keyed individually (3 keys per vehicle)	Dealer	Y
Lights	Auxiliary dome, header mounted	STD	Y
	Under hood light	STD	Y
	Luggage compartment light	STD	Y
	Inside, day/night	STD	Y
Mirrors-Inside	Outside, dual remote type on left and right door	STD	Y
Mirrors-Outside	Noise suppression bonds, factory installed	80R ✓	Y
Noise Suppression	One solid color - provide color chart	www.ford.com	Y
Paint	State in cu ft	119	Y
Passenger Volume	Heavy duty cooling package	STD	Y
Radiator	AM/FM with digital clock; rear window antenna	STD radio but roof mounted antenna	N
Radio	Bucket, power driver, manual passenger, cloth	STD, 9W	Y
Seats	Conventional spare tire & wheel	STD	Y
Spare Tire & Wheel	Calibrated in 2 MPH increments	STD	Y
Speedometer	Factory installed, left side	51Y	Y
Spot Light	Heavy duty front & rear springs	STD	Y
Springs	Power	STD	Y
Steering	Tilt & cruise- factory installed	STD	Y
Steering Wheel	Dual	STD	Y
Sun Visors	Stabilizer bars, shock absorbers	STD	Y
Suspension	All season, steel belted radials, W rated, state size	245/55R18 A/S BSW	Y
Tires-Front & Rear	Automatic, minimum 6 speed	44C 6 sp Auto	Y
Transmission	Attach all manufacturer standard	See Warranty file	Y
Warranty	Full-not hub caps	64B 18" ✓	Y
Wheel Covers	Power, all windows tinted	STD	Y
Windows	Intermittent	STD	Y
Wipers	Power distribution box	STD	Y

BID PRICING

TOTAL - FORD POLICE INTERCEPTOR UTILITY - Item No. 35

\$ 25,524

You must enter pricing in the online bid page

★ Lift gate release standard for 2016 - in overhead console
 REARview camera standard for 2016 on Police Explorer
 Electronics tray/fan N/A ON UTILITY

GREG LOFTON
 DICK SMITH FORD INC
 COMMERCIAL SALES DEPT
 9505 E. 350 HIGHWAY
 RAYTOWN, MO 64133
 PHONE: 816-353-1495
 FAX # 816-358-4406

Item No. 35

Type: Ford Police Interceptor - Utility (continued)

Model Year 2015

FEATURE	DESCRIPTION	BIDDER MUST COMPLETE	
		MFG'S CODE &/OR DESCRIPTION	PRICE
<u>OPTIONAL EQUIPMENT</u>			
Air Conditioning	Auxiliary	17A	\$ 530
Alarm System	Requires remote keyless entry	593 + 595	\$ 225
Alternative Fuel	Examples: Biodiesel, CNG, gasoline, propane	STD V6 is FFV	\$
	State gallon equivalent compared to base fuel of this vehicle		\$
			\$
			\$
	AMOUNT OF TAX CREDIT PROVIDED		\$
Ashtray	Auxiliary	NA	\$
Audio / Video 1	Rear view camera STD on 2016	21B + 53M (SYNC required)	\$ 465
Audio / Video 2	SYNC Basic - voice activated communication	53M	\$ 251
Audio / Video 3	Remappable (4) switches on steering wheel	61R w/o SYNC / 61S w/SYNC	\$ 138 / 38 + 53M
Blind Spot Monitoring	BLIS - Blind spot monitoring with cross traffic alert	55B requires 21B + 53M SYNC	\$ 875
Brake System	Heavy Duty power standard for model bid	STD	\$
Cargo Area Fan	Cargo area circulation-mounted on package tray		\$
Dark Car Feature	Courtesy lamp disable when any door is opened	43D	\$ Included
Daytime Running Lamps		942	\$ 42
Diagnostic Software & Cabling			
	Engine Rotunda VCM II, CFR, Cable and one-year Software subscription	164-R9807	\$ 2650
	Transmission	Included	\$
	ABS Brakes	Included	\$
	Electrical System	Included	\$
	Body Module	Included	\$
Dog Dish Hub Caps	Small Wheel Covers - Small Factory	Delete 64B	\$ -45
Door-Driver	Inside unlocks & opens driver door simultaneously		\$
Door-Rear	Inside rear doors inoperative	88G Lock Inoperative/ 88L lock operable	\$ 30 / 30
Door Panel	Ballistic quality, driver front door only	90D	\$ 1375
Doors	Driver and passenger front doors	90E	\$ 2754
Electronics Tray		NA	\$
Engine Block Heater		41H	\$ 30
Engines	3.7L Ecoboost available Dec. 2013, price not out yet		\$
			\$
			\$
Extended Warranty	Note: Both the Police Sedan & Utility come with an extended Synar/100,000 miles Powertrain Warranty (60K is STD) with \$0 deductible	Ford - Sea Extended Warranty file	\$ Cost + \$100
			\$
			\$
<u>Floor Covering</u>	Carpet includes carpet mats	16C or is in 65U interior upgrade pack)	\$ 109
Floor Mats	Rubber/vinyl	Dealer front	\$ 175
Gas Cap-Lockable		19L	\$ 18
Hom Wiring Kit	Wiring Kit	NA	\$
Interior Upgrade	Cloth rear seats, floor mats front & rear, carpet floor, full floor console with unique police finish panels	65U + FW (cloth front & rear)	\$ 340
<u>Key Options</u>	All vehicles keyed alike (float)	59E-1435X, 59B-1284X, 59D-0135X	\$ 45
	Coded to current entity key code	59F-0576X, 59J-1111X, 59C-1294X, 59G-0151X	\$ 45
	Extra key price	Simple key dealer	\$ 5.00
	Remote keyless entry key fob	595	\$ 239
			\$
License Plate Bracket	Front	153	\$ 0
Light Bar, Pre-Wire	Factory wired	NA	\$

GREG LOFTON
 DICK SMITH FORD INC
 COMMERCIAL SALES DEPT
 9505 E. 350 HIGHWAY
 RAYTOWN, MO 64133
 PHONE: 816-353-1495
 FAX # 816-358-4406

Item No. 35

Type: Ford Police Interceptor - Utility (continued)

Model Year 2015

FEATURE	DESCRIPTION	BIDDER MUST COMPLETE MFG'S CODE &/OR DESCRIPTION	PRICE
	OPTIONAL EQUIPMENT		
Lighting Packages - OEM	#1 - 2 front front integrated LED Lights (in headlamps)	66A	\$ 794
	#2 - front headlamp / PI housing only, pre-drilled holes (does not include LED installed lights)	86P	\$ 109
	#3 - two rear integrated LED Lights (in tail lamps)	66B	\$ 368
	#4 - rear lighting - 2 backlite flashing LED lights window mounted on each side of chinset stop light; two liftgate inner flashing LED lights	66C	\$ 397
	#5 - cargo wing upfit package-rear console mounting plate, wiring harness (2 light cables - supports up to 6 LED lights, two grill LED light cables, cargo area power distribution box (PDB), two 50 amp battery and ground circuits in RH rear quarter, one 10 amp siren/speaker circuit, (engine to cargo area), Whelen PCCBR light relay center mounted behind 2nd row seat, light controller/relay center wiring	67G	\$ 1155
	#6 - Ready for the road package - includes PI packages #1, #2, #3, #4, #5, plus: Whelen conicam light controller, Whelen conicam relay center/siren amp, light controller/relay conicam wing, grill LED lights, 100 watt siren/speaker, 9 I/O digital serial cable (console to cargo), hidden door lock plunger/rear door handles inoperable, rear console mounting plate	67H	\$ 2945
Manuals	Service manuals	Holm CD	\$ 225
Mirrors 1	Outside: electric remote both sides	STD	\$
Mirrors 2	Outside: heated	549 (non-BLISS)	\$ 52
Paint		NA	\$
Rear Deck Warning Light	Under Deck lid	NA	\$
Reverse Sensing		76R	\$ 238
Roof Rack Side Rails	Black	68Z	\$ 87
Rust Proofing	State brand & warranty, certificate required	Undercoating only Gal-Tax	\$ 225
Seals	Front bench with center arm rest	NA	\$
	Front bucket with power driver's seat	STD	\$
	Front electric without side airbag	NA	\$
	Front cloth bucket, rear vinyl bench	9W STD in hid	\$
	Front heavy duty construction, split bench, power	NA	\$
	Front and rear cloth, split bench	NA	\$
	Front and rear vinyl, split bench	NA	\$
Siren/Speaker	100 watt including bracket and pigtail	18X	\$ 261
Spot Lights	Driver only LED bulb	51R	\$ 343
	Driver & passenger LED bulb	51S	\$ 539
	Driver & passenger incandescent bulb	51Z	\$ 304
Storage	Cargo equipment storage box or cargo pak	NA	\$
	Cargo storage vault with lockable door	63V	\$ 212
Temporary Tag		Dealer	\$ Nic
Tires & Wheels		NA	\$
			\$
Traction Control		STD	\$
Vinyl Wrap 2-Tone Pkg	#1-Roof vinyl, RHLH front and rear doors vinyl	91A	\$ 727
	#2-Roof vinyl, hood vinyl	91B	\$ 727
	#3-Roof vinyl, RHLH front doors vinyl	91C	\$ 610
	#4-Vinyl word wrap - "POLICE" on LH/RH sides	91D	\$ 690
Window-Rear	Rear window inoperable	18W (operable from drivers seat)	\$
Wiring	Pre-wiring for grill lamp, siren, and speaker	60A	\$ 44
Wiring Kits	Complete Kit	67U Ultimate Wiring package	\$ 485
	Base Kit		\$
	Visability Kit		\$
Scuff Guards	Protective wrap edging on front edge of both rear doors, top surface of rear bumper. 55D		\$80
NEW for 2015 - SPOT LIGHT PRFP	Driver's side / Dual	51P / 51W	\$122 / \$243

Item No. 35

Type: Ford Police Interceptor - Utility (continued)

Model Year 2015

FEATURE	DESCRIPTION	BIDDER MUST COMPLETE	
		MFG'S CODE &/OR DESCRIPTION	PRICE
	<u>OPTIONAL EQUIPMENT</u>		
	<u>OPTION DELETE</u>		
	Badge Delete (Police Interceptor Badge Only)	16D	\$0
	Deactivate door jam switch for interior lights	Delete 43D	\$-13
	Door lock confirmation flash	Delete 43D	\$-13
	Full carpet	Not in Base bid	\$
	Full wheel cover	Delete 64B	\$-15
	Noise suppression bands	Delete 60R	\$-72
	Spot light driver side	Delete 5TY	\$ 170

(Upgraded to LEI)

End of Group VI

**See next three pages for more options and maintenance pricing

NOTE: ANY OPTION NOT REQUESTED IN THIS ENTIRE BID. SEE PRICE LIST FIRST PRICING COLUMN FOR YOUR COST ON THAT OPTION. IF YOU CHOOSE AN OPTION REQUIRES ANOTHER OPTION WE WILL ADD THAT COST.

REAR DOOR HANDLES INOPERABLE, LOCKS OPERABLE 68L \$30
 REAR CONSOLE PLATE 85R \$30

\$ 26987 each
 x 2
 \$ 53974 TOTAL

★ MAY I SUGGEST HEATED SIDE MIRRORS (549) \$52
 IF YOU WANT CARGO AREA DOME LIGHT ADD (17T) \$45

Aug Lofton 7/27/15

LOFTON
 DICK SMITH FORD INC
 COMMERCIAL SALES DEPT
 9505 E. 350 HIGHWAY
 RAYTOWN, MO 64133
 PHONE: 816-353-1495
 FAX # 816-358-4406

CITY OF BELTON VEHICLE SPECIFICATIONS POLICE PATROL VEHICLES

ENGINE:	3.5L Cyclone, V-6 Gas Engine with heavy duty cooling system And engine oil cooler.
TRANSMISSION:	All-wheel drive, heavy duty, six speed automatic transmission with Transmission oil cooler.
AIR CONDITIONING:	Manual temperature controlled air conditioning system.
CRUISE CONTROL:	Manufacturer's standard equipment.
STEERING:	Heavy duty electric power assist steering with column mounted Gear selector and tilt steering wheel.
BRAKES:	Heavy duty disc with Anti-Lock Braking System (ABS)
SUSPENSION:	Independent front and rear suspension with front and rear stabilizer Bars.
ALTERNATOR:	Heavy duty 220 Amp alternator
BATTERY:	750 CCA Battery
GLASS:	All windows with manufacturer's tint 510
AUTOMATIC TRUNK RELEASE:	Manufacturer dash or door mounted.
FRONT SEAT:	Bucket seats with heavy duty cloth and 6 way driver power Adjustment.
REAR SEAT:	Heavy duty vinyl bench seat option "RW" ✓
RADIO NOISE SUPPRESSOR:	Manufacturer AM/FM/CD and Police Radio Suppressor. ✓
WINDOW DEFROSTER:	Electric rear window defroster.
FLOOR COVERING:	Carpeted floor covering with floor mats. ✓
TIRES:	(5) Five 245/55R 18 BSE "W" speed rated tires.
Wheels:	(5) Five 18" x 8" Heavy Duty Steel wheels with standard 18" Full wheel covers.
COURTESY LAMP:	Courtesy Lamp Disable (Dark Car Lamp) ✓

DOME LAMP: Manufacturer auxiliary dome lamp ✓

SPEEDOMETER: Calibrated and geared for accuracy within 2% minimum 0 to 140 mph certified calibration. STD

RADIO: Manufacturer AM/FM/CD Stereo with clock STD

PEDAL: Electronic Adjustable Pedals. STD

WINDOWS: Electric with option 67D - real window power delete, operable from drivers side. ✓

LOCKS: Power with Option 18L - Rear Door Handles Inoperable/Locks Operable ✓

SPOTLIGHT: Drivers side with option 2/L (LED bulb) ✓

WIRING: Police Power Pigtail and Pre-wiring for grill lamp, siren and speaker. ✓

AIRBAGS: Driver and passenger front and side air bags. ✓

REARVIEW CAMERA: Option 77B (with electro-chromatic rear view mirror) STD For 201 ✓

KEY: Fleet keyed Alike option 43E. ✓

SENSORS: Reverse sensing option 76R. ✓

TRUNK TRAY: Electronics tray w/o fan option 62D. N/A on UTILITY

HEAD LAMPS: Police Interceptor #1-A front headlamp/Police Interceptor-housing only. ✓

CONSOLE PLATE: Rear Console Plate Option 97D. ✓

EXTERIOR COLOR: Black Code "JA" G1 Shadow Black

INTERIOR COLOR: Charcoal

* **Note:** Some options may be deleted from bid prior to ordering of the vehicles

Dealership Name and Address:

CITY OF BELTON VEHICLE BIDS

- A. The seller shall provide that all new vehicles meet Belton Police Department specifications and are properly serviced in compliance with factory specifications and that each vehicle is safety inspected as required by Missouri State Statute.
- B. The City of Belton reserves the right to reject any or all bids, to waive irregularities and to accept any bid which it deems to be most favorable to the interest of the city.

Belton Police Department
James R. Person, Chief of Police
7001 E. 163rd Street, Belton, MO 64012-4614
(816) 331-5522, FAX (816) 322-4408
www.beltonpd.org

To: Automobile Dealership
FROM: James R. Person, Chief of Police
DATE: May 20, 2015
SUBJECT: Police Vehicle Bids

The City of Belton is accepting bids for two (2) 2016 Ford Police Interceptor Utility Vehicles and two (2) 2016 Ford Police Interceptor Sedans. Enclosed is a list of specifications and bid sheet.

Please return your bid to the Belton Police Department no later than 5:00 p.m., July 31, 2015. If you have any questions, please contact Brad Swanson, 816-331-5522.


James R. Person
Chief of Police

GREG LOFTON
DICK SMITH FORD INC
COMMERCIAL SALES DEPT
9505 E. 380 HIGHWAY
RAYTOWN, MO 64133
PHONE: 816-353-1495
FAX # 816-358-4406

(64)



CNGP530

VEHICLE ORDER CONFIRMATION

07/13/15 16:42:44

==>

Dealer: F53406

2015 TAURUS

Page: 1 of 1

Order No: 1000 Priority: H3 Ord FIN: QF213 Order Type: 5B Price Level: 525

Ord Code: 500A Cust/Flt Name: BELTON

PO Number:

	RETAIL		RETAIL
P2M	AWD INTERCEPTOR \$28800	76R	REV SENSING SYS \$295
G1	SHADOW BLACK	77B	REAR VIEW CAM 240
R	CLOTH/VINYL	77E	FRONT WIRE KIT 105
W	BLACK	97D	RR CONSOLE PLAT 35
500A	EQUIP GRP		SP DLR ACCT ADJ
99T	3.5 V6 ECOBOOST 3050		SP FLT ACCT CR
44C	6-SPD AUTO TRAN NC		FUEL CHARGE
13P	HEADLAMP PREP 120	B4A	NET INV FLT OPT NC
	FRT LICENSE BKT NC		DEST AND DELIV 875
18L	RR DR HND INOP 35		TOTAL BASE AND OPTIONS 34255
21L	SPOT LAMP DR 340		TOTAL 34255
43E	KEYED ALIKE E 50		*THIS IS NOT AN INVOICE*
452	3.16 AXLE NC		<i>City of Belton Price: \$27882.⁰⁰</i>
62D	ELECTRONIC TRAY 285		<i>Each</i>
67D	PWR WND DISABLE 25		

F1=Help

F2=Return to Order

F3/F12=Veh Ord Menu

F4=Submit

F5=Add to Library

S099 - PRESS F4 TO SUBMIT

QC029501

Price for "2" Police Sedans = \$55764.⁰⁰

J. Sanders
7-13-15



GMC

CHRYSLER



Jeep

MAXMOTORS.COM

2502 Cantrell Road • P.O. Box 445 • Harrisonville, MO 64701 • 816-380-3251 • FAX: 816-380-2875

1108 W. Fort Scott St. • P.O. Box 80 • Butler, MO 64730 • 660-679-6567 • FAX: 660-679-6560

K.C. Direct: 816-331-0959 • Toll Free: 800-679-6567



CNGP530

VEHICLE ORDER CONFIRMATION

07/13/15 16:39:49

==>

Dealer: F53406

2016 EXPLORER 4-DOOR

Page: 1 of 1

Order No: 1000 Priority: H4 Ord FIN: QF213 Order Type: 5B Price Level: 620
Ord Code: 500A Cust/Flt Name: BELTON PO Number:

	RETAIL		RETAIL
K8A 4DR AWD POLICE	\$30620	47C WIRING KIT-FRT	\$105
.112.6" WB		51R DRV LED SPT LMP	395
G1 SHADOW BLACK		59E KEY CODE E	50
9 CLTH BKTS/VNL R		68L RR DR HND INOP	35
W EBONY BLACK		76D DEFLECTOR PLATE	NC
500A EQUIP GRP		76R REVERSE SENSING	275
.PREM SINGLE CD		86P FRT LMP HOUSING	125
99T 3.5 V6 ECOBOOST	3295	SP DLR ACCT ADJ	
44C .6-SPD AUTO TRAN	NC	SP FLT ACCT CR	
67U ULTIMATE WR KIT	550	FUEL CHARGE	
.GRILL WIRING		B4A NET INV FLT OPT	NC
.RR MOUNT PLATE		DEST AND DELIV	945
FRT LICENSE BKT	NC	TOTAL BASE AND OPTIONS	36550
18W RR WINDOW DEL	25	TOTAL	36550
21P WIRING KIT-RR	130	*THIS IS NOT AN INVOICE*	

F1=Help

F2=Return to Order

F3/F12=Veh Ord Menu

F4=Submit

F5=Add to Library

S099 - PRESS F4 TO SUBMIT

City of Belton Price \$31231.⁰⁰ Each

QC029501

Price for "2" Police Utility Vehicles = \$62462.⁰⁰

*JR Sanders
7-13-15*



GMC

CHRYSLER



Jeep

MAXMOTORS.COM

2502 Cantrell Road • P.O. Box 445 • Harrisonville, MO 64701 • 816-380-3251 • FAX: 816-380-2875
1108 W. Fort Scott St. • P.O. Box 80 • Butler, MO 64730 • 660-679-6567 • FAX: 660-679-6560
K.C. Direct: 816-331-0959 • Toll Free: 800-679-6567

SECTION VI
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 - 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.

Promotion - If an employee is promoted, and that employee has received a merit pay increase for that fiscal year, then they 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. If an employee is promoted, and that employee has not received a merit pay increase for that fiscal year, then they shall be advanced to the step on the salary schedule that will result in at least a seven and one half percent (7.5%) 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 check in the amount of \$10,000.00 made payable to the family representative of the deceased who is responsible for such expenses or directly to the provider of such services.

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 the first reading at a meeting of the City Council on the ___ day of ___, 2015, and thereafter adopted as Ordinance No. 2015-___ of the City of Belton, Missouri, at a regular meeting of the City Council held on the ___ day of ___, 2015, after the second reading thereof by the following vote, to-wit:

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

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

SECTION VI
H

BILL NO. 2015-66

ORDINANCE NO. 2015-

AN ORDINANCE APPROVING A SPECIAL USE PERMIT TO ALLOW A DIGITAL MONUMENT SIGN FOR TRANSWEST TRUCK TRAILER & RV, ON PROPERTY ZONED C-2 (GENERAL COMMERCIAL), AND LOCATED AT 17327 S. OUTER ROAD, BELTON, MISSOURI.

WHEREAS, the Belton Planning Commission has received a request for Special Use Permit to allow a digital monument sign on a property located at 17327 S. Outer Road in the City of Belton, Missouri, and

WHEREAS, a public hearing was held before the Belton Planning Commission on August 3, 2015 in accordance with the provisions of Section 40-2 of the Unified Development Code of the City; and

WHEREAS, notice of the hearing was sent to property owners within 185-feet of the subject property by certified mail on March 15, 2013; and

WHEREAS, the Belton Planning Commission voted by a majority (8-0) of those present to recommend APPROVAL of the Special Use Permit to the City Council with condition(s).

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

Section 1. That the proposed digital monument sign on property zoned C-2 (General Commercial), and located as 17327 S. Outer Road, in the City of Belton, Missouri, is hereby approved for a Special Use Permit in accordance with Section 40 of the Unified Development Code.

Section 2. That a public hearing was held before the Belton Planning Commission on August 3, 2015 in accordance with the provisions of Section 40-3 of the Unified Development Code of the City, and the request received a recommendation of approval from the Commission.

Section 3. That the following condition(s) shall apply to the business as a matter of record for this Special Use Permit:

1. Special Use Permit #15-16 shall become null and void in the event of a change in property ownership pending legal interpretation.

Section 4. That all ordinances or parts of ordinances in conflict with the provisions hereof are hereby repealed.

Duly read one (1) time 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 _____ of _____, 2015, and thereafter adopted as Ordinance No. 2015 _____ of the City of Belton, Missouri, at a regular meeting of the City Council held on the _____ day of _____, after the second reading thereof by the following vote, to-wit:

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

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



CITY OF BELTON
CITY COUNCIL INFORMATION FORM
TUESDAY, AUGUST 25, 2015 / 7:00 P.M.

DATE: August 25, 2015
ASSIGNED STAFF: Robert G. Cooper, City Planner
DEPARTMENT: Community Planning & Development

Table with 4 columns: X Ordinance, Resolution, Consent Item, Change Order, Agreement, Discussion, FYI / Update, Public Hearing

ISSUE

Application SUP15-16, Consideration of a Special Use Permit, to allow a new digital monument sign, to be located in a C-2 (General Commercial) district, and addressed as 17327 So. Outer Road.

BACKGROUND

Transwest, Inc., which is headquartered in Commerce City, CO, a manufacturer of high-end trucks, trailers, SUV's and RV's has ten full service sales, parts, service and finance locations throughout Colorado with a facility in Kansas City; has been at this 16-acre facility site since 2010. Transwest also sells several heavy commercial trailer product lines at locations in Colorado and Missouri, and sells RV's and horse trailers at a facility in northern Colorado. The company has manufacturing facilities in Kansas City and Colorado that produce a number of specialized truck bodies under its own Summit brand.

NATURE OF THE REQUEST

Approve a Special Use Permit consistent with Section 30-9 of the UDC for a digital monument sign. The proposal is for a monument sign base, elevated to 40-feet in height, with a 21-foot by 16-foot / 336-square foot digital sign face.

CODE CITATION

Pursuant to Section 30-8 of the Unified Development Code, *Sign types are permitted in C-2 zoning district:

- 1. Freestanding (monument) with one (1) tenant occupying a building;
2. One (1) per establishment;
3. Maximum size: 32-square feet;
4. Maximum height: 6-feet;
5. Direct or indirect lighting;
6. Setback of sign base shall be no less than ten-feet (10') from the property line; and
7. A three-foot landscape ring shall be provided around the sign base.

Pursuant to Section 30-9 of the Unified Development Code, *Electronic Message Center signs are permitted subject to review by Special Use Permit.

- 1. Electronic message center signs are not allowed as part of a temporary sign;

2. Any portion of the message or image must have a minimum duration on screen of eight (8) seconds. An exception to this requirement is made for a sign that displays time and temperature;
3. The change from one message to the next shall not take more than one (1) second and shall not involve flashing or movement of text or image;
4. In case of malfunction, the sign shall be defaulted to a blank screen;
5. Prior to the issuance of a sign permit, the applicant shall provide written certification from the sign manufacturer that the light intensity has been factory pre-set not to exceed 7,000 NITS during daylight hours and 2,500 NITS between dusk and dawn and that the intensity level is protected from end-user manipulation.; and
6. The sign shall not display light of such intensity or brilliance to cause glare or otherwise impair the vision of the driver, or result in a nuisance to the driver.

SPECIAL USE PROVISION – Some uses of land are not appropriate in all locations within a district or under circumstances where the use imposes an inappropriate impact on the public or neighboring properties and are therefore designated as “special uses”. These uses may be approved at a particular location through the receipt of a special use permit where the impact of those users does not inappropriately affect or impair the use and enjoyment of neighboring properties.

STAFF REPORT

Welfare and Convenience of the Public

The property sits adjacent to Interstate-49 near the 171st Street interchange. Transwest serves as a regional Truck, Trailer and RV service center with highly specialized and trained mechanics which provides a great service to Belton residents and the Kansas City metro area.

Injury to Surrounding Property

The surrounding area is zoned for commercial and industrial use. The projected view of the digital monument sign will be north-south orientation...to be viewed by motorist on Interstate-49 with the projected view of the monument sign to run parallel with the Outer Road.

This property is bordered by Interstate-49 to the west with commercial property to the north along 171st Street.

Domination of the Neighborhood

This property has frontage on the Outer Road, with commercial users and commercially zoned properties, which encompass the adjoining environs. The applicant believes no adjacent property owner will be negatively affected by the special use request. The applicant also believes the sign will have an opposite affect by increasing public awareness of the location of the RV facility with effective visibility of Interstate-49.

Currently, there are four (4) existing pole signs, all of which are located within a half-mile radius of the Transwest facility which are at least forty-feet in height. McDonald’s restaurant has a 76-foot pole sign; Ad Trend Advertising has two 45-foot billboard signs; and Belton Regional Hospital has a 40-foot pole sign at their facility.

Proposed Use will not detract or encroach upon welfare or convenience of the public

It appears the proposed use will not detract or encroach upon the welfare or convenience of the public. The Transwest sign is designed to enhance good aesthetics and preserve property values by preventing a potentially unsightly and chaotic development that would have a blighting influence upon the community.

The sign structure will be required to meet city code as it relates to design, setback, and landscaping.

Staff Recommendation

Staff recommends approval of Special Use Permit 15-16, to allow a digital monument sign for Transwest.

PLANNING COMMISSION RECOMMENDATION(S):

Approve the Special Use Permit as proposed, to allow a digital monument sign at 17327 S. Outer Road, Transwest Truck Trailer & RV, property and following staff presentation and discussion, the Planning Commission voted 8-0 to approve Special Use Permit #15-16.

ATTACHMENTS:

1. Sign Elevation
2. Proposed Ordinance



Westminster, Colorado
(720) 887-3059

These plans are exclusive property of Digital EMC and are the result of the original work of our employees. Any disclosure, distribution or exhibition of these plans to anyone to construct a sign similar to the embodied, or use of any graphics, is expressly forbidden. In the event that unauthorized occurs without our prior consent, Resolutions shall be reimbursed up to \$5,000 per sheet. EMC messages shown are for design simulation purposes only. Graphics and resolution may vary on actual display.

JAN 2015

Transwest
173278 South Outer Rd.
Belton, MO 64012

Design #: 8616-01

Salesperson: **Stephen Hays**

Client Approval	Date
-----------------	------

Sales Approval	Date
----------------	------

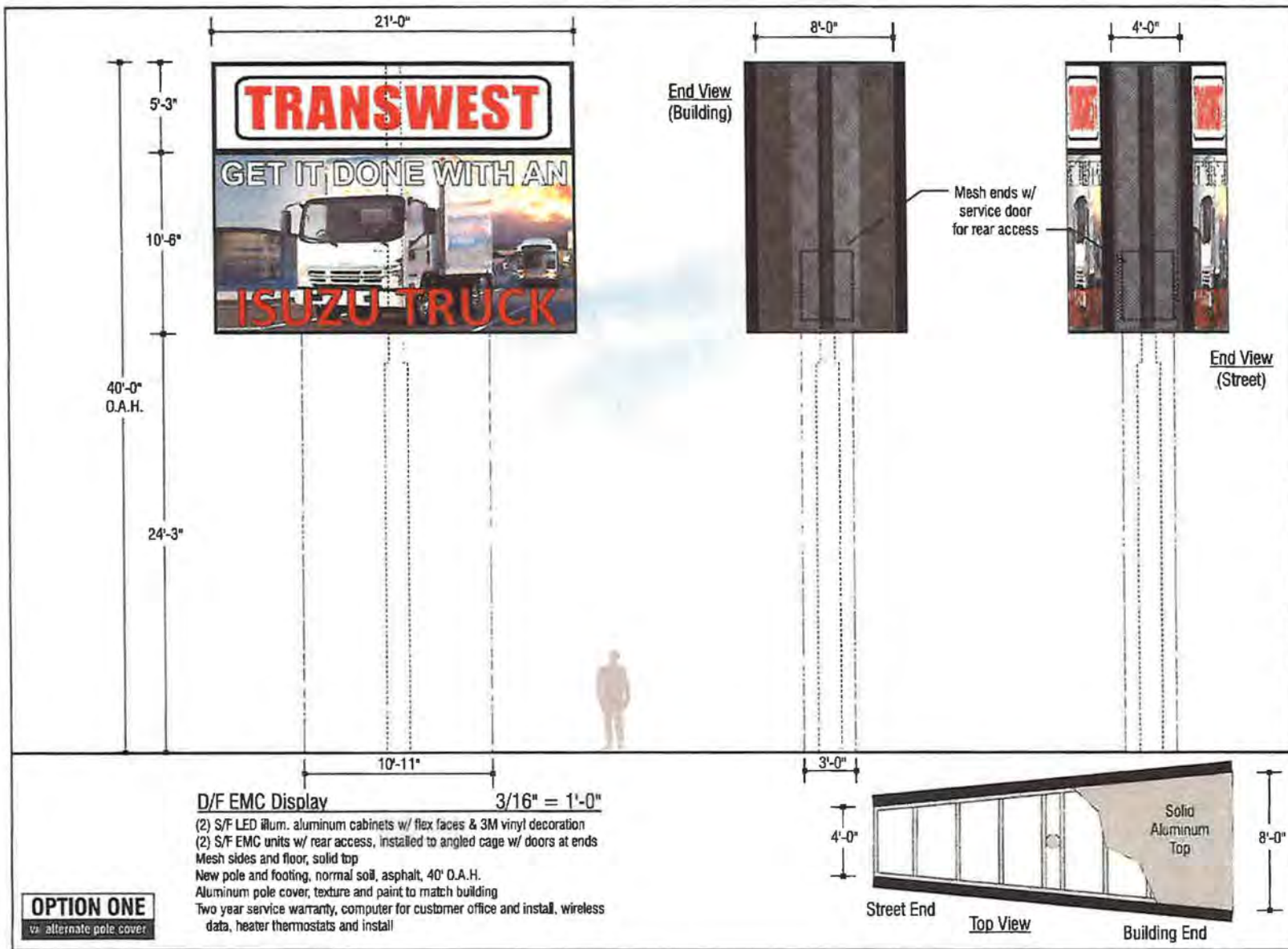
Estimator Approval	Date
--------------------	------

Design Approval	
-----------------	--

Production Mgr Approval	Date
-------------------------	------

Revisions / Description:

1	
2	
3	
4	



D/F EMC Display $3/16" = 1'-0"$
 (2) S/F LED illum. aluminum cabinets w/ flex faces & 3M vinyl decoration
 (2) S/F EMC units w/ rear access, installed to angled cage w/ doors at ends
 Mesh sides and floor, solid top
 New pole and footing, normal soil, asphalt, 40' O.A.H.
 Aluminum pole cover, texture and paint to match building
 Two year service warranty, computer for customer office and install, wireless data, heater thermostats and install

OPTION ONE
 w/ alternate pole cover

SECTION VI

I

AN ORDINANCE APPROVING THE RATIFICATION OF TASK AGREEMENT #20 WITH OLSSON ASSOCIATES FOR MATERIALS TESTING FOR THE WASTEWATER TREATMENT FACILITY AND IPS SITE IMPROVEMENTS PROJECT IN THE NOT-TO-EXCEED AMOUNT OF \$24,978.00.

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

Section 1. That Task Agreement #20 with Olsson Associates for materials testing for the Wastewater Treatment Facility and IPS Site Improvements Project is hereby Ratified 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 first reading at a meeting of the City Council held 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



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: August 25, 2015

DIVISION: Engineering

COUNCIL: Regular Meeting Work Session Special Session

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

ISSUE/RECOMMENDATION:

The construction contract for the Wastewater Treatment Facility (WWTF) Improvements project now under construction calls for certain materials testing to be performed by the City. Staff solicited for and received proposals from three engineering firms and elected to proceed with Olsson Associates at a total cost of \$24,978. Tests to be completed by Olsson include backfill density, reinforced concrete and structural masonry testing. A summary of the three proposals are provided below.

Testing Agency	Cost Proposal Amount
Olsson Associates	\$24,978.00
Kruger Technologies, Inc.	\$30,875.00
Alfred Benesch & Company	\$57,575.63

Testing responsibilities vary from project to project based on needs; on some projects the contractor provides all materials testing, other projects the City provides all materials testing, and on others testing responsibilities are divided between the City and contractor.

The task agreement has been submitted and approved by MDNR and is eligible for reimbursement under the SRF loan. This item was discussed at the August 11, 2015 City Council meeting and staff seeks ratification at the August 25, 2015 meeting.

PROPOSED CITY COUNCIL MOTION:

At the August 25, 2015 regular City Council meeting, ratify an ordinance approving Task Agreement #20 with Olsson Associates for materials testing for the Wastewater Treatment Facility and IPS site improvements project in the not-to-exceed amount of \$24,978.00.

BACKGROUND:

The voters approved revenue bonds for this project in April 2013. An SRF loan through MDNR's Clean Water Program was applied for and secured; the loan closed on June 3, 2015. Construction began in early June 2015 and is expected to be substantially complete by December 2016.

IMPACT/ANALYSIS:

FINANCIAL IMPACT

Contractor:		Olsson Associates
Amount of Request/Contract:	\$	24,978
Amount Budgeted:	\$	SRF Loan eligible
Funding Source:		Fund 463 – to be reimbursed through SRF loan
Additional Funds:	\$	N/A
Funding Source:		N/A
Encumbered:	\$	N/A
Funds Remaining:	\$	N/A

STAFF RECOMMENDATION, ACTION, AND DATE:

At the August 25, 2015 regular City Council meeting, ratify an ordinance approving Task Agreement #20 with Olsson Associates for materials testing for the Wastewater Treatment Facility and IPS site improvements project in the not-to-exceed amount of \$24,978.00.

LIST OF REFERENCE DOCUMENTS ATTACHED:

Ordinance
Olsson Associates Task Agreement and Scope
Approval Letter from MDNR

City of Belton – Public Works Task Agreement

Contract: Olsson Associates

Ordinance or Resolution: N/A

Task Agreement No: 20

Funding Amount: \$24,978.00
Purchase Order No: N/A

Project Title: **WWTF and IPS Site Improvements Construction Inspections & Testing**

Contractor (including sub-contractors): Olsson Associates

Division and Staff Project Manager:
Zach Matteo – City Engineer

Project Management Manual reviewed: Yes

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

PROJECT Scope: See Exhibit A, attached.

Staff Signatures

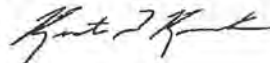
Partner Signatures

Director of Public Works:
Jeff Fisher

City Manager:
Ron Trivitt

Project Manager:
Kurt Krasick

Company Officer (if different):
Tony Stanton




Signature: _____

Signature: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

Date: _____

Date: _____

5/20/15

5/20/15

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

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

Report(s) Received: N/A

Work on File: N/A

Attach scope of work, budget, and other supporting material

EXHIBIT A.1

Scope of Services

WWTF Construction Inspections & Testing Services

Construction observation and testing services have been requested for fill placement, utility trench backfill, reinforced concrete and structural masonry. We propose to provide our observation and testing services in the following manner:

Fill Placement/Utility Trench Backfill – Prior to fill placement, subgrades should be stripped of vegetation, topsoil, and any other deleterious material. Representatives of Olsson will observe the stability and moisture content of the subgrades. The subgrades should be proofrolled with a fully loaded tandem axle dump truck.

Samples of materials proposed for use as structural fill and/or utility trench backfill will be obtained for laboratory testing. Laboratory tests, including standard Proctors and Atterberg limits tests, will be performed to classify and determine physical properties of the proposed fill/backfill materials. Olsson will observe and test structural fill placed within the footprint of the proposed structures and within segments of the utility trenches backfilled within proposed pavement areas.

Reinforced Concrete - Olsson's field technician will observe placement of reinforcing steel in the footings, walls and floor slabs for the proposed structures. Field tests, including slump, air entrainment and temperature, will be performed on samples of concrete obtained from these structures. Cylinders will be cast from the concrete used in the construction of the building and pavements for compressive strength testing.

Structural Masonry – Placement of the reinforcing steel and grout in the structural masonry walls for the proposed structure will be observed on a continuous basis while reinforced cells in the masonry walls are being filled with grout. Field tests and compressive strength test specimens (grout and block prisms) will be cast with the block, mortar and grout used in the construction of the structural masonry walls for the proposed structure.

Reporting - Olsson's field professionals will prepare typed field reports summarizing each day's field observations, presenting test results, and detailing items not in compliance with the project drawings and/or specifications. Draft copies of the field reports will be provided on a daily basis to the designated field representative if requested.

Field reports will be reviewed by our project engineer and summarized in bi-weekly letters transmitted to the Client, Architect, Structural Engineer, General Contractor and Building Official. Olsson is not responsible for the Contractor's means or methods and does not have the obligation or authority to stop Contractor's work. Olsson's responsibility as special inspector is to report our field observations and test results to the Contractor and Client as provided herein.

Following completion of the project, Olsson will prepare a final summary report stating its opinion with regard to whether the portions of the work that were observed, inspected and/or tested were in compliance with the project specifications.

Proposed Scope
Belton WWTF - Esitmated Fee

Fill/Backfill Placement

15	Hrs Technician @	\$57.00	/hr	\$	855.00
1	Standard Proctor @	\$160.00	/each	\$	160.00
1	Atterberg Limits @	\$85.00	/each	\$	85.00
10	Trips @	\$35.00	/trip	\$	350.00

Reinforced Concrete

75	Hrs Technician @	\$57.00	/hr	\$	4,275.00
20	Compression Test - Concrete @	\$18.00	/each	\$	360.00
25	Trips @	\$35.00	/trip	\$	875.00

Structural Masonry

30	Hrs Sr. Technician @	\$67.00	/hr	\$	2,010.00
12	Compression Test - Grout @	\$37.00	/each	\$	444.00
8	Compression Test - Block Prism @	\$140.00	/each	\$	1,120.00
10	Trips (Mileage) @	\$35.00	/trip	\$	350.00

Subtotal \$ 10,884.00

Project Engineering and Administration

9	Hrs Project Engineer @	\$130.00	/hr	\$	1,170.00
3	Hrs Senior Project Engineer @	\$160.00	/hr	\$	480.00
3	Hrs Project Administration @	\$57.00	/hr	\$	171.00

Total \$ 12,705.00

EXHIBIT A.2

Scope of Services

IPS Site Construction Inspection and Testing Services

Construction observation and testing services have been requested for fill placement, utility trench backfill, reinforced concrete and structural masonry. We propose to provide our observation and testing services in the following manner:

Fill Placement/Utility Trench Backfill – Prior to fill placement, subgrades should be stripped of vegetation, topsoil, and any other deleterious material. Representatives of Olsson will observe the stability and moisture content of the subgrades. The subgrades should be proofrolled with a fully loaded tandem axle dump truck.

Samples of materials proposed for use as structural fill and/or utility trench backfill will be obtained for laboratory testing. Laboratory tests, including standard Proctors and Atterberg limits tests, will be performed to classify and determine physical properties of the proposed fill/backfill materials. Olsson will observe and test structural fill placed within the footprint of the proposed structures and within segments of the utility trenches backfilled within proposed pavement areas.

Reinforced Concrete - Olsson's field technician will observe placement of reinforcing steel in the footings, walls and floor slabs for the proposed structures. Field tests, including slump, air entrainment and temperature, will be performed on samples of concrete obtained from these structures. Cylinders will be cast from the concrete used in the construction of the building and pavements for compressive strength testing.

Structural Masonry – Placement of the reinforcing steel and grout in the structural masonry walls for the proposed structure will be observed on a continuous basis while reinforced cells in the masonry walls are being filled with grout. Field tests and compressive strength test specimens (grout and block prisms) will be cast with the block, mortar and grout used in the construction of the structural masonry walls for the proposed structure.

Reporting - Olsson's field professionals will prepare typed field reports summarizing each day's field observations, presenting test results, and detailing items not in compliance with the project drawings and/or specifications. Draft copies of the field reports will be provided on a daily basis to the designated field representative if requested.

Field reports will be reviewed by our project engineer and summarized in bi-weekly letters transmitted to the Client, Architect, Structural Engineer, General Contractor and Building Official. Olsson is not responsible for the Contractor's means or methods and does not have the obligation or authority to stop Contractor's work. Olsson's responsibility as special inspector is to report our field observations and test results to the Contractor and Client as provided herein.

Following completion of the project, Olsson will prepare a final summary report stating its opinion with regard to whether the portions of the work that were observed, inspected and/or tested were in compliance with the project specifications.

Proposed Scope
Belton IPS Site - Estimated Fee

Fill/Backfill Placement

40 Hrs Technician @	\$57.00 /hr	\$	2,280.00
2 Standard Proctor @	\$160.00 /each	\$	320.00
2 Atterberg Limits @	\$85.00 /each	\$	170.00
20 Trips @	\$35.00 /trip	\$	700.00

Reinforced Concrete

60 Hrs Technician @	\$57.00 /hr	\$	3,420.00
50 Compression Test - Concrete @	\$18.00 /each	\$	900.00
20 Trips @	\$35.00 /trip	\$	700.00

Structural Masonry

15 Hrs Sr. Technician @	\$67.00 /hr	\$	1,005.00
6 Compression Test - Grout @	\$37.00 /each	\$	222.00
4 Compression Test - Block Prism @	\$140.00 /each	\$	560.00
5 Trips (Mileage) @	\$35.00 /trip	\$	175.00

Total \$ 10,452.00

Project Engineering and Administration

9 Hrs Project Engineer @	\$130.00 /hr	\$	1,170.00
3 Hrs Senior Project Engineer @	\$160.00 /hr	\$	480.00
3 Hrs Project Administration @	\$57.00 /hr	\$	171.00

Total \$ 12,273.00

STATE OF MISSOURI
DEPARTMENT OF NATURAL RESOURCES

Jeremiah W. (Jay) Nixon, Governor • Sara Parker Pauley, Director

www.dnr.mo.gov

June 8, 2015

Mr. Jeff Fisher, Director of Public Works
City of Belton
506 Main Street
Belton, MO 64012

RE: C295712-01 City of Belton, MO – Wastewater Treatment Facility (WWTF) Materials
Testing and Inspection Award Concurrence


Dear Mr. Fisher:

The Department of Natural Resources' Water Protection Program reviewed and concurs with the city of Belton's recommendation of award to Olsson Associates for the materials, testing, and inspection services as part of the construction project for the WWTF Improvements Project in the amount of \$24,978.00.

If you have any questions please contact me at (573) 522-2551 or Department of Natural Resources, Water Protection Program, P.O. Box 176, Jefferson City, MO 65102-0176.
Thank you.

Sincerely,

WATER PROTECTION PROGRAM


Kelsey K. Cornell, Environmental Specialist
Financial Assistance Center

KC/cs

c: Mr. Zach Matteo, City of Belton
Mr. Chuck McCulloh, City of Belton
Mr. Patrick McCole, Carollo Engineers, Inc.
Ms. Maya Turner, Carollo Engineers, Inc.
Ms. Cynthia Smith, P.E., Water Protection Program, Financial Assistance Center

SECTION VI
J

BILL NO. 2015-68

ORDINANCE NO. 2015-

AN ORDINANCE APPROVING THE CONTRACT WITH SAK CONSTRUCTION, LLC FOR THE CURED IN PLACE PIPE TECHNOLOGY (CIPP) 18-INCH SANITARY SEWER LINING PROJECT FROM CLEVELAND TO CAMBRIDGE IN A NOT TO EXCEED AMOUNT OF \$185,540.25.

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

Section 1. That an Agreement with SAK Construction, LLC for the Cured in Place Pipe Technology (CIPP) 18-Inch Sanitary Sewer Lining Project from Cleveland to Cambridge in a not-to-exceed amount of \$185,540.25 is hereby approved 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 ____ day of September, 2015.

Mayor Jeff Davis

Approved this ____ day of September, 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 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 ___ day of September, 2015, after the second reading thereof by the following vote, to-wit:

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

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



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: 08/25/2015

DIVISION: Public Works/Water Services

COUNCIL: Regular Meeting Work Session Special Session

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

ISSUE/RECOMMENDATION:

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

This item was discussed at the August 18, 2015 City Council work session. While upstream future development will require upsizing of this sewer and several other sewers in the basin, staff’s recommendation is to line this sewer now. Costs for full replacement of the sewer are approximately \$600,000, while lining and some minor streambank stabilization is estimated to cost \$220,000. Future growth is difficult to predict and rather than expending the dollars now to construct a sewer that currently would be oversized and may not need such a significant capacity for some time, the recommendation is to line the sewer and resolve immediate maintenance and infiltration/inflow issues. Upsizing of sewers in future growth areas can be planned and discussed with specific developments as they pursue developable sites. In addition, lining this sewer now could allow for a future parallel sewer that would be smaller in size than a 24-inch, and would utilize the lined existing sewer well into the future.

Staff solicited bids from two firms that provide CIPP services to line the sewer.

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

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

PROPOSED CITY COUNCIL MOTION:

At the August 25, 2015 regular City Council meeting, approve the first read of an ordinance to contract with SAK for lining of the 18” sewer from Cleveland Ave to Cambridge in the not-to-exceed amount of \$185,540.25.

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.

IMPACT/ANALYSIS:**FINANCIAL IMPACT**

Contractor:		SAK
Amount of Request/Contract:	\$	185,540.25
Amount Budgeted:	\$	250,000
Funding Source:		Fund 660
Additional Funds:	\$	NA
Funding Source:		NA
Encumbered:	\$	NA
Funds Remaining:	\$	NA

STAFF RECOMMENDATION, ACTION, AND DATE:

At the August 25, 2015 regular City Council meeting, approve the first read of an ordinance to contract with SAK for lining of the 18" sewer from Cleveland Ave to Cambridge in the not-to-exceed amount of \$185,540.25.

LIST OF REFERENCE DOCUMENTS ATTACHED:

Ordinance
SAK Contract
Illustration



**PUBLIC WORKS
CITY OF BELTON**

PUBLIC WORKS DEPARTMENT
506 Main Street
Belton, MO 64012
(816) 322-1885
FAX (816) 322-5031

CITY OF BELTON

SERVICE AGREEMENT

THIS Agreement ("Agreement") is by and between the City of Belton, Missouri, a constitutional charter city ("CITY"), and **SAK Construction, LLC**, authorized to conduct business in Missouri and located at 864 Hoff Road, O'Fallon, Missouri ("CONTRACTOR"; CITY and CONTRACTOR each a "Party", and collectively the "Parties").

WHEREAS, CITY requires professional services to provide cured in place pipe (CIPP) lining of 2,607 linear feet of an 18 inch sanitary sewer from Cleveland Ave to Cambridge as further described herein (the "Services");

WHEREAS, CONTRACTOR is prepared to provide said Services;
NOW THEREFORE, CITY and CONTRACTOR in consideration of the mutual covenants contained in this Agreement, agree as follows:

ARTICLE 1 – EFFECTIVE DATE

The effective date of this Agreement shall be August 25, 2015 ("Effective Date").

ARTICLE 2 – SERVICES TO BE PERFORMED BY CONTRACTOR

CONTRACTOR shall provide repair, lining and rehabilitation services for the CITY 18 inch sanitary sewer pipe maintained by the Public Works Department – Water Services Division, and represents that it is equipped, competent, and able to perform, and that it will perform all services hereinafter set forth in a diligent, competent, and workmanlike manner as described herein. CONTRACTOR, as opposed to sub-contractors of CONTRACTOR, must perform at least eighty percent (80%) of the Services described herein, throughout the term of this Agreement. **See attached Exhibit A – Scope of Services and Price Proposal.**

CONTRACTOR shall be responsible for assuring that all work within the parameters outlined in the CITY Code of Ordinance's, American Public Works Association's guidelines.

ARTICLE 3 – PERIOD OF SERVICE

This contract shall be in effect for a one (1) year period from the Effective Date. See Article 31 for details on schedule requirements of the scope of work under this contract per the attached Exhibit A – Scope of Services and Price Proposal.

ARTICLE 4 – COMPENSATION

It is expressly understood that in no event will compensation be paid to the CONTRACTOR under the terms of this contract for the services set forth in Article 2, and for reimbursement of authorized expenses, unless and until costs for a specific task are provided by the CONTRACTOR and approved by the City. If additional services are requested by the City, the CONTRACTOR will prepare and submit to the City an estimate of the total cost associated with such additional services. The City will review and approve in writing such cost estimate for additional services, and the total compensation and reimbursement to be paid by the City to the CONTRACTOR for such approved additional services shall not exceed the approved amount.

Invoices shall be submitted by the CONTRACTOR to the CITY for payment covering services performed. The CITY's payment terms are net thirty (30) days from the CITY's receipt of a complete invoice with supporting materials. Inadequate documentation to support the charges shall be remedied by CONTRACTOR within ten (10) days, and CITY shall make payment within thirty (30) days from its receipt of remedial documentation. CITY in its sole discretion shall determine adequacy of documentation for payment of any invoice. No payment made under this Agreement shall be proof of satisfactory performance of the Agreement, either wholly or in part, and no payment shall be construed as acceptance of deficient or unsatisfactory work.

The CITY is exempt from the State of Missouri sales and use taxes on purchases made directly for the CITY. CONTRACTOR shall not include any sales or use taxes on transactions between the CONTRACTOR and CITY.

CONTRACTOR shall provide proof of compliance with the CITY'S tax ordinances as a condition precedent to the CITY making any payments under this Agreement. If CONTRACTOR performs work on an Agreement that is for a term longer than one year, the CONTRACTOR shall submit evidence of such compliance on each anniversary of the Effective Date and prior to the first payment under this Agreement following each such anniversary as a condition precedent to the CITY making any payments under the Agreement.

ARTICLE 5 – BOND

CONTRACTOR shall furnish Performance and Maintenance and Payment Bonds, each in an amount at least equal to the task price, as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents and all insurance premiums, both for compensation, and for all other kinds of insurance, said work, and for all labor performed in such work whether by sub-contractor or otherwise, all as required by R.S.Mo. § 107.170. . These Bonds shall remain in effect at least until two (2) years after the date when final payment becomes due.

ARTICLE 6 – PERMITS AND LICENSES

The CONTRACTOR, and any sub-contractor hired by the CONTRACTOR, shall procure a CITY Occupation License, which license(s) shall be in effect at all times during the term of this Agreement. CONTRACTOR will abide by all applicable laws, regulations and ordinances of all federal, state and local governments in which work under this Agreement are performed and shall contractually require the same of all its sub-contractors performing work under this Agreement. The CONTRACTOR, and any sub-contractor hired by the CONTRACTOR, must furnish and maintain certification of authority to conduct business in the State of Missouri at all times during the term of this Agreement.

ARTICLE 7 – CHANGES, DELETIONS OR ADDITIONS TO AGREEMENT

Except as otherwise provided herein, either Party may request, subject to approval of the other Party, changes within the general scope of this Agreement. If a requested change, approved by each Party, causes an increase or decrease in the compensation or Period of Services stated in this Agreement, CITY and CONTRACTOR will agree to an equitable adjustment of the compensation, Period of Services or both and will reflect such adjustment in a change order. All change orders shall be in writing, approved by CITY'S representative, and executed by the CITY prior to the CONTRACTOR performing any work pursuant to the change order.

ARTICLE 8 – LIABILITY AND INDEMNIFICATION

CONTRACTOR shall indemnify, and hold harmless CITY and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, including reasonable attorneys' fees, arising out of or resulting from any acts or omissions in connection with this Agreement, caused in whole or in part by CONTRACTOR, its employees, agents, or sub-contractors, or caused by others for whom CONTRACTOR is liable, regardless of whether or not caused in part by any act or omission of CITY, its agencies, officials, officers, or employees.

ARTICLE 9 – INSURANCE

A. CONTRACTOR shall procure and maintain in effect throughout the duration of this Agreement insurance coverage not less than the types and amounts specified below. In the event that additional insurance, not specified herein, is required during the term of this Agreement, CONTRACTOR shall supply such insurance, if available, at CITY'S cost. Policies containing a Self-Insured Retention are unacceptable to CITY.

1. Workers' Compensation and Employers' Liability Insurance. This insurance shall protect CONTRACTOR against all claims under applicable state workers' compensation laws, including coverage as necessary for the benefits provided under the United States Longshoremen's and Harbor Workers' Act and the Jones Act. CONTRACTOR shall also be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of workers' compensation laws. This policy shall include an "all states" or "other states" endorsement. The liability limits shall be not less than:

Workers' Compensation: Statutory

Employers' liability: 2,500,000 each occurrence

2. Commercial Automobile Liability Insurance. This insurance shall be occurrence type written in comprehensive form and shall protect CONTRACTOR, and OWNER, DESIGN PROFESSIONAL and Consultants as additional insureds, against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles, either on or off the Project Site, whether they are owned, non-owned, or hired.

The liability limits shall be not less than: \$2,500,000

3. Commercial General Liability Insurance. This insurance shall be occurrence type written in comprehensive form acceptable to OWNER. This insurance shall protect CONTRACTOR, and OWNER, DESIGN PROFESSIONAL and Consultants as additional insureds, against claims arising from injuries, sickness, disease, or death of any person or damage to property arising out of performance of the Work. The policy shall also include coverage for personal injury liability; contractual liability; completed operations and products liability; and for blasting, explosion, and collapse of buildings; and damage to underground property. The liability limits for bodily injury and property damage shall be not less than:

\$2,500,000 combined single limit for each occurrence
\$2,500,000 general aggregate.

4. CONTRACTOR shall obtain evidence that all Subcontractors have in force general, automobile, and employer's and workers' compensation liability insurance in the amounts required by these Contract Documents, and evidence that each is current on its unemployment insurance payments before Subcontractors begin Work at the Site. CONTRACTOR shall retain such evidence in its files and make available to OWNER within ten (10) days after written request.

5. The insurer's costs of providing the insureds a defense and appeal as additional insureds, including attorney's fees, shall be supplementary and shall not be included as part of the policy limits but shall remain the insurer's separate responsibility.

B. The policies listed above may not be canceled until after thirty (30) days written notice of cancellation to CITY, ten (10) days in the event of nonpayment of premium. The Workers' Compensation and Employers' Liability, Commercial General Liability, and Automobile Liability specified above shall provide that CITY and its agencies, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds for the services performed under this Agreement. **CONTRACTOR SHALL PROVIDE TO CITY PRIOR TO THE EXECUTION OF THIS AGREEMENT A CERTIFICATE OF INSURANCE SHOWING ALL REQUIRED COVERAGES, ENDORSEMENTS, ADDITIONAL INSURED, AND COMPLIANCE WITH THE TERMS OF THIS ARTICLE 9.** The certificate shall be on a form acceptable to CITY.

C. All insurance coverage must be written by companies that have an A.M. Best's rating of "B+V" or better, and are licensed or approved by the State of Missouri to do business in Missouri.

D. Regardless of any approval by CITY, it is the responsibility of CONTRACTOR to maintain the required insurance coverage in force at all times; CONTRACTOR'S failure to do so will not relieve CONTRACTOR of any contractual obligation or responsibility. In the event of CONTRACTOR'S failure to maintain the required insurance in effect, CITY may order CONTRACTOR to immediately stop work, and upon ten (10) days notice and an opportunity to cure, may pursue its remedies for breach of this Agreement as provided for herein and by law.

E. Should the CONTRACTOR hire a sub-contractor for performance of services hereunder, said sub-contractor shall maintain at least the same minimum insurance amounts and terms listed above.

ARTICLE 10 – EXCESSIVE UNEMPLOYMENT

Pursuant to R.S.Mo. §§ 290.550 to 290.580 ("Excessive Unemployment Act"), only Missouri laborers and laborers from nonrestrictive states are allowed to be employed on Missouri's public works projects when the unemployment rate exceeds 5% for two consecutive months. Where applicable in its provision of services under this Agreement, CONTRACTOR and its sub-contractors shall comply with the Excessive Unemployment Act.

ARTICLE 11 – EXCUSABLE DELAYS IN PERFORMANCE

Notwithstanding any provisions of this Agreement to the contrary, performance by CONTRACTOR shall not be deemed to be in default where delays in its performance hereunder is due to war, insurrection, strikes, lock-outs, riots, floods, earthquakes, fires, casualties, acts of God, labor disputes, governmental restrictions or priorities, embargoes, litigation, tornadoes, unusually severe weather, inability to obtain or secure necessary labor, materials, or tools, delays of any CONTRACTOR, sub-contractor, material man or supplier, acts or failure to act of the CITY or of any other governmental agency or entity, or any other causes beyond the control or without the fault of CONTRACTOR. With the approval of the CITY, the time of performance hereunder shall be extended for the period of any delay or delays caused or resulting from any of the foregoing causes. All extensions hereunder shall be effective only if approved by the CITY in writing, which approval shall not be arbitrarily or unreasonably withheld, it being understood that CONTRACTOR is entitled to such extensions upon presentation of documentation of the periods of such delays.

ARTICLE 12 – TERMINATION

CITY may terminate or suspend performance of this Agreement for CITY'S convenience upon thirty (30) days' written notice to CONTRACTOR. CONTRACTOR shall terminate or suspend performance of the services on a schedule acceptable to CITY, as set forth in such written notice. If termination or suspension is for CITY'S convenience, CITY shall pay CONTRACTOR for all services performed through the date of the termination or suspension. In the event of a suspension of services pursuant to the CITY's notice, upon the restart of CONTRACTOR services by notice of the CITY, an equitable adjustment shall be made to CONTRACTOR'S compensation.

This Agreement may be terminated by either Party upon written notice in the event of substantial failure by the other Party to perform in accordance with the terms of this Agreement. The non-performing Party shall have ten (10) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other Party. In the event the non-performing Party fails to cure its failure to perform, the other Party may terminate this Agreement, withhold payment or invoke any other legal or equitable remedy. In the event that funding for the Agreement is discontinued, CITY shall have the right to terminate this Agreement immediately upon written notice to CONTRACTOR, and CONTRACTOR shall have no claim against the CITY, for damages or otherwise, based upon such termination.

ARTICLE 13- SEVERABILITY

The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any provision of this Agreement void shall in no way affect the validity or enforceability of any other provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular provision held to be void. The Parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provision of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

ARTICLE 14 – SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and shall inure to the benefit of CITY's and CONTRACTOR'S respective permitted successors and assigns

ARTICLE 15 – ASSIGNMENT

CONTRACTOR shall not assign any rights or duties under this Agreement without the prior written consent of the CITY, which consent shall be in the sole discretion of the CITY. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. If CONTRACTOR assigns or transfers any part of CONTRACTOR'S obligations under this Agreement without the prior written approval of CITY, such assignment or transfer shall constitute a material breach of this Agreement; provided, however, the Parties acknowledge that CONTRACTOR may subcontract up to forty percent (40%) of the CONTRACTOR services described herein.

ARTICLE 16 – NO THIRD PARTY RIGHTS

This Agreement is made and entered into for the sole protection and benefit of CITY and CONTRACTOR and their permitted successors and assigns. No other person or entity shall have or acquire any right or action based upon any provisions of this Agreement.

ARTICLE 17 – INDEPENDENT CONTRACTORS

Each Party and each sub-contractor of CONTRACTOR shall perform its activities and duties hereunder only as an independent contractor. The Parties and their personnel shall not be considered to be employees or agents of the other party. Nothing in this Agreement shall be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement shall not constitute, create or in any way be interpreted as a joint venture, partnership or formal business organization of any kind.

ARTICLE 18 – MODIFICATIONS/AMENDMENTS

CITY may at any time, by written modification or amendment and notice to CONTRACTOR, without notice to any surety, make changes or additions to the CONTRACTOR services to be provided hereunder, provided that the changes or additions are within the general scope of this Agreement. If any such change causes an increase or decrease in the compensation or period of service of this Agreement, the CONTRACTOR shall notify the appropriate CITY division Superintendent in writing immediately and an equitable adjustment will be made in the compensation or Period of Service or both, by written modification of this Agreement. Any claim by the CONTRACTOR for such adjustment must be asserted within thirty (30) days by the Parties after the CONTRACTOR'S receipt of notice of the modification or amendment. Nothing herein contained shall excuse the CONTRACTOR from proceeding with the Agreement as modified or amended.

ARTICLE 19 – EQUAL EMPLOYMENT OPPORTUNITY

CONTRACTOR will not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, national origin or any other legally protected category. The CONTRACTOR will take affirmative action to ensure that applicants are employed and that employees are treated fairly during employment, without regard to their race, age, color, religion, sex or national origin. Such action shall include, but not limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, age, color, religion, sex or national origin.

CONTRACTOR will send to each labor union or representative of workers with which he or she has a collective bargaining agreement or other contract or understanding a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the CONTRACTOR commitment under this Article and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

In the event of CONTRACTOR'S noncompliance with the non-discrimination clauses of this Agreement or with any of said rules, regulations, or orders, this Agreement, at the election of and in the sole discretion of the CITY, may be canceled, terminated or suspended in whole or in part, and CONTRACTOR may be declared ineligible for any further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rules, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

ARTICLE 20 – COMPLIANCE WITH LAWS

This Agreement shall be governed by the laws of the State of Missouri, notwithstanding the operation of any conflict or choice of law statutes or decisional law to the contrary. The CONTRACTOR shall also comply with all federal and local laws, ordinances and regulations applicable to the services described herein and shall procure all licenses and permits necessary for the fulfillment of obligations under this Agreement. For any dispute that may arise out of this Agreement, the Parties agree that the proper jurisdiction and venue shall be the Circuit Court of Cass County, Missouri.

ARTICLE 21 – COMMUNICATIONS AND NOTICES

Any communication or notices required by this Agreement shall be made in writing by U.S. mail to one of the contacts specified below:

CONTRACTOR: SAK Construction, LLC, 864 Hoff Road, O'Fallon, MO 63366

CITY: Don Tyler, Water Services Division, 506 Main Street, Belton, MO 64012
OR Zach Matteo, P.E., City Engineer, 506 Main Street, Belton, MO 64012

Each Party shall have the right to specify that notice be addressed to any other address by giving to the other Party ten (10) days' written notice thereof. The date of delivery of any notice given by mail shall be the date falling on the third day after the day of its mailing.

ARTICLE 22 – SEPARATE AGREEMENTS

CITY and CONTRACTOR each reserve the right to, from time to time, enter into other agreements for specific projects that are not contemplated under this Agreement. Provided that such agreements are separately approved in writing by the Parties, the terms and conditions of those agreements or contracts shall govern the implementation of the specific projects set forth therein.

ARTICLE 23 – SURVIVAL OF TERMS

The following Articles shall survive the expiration or termination of this Agreement for any reason: Compensation (if any payment obligations exist); Bond; Permits and Licenses; Liability and Indemnification; Insurance; Severability; Assignment; Independent Contractors; Compliance with Laws; Survival of Terms; CITY'S Legislative Powers; Entire Agreement; Waiver.

ARTICLE 24 – CITY'S LEGISLATIVE POWERS

Notwithstanding any other provisions in this Agreement, nothing herein shall be deemed to usurp the governmental authority or police powers of CITY or to limit the legislative discretion of the City Council, and no action by the City Council in exercising its legislative authority shall be a default under this Agreement.

ARTICLE 25 – WAIVER

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

ARTICLE 26 – HEADINGS; CONSTRUCTION OF AGREEMENT

The headings of each section of this Agreement are for reference only. Unless the context of this Agreement clearly requires otherwise, all terms and words used herein, regardless of the number and gender in which used, shall be construed to include any other number, singular or plural, or any other gender, masculine, feminine or neuter, the same as if such words had been fully and properly written in that number or gender.

ARTICLE 27 – FEDERAL WORK AUTHORIZATION PROGRAM

In all contracts over \$5,000, when CONTRACTOR delivers the required copies of executed Agreements to CITY, CONTRACTOR shall also deliver to CITY an Affidavit of Enrollment in Federal Work Authorization Program stating CONTRACTOR is enrolled and participates in a federal work authorization program with respect to the employees working in connection with the contracted services and CONTRACTOR does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

CONTRACTOR shall comply with all requirements of RSMo § 292.675 and any Department of Labor and Industrial Relations rules or regulations promulgated thereunder, including but not limited to, CONTRACTOR shall require all on-site employees to complete a 10 hour Occupational Safety and Health Administration (OSHA) construction safety program for all on-site employees of CONTRACTOR and its sub-contractors which includes a course in construction safety and health approved by OSHA or a similar program approved by the Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program, or such employees must hold documentation of prior completion of the program. All on-site employees are required to complete the program within 60 days of beginning work on the PROJECT. CONTRACTOR shall forfeit as a penalty to CITY two thousand five hundred dollars plus one hundred dollars for each employee employed by the CONTRACTOR or sub-contractor, for each calendar day, or portion thereof, such employee is employed without the required training. The penalty shall not begin to accrue until 20 days after employees are required to complete the construction safety program. CITY shall withhold and retain all sums and amounts due and owing as a result of any violation of this provision when making payments to the CONTRACTOR.

ARTICLE 28 – CONFLICT OF INTEREST

CONTRACTOR certifies that no officer or employee of CITY has, or will have, a direct or indirect financial or personal interest in this Agreement, and that no officer or employee of CITY, or member of such officer's or employee's immediate family, either has negotiated, or has or will have an arrangement, concerning employment to perform services on behalf of CONTRACTOR in this Agreement.

ARTICLE 29 – BUY AMERICAN PREFERENCE

Pursuant to the Missouri Domestic Product Procurement (Buy American) Act, RSMo. § 34.350 to 34.359, any manufactured goods or commodities used or supplied either in the performance of this Agreement or of any subcontract thereto shall be manufactured, assembled or produced

in the United States unless one of the exceptions contained in that Act applies. The CONTRACTOR shall comply with such requirements and shall provide proof of compliance with this provision both at the time of bid and before any payment is made on the Agreement. Pursuant to RSMo. § 71.140, preference shall be given to materials, products, supplies, provisions and all other articles produced, manufactured, compounded, made, or grown in the State of Missouri. The CONTRACTOR shall comply with such requirements and shall provide proof of compliance with this provision at the time of bid and before any payment is made on the Contract.

ARTICLE 30 – PRICING

See attached Exhibit A – Scope of Services and Price Proposal for pricing information.

ARTICLE 31 – PROJECT SCHEDULE AND RESPONSE TIME

The CITY will provide a Notice to Proceed dated at least by **September 16, 2015, if not before,** to the CONTRACTOR. The CONTRACTOR is allowed **44 days (or October 31, 2015)** from the date of the Notice to Proceed to complete all work and reach Final Completion. A 30 day extension from the Final Completion date for restoration work (final grading and seeding) only may be considered.

ARTICLE 32 – ENVIRONMENTAL NOTICE

CONTRACTOR should be aware of the highly corrosive effects of hydrogen sulfide that is present at some CITY jobsites. CONTRACTOR shall provide corrosion resistant protective coatings where needed on CITY materials and or parts as a part of any repairs, rebuilds or replacements provided hereunder.

ARTICLE 33 – PARTS PROTECTIVE COATING

The CITY requires and CONTRACTOR shall provide that each fire hydrant, valve, valve box cover, pipe, water meter lid with ring assembly and manhole lid with ring assembly included within the Services herein is to be painted and or coated with an appropriate hard surface protective coating, which matches the original paint color or coating of the part(s) sent in for service, unless otherwise specified.

ARTICLE 34 –PREVAILING WAGES

CONTRACTOR shall comply with the terms of the Prevailing Wage Act, R.S.Mo. § 290.230, where applicable in the provision of Services under this Agreement.

[Remainder of Page Intentionally Left Blank. Signature Page Immediately Follows]

SIGNATURE PAGE FOR AGREEMENT BETWEEN CITY OF BELTON, MISSOURI AND SAK CONSTRUCTION, LLC.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the dates written below.

CITY

BELTON, MISSOURI

By: _____

Title: Jeff Davis, Mayor

Date: _____

CONTRACTOR

SAK Construction, LLC,

By: _____

Title: _____

Date: _____

Approved as to form:

City Attorney (Date)

ATTACHMENT NO. 3

AFFIDAVIT OF ENROLLMENT IN FEDERAL WORK AUTHORIZATION PROGRAM

STATE OF _____)
) ss.
COUNTY OF _____)

I, _____, do hereby authenticate that I am a duly authorized agent of _____ and I have all requisite power and authority to execute and deliver this Affidavit and am competent to testify to the matters stated herein on behalf of _____.

1. _____ is enrolled and participates in a federal work authorization program with respect to the employees working in connection with the contracted services and documentation verifying said enrollment is attached.

2. _____ does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

By: _____

Printed Name _____

Company _____

Subscribed and sworn to before me this ____ day of _____, 2015.

Notary Public

My Commission Expires:



SAK™

Pipeline Infrastructure. Solved.™

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

Exhibit A – Scope of Services and Price Proposal

August 20, 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

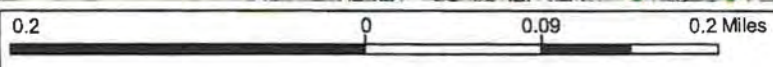
Joseph A. Huffman
Business Development

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

1:5,420



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

Notes

SECTION VI
K

BILL NO. 2015-69

ORDINANCE NO. 2015-

AN ORDINANCE APPROVING AN AMENDMENT TO THE CITY'S ZONING MAP, FROM M-1 (LIGHT MANUFACTURING) TO C-2 (GENERAL COMMERCIAL), FOR A 2.28-ACRE TRACT OF LAND, LOCATED ON SOUTH PECULIAR DRIVE, JUST NORTH OF CUNNINGHAM INDUSTRIAL PARKWAY, IN THE CITY OF BELTON, CASS COUNTY, MISSOURI.

WHEREAS, the Belton Planning Commission has received a request to rezone a 2.28-acre tract of land, located on South Peculiar Drive, just north of Cunningham Industrial Parkway, in the City of Belton, Cass County, Missouri from M-1 (Light Manufacturing) to C-2 (General Commercial) District.

WHEREAS, a public hearing was held before the Belton Planning Commission on May 18, 2015 in accordance with the provisions of Section 20-2 of the Unified Development Code of the City; and

WHEREAS, notice of the hearing was sent to property owners within 185-feet of the subject property by certified mail on April 24, 2015; and

WHEREAS, the Belton Planning Commission voted by a majority (8-0) of those present to recommend APPROVAL of the Zone Change to the City Council with condition(s).

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

Section 1. That the subject property, heretofore possessing an M-1 (Light Manufacturing) zoning classification is hereby rezoned to C-2 (General Commercial) zoning classification and is hereby approved.

Section 2. That a public hearing was held before the Belton Planning Commission on May 18, 2015 in accordance with the provisions of Section 20-2, of the Unified Development Code of the City, and the request received a recommendation of approval from the Commission.

Section 3. That the following conditions shall apply as a matter of record for this Zone Change:

1. The following Land Uses as outlined in Section 40 of the Unified Development Code shall be allowed by-right and/or by special permit.

Section 4. That the Comprehensive Plan and the Zoning Map of the City shall be supplemented and amended to show and reflect the actions taken today.

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

Section 6. This ordinance shall be in full force and effect from and after its passage and approval by the City Council.

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 _____ of _____, 2015, and thereafter adopted as Ordinance No. 2015 _____ of the City of Belton, Missouri, at a regular meeting of the City Council held on the _____ day of _____, 2015, after the second reading thereof by the following vote, to-wit:

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

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



CITY OF BELTON
CITY COUNCIL INFORMATION FORM
TUESDAY, August 25, 2015 / 7:00 P.M.

DATE: August 25, 2015
ASSIGNED STAFF: Robert G. Cooper, City Planner
DEPARTMENT: Community Planning & Development

Table with 4 columns: X Ordinance, Resolution, Consent Item, Change Order; Agreement, Discussion, FYI / Update, Public Hearing

CASE # RZ15-08:

Consideration of a zone change from M-1 (Light Manufacturing) District to C-2 (General Commercial) District for a 2.28-acre tract of land, located on South Peculiar Drive, just north of Cunningham Industrial Parkway.

BACKGROUND:

The entire 5.1-acre tract of land is currently zoned M-1 (Light Manufacturing) with frontage on Cunningham Parkway and South Peculiar Drive. The applicant is requesting a change to the zoning for just half of the total acreage. The applicant would like to rezone a 2.28-acre parcel with frontage to South Peculiar Drive to C-2 (General Commercial) with the remaining 2.82-acres to remain M-1 (Light Manufacturing) District.

The request to rezone is made by Texas Roadhouse, Inc. Their proposal would be to construct a 7,163-sq. ft. dine-in restaurant.

STAFF REPORT

This area consists of a mixture of zoning classifications. The zoning along South Peculiar Drive is divided between C-2 and M-1, while the zoning along Cunningham Parkway is more of a mixture, ranging from R-3A (Multi-Family/Apartment housing) to C-2 and M-1.

The characteristics and predominate land use in the immediate area is commercial/retail. Immediately to the south is Rudroff's, a heating and cooling contractor. Directly north is an Econolodge motel with an Ihop restaurant. The entire Peculiar Drive corridor north, from the proposed site, up to the 58-Hwy and I-49 interchange is currently zoned C-2 (General Commercial).

Comprehensive Plan. The City's Future Land-Use Map designates this area as commercial mixed-use zoning. The rezoning to commercial would be consistent with the City's Future Land Use Map and future plans for this area of the city.

COMPATIBILITY:

The proposed zone change to C-2 (General Commercial) would allow a restaurant by-right...no special permits required.

Additional uses would be allowed in a C-2 zoning district with an approved Special Use Permit. These potential uses would be consistent with existing land uses that are located within the corridor.

ENVIRONMENTAL: The rezoning of the property to commercial as proposed does not appear to pose an increase in environmental impacts than what is currently found within the existing C-2 commercial corridor along E. North Avenue and Peculiar Drive.

PREDOMINANCE: The predominant uses along the South Peculiar Drive corridor are commercial and light manufacturing; e.g.: contractor's storage yards, auto repair shop, restaurants and miscellaneous commercial services.

STAFF RECOMMENDATION

Staff has no on-going concerns or issues with this request.

Community Development staff, support a recommendation to rezone the subject property from M-1 (Light Manufacturing) District to C-2 (General Commercial) District.

PLANNING COMMISSION RECOMMENDATION:

Approve the zone change as requested. The Planning Commission met on May18, 2015 and considered the request for zone change approval, and following staff presentation and discussion, the Planning Commission voted unanimously (8-0) to approve.

ATTACHMENTS

1. Conceptual site plan
2. Proposed Ordinance

Construction Documents For TEXAS ROADHOUSE

City of Belton, Cass County, Missouri

OWNER/DEVELOPER

RH Johnson Company
4520 Madison Avenue, Suite 300
Kansas City, Missouri 64111

CONSULTANT/APPLICANT

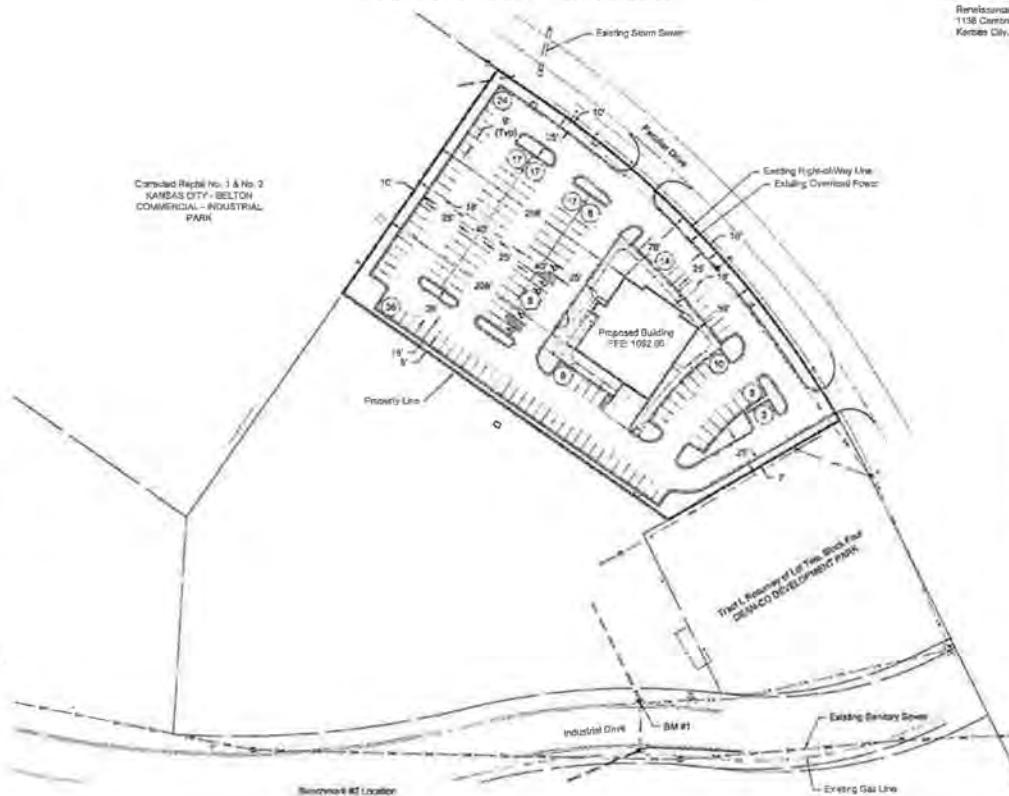
Renaissance Infrastructure Consulting
1138 Cambridge Circle Drive
Kansas City, Kansas 66103

INDEX OF SHEETS

CD1	General Layout
CD2	Grading Plan
CD3	Drainage Area Map
CD4	Drainage Calc
CD5	Storm Sewer Plan & Profile Line A
CD6	Storm Sewer Plan & Profile Line B
CD7	Site Utility Plan
CD8	Erosion Control Plan
CD9	Standard Details - Storm and Curb
CD10	Standard Details - Sanitary
LD1	Standard Details - Erosion Control
LD2	Landscape Plan



Corrected Replat No. 1 & No. 2
KANSAS CITY - BELTON
COMMERCIAL - INDUSTRIAL
PARK



LEGEND

- ⑩ Parking Court
- ⑫ Handicap Parking Court

SITE DATA TABLE

Zoning:
Current Zoning: M-1 Light Industrial
Planned Zoning: C-2 General Commercial

Site Area:
Total Area: 07,364.42 SF / 2.235 Acres
Impervious Area: 92,300 SF (100.4%)
Permeous Area: 94,064 SF (100.4%)

Use	Area	Stalls Required
Residential	7,165 SF (1.08 SF)	143 Stalls
Proposed Parking		
Standard Stalls	101 Stalls	
Handicap Stalls	8 Stalls	
Total		109 Stalls



LEGEND

- | | |
|------------------------------|-----------------------------|
| — Existing Section Line | — Proposed Right-of-Way |
| — Existing Right-of-Way Line | — Proposed Property Line |
| — Existing Lot Line | — Proposed Easement |
| — Existing Easement Line | — Proposed Corn & Gutter |
| — Existing Curb & Gutter | — Proposed Sidewalk |
| — Existing Sidewalk | — Proposed Storm Sewer |
| — Existing Storm Structure | — Proposed Storm Structure |
| — Existing Gas Main | — Proposed Fire Hydrant |
| — Existing Sanitary Sewer | — Proposed Waterline |
| — Existing Sanitary Manhole | — Proposed Sanitary Sewer |
| — Existing Conduit Major | — Proposed Sanitary Manhole |
| — Existing Conduit Minor | — Proposed Conduit Major |
| | — Proposed Conduit Minor |
| | — Future Curb and Gutter |

PROJECT BENCHMARKS

BM #1
1" mark at the top corner of curb face north side Cunningham Industrial Parkway approximately 300 feet west of Fletcher Drive. Elev. 1096.03

BANK
Top center of sanitary manhole north side Cunningham Industrial Parkway approximately 80 feet east of Southwest property corner. Elev. 1102.04

FLOODPLAIN NOTE

According to the F.E.M.A Flood Insurance Rate Map Number 2307C0017F, effective January 2, 2015, the flood line in Zone "C", defined as areas determined to be outside of the 0.2% annual chance floodplain.

UTILITY CONTACT INFORMATION

Cable Television

Time Warner Cable
Kansas City, Missouri
Phone: 816.239.8833
Link: Time Warner Cable

Telephones

AT&T
Belton, Missouri 64012
Phone: 800.954.7628
Link: AT&T

Electricity

Kansas City Power & Light
Kansas City, Missouri 64141
Phone: 816.471.5275
Link: KCP&L

Water & Sewer

City of Belton
506 Main Street
Belton, Missouri 64013
Phone: 816.331.4331
Link: City of Belton Water & Sewer

Natural Gas

Missouri Gas Energy
Kansas City, Missouri 64111
Phone: 816.798.2302
Link: MGE

LEGAL DESCRIPTION

All that part of the Northeast Quarter of the Northwest Quarter of Section 16, Township 46, Range 32, in the City of Belton, Cass County, Missouri, more particularly described as follows:
Beginning at the most northerly corner of Tract 1, RESURVEY OF LOT TWO, BLOCK FOUR, DEANCO DEVELOPMENT PARK, a subdivision of and in said City of Belton, in said Northwest Quarter, thence South 80°59'28" West, along the Northerly line of said Tract 1 and to Southwesterly extension, a distance of 273.04 feet North 83°27'48" West, a distance of 330.90 feet, to the Southwesterly line of CORRECTED REPLAT NO. 1 & NO. 2, KANSAS CITY - BELTON COMMERCIAL - INDUSTRIAL PARK, a subdivision of and in said City of Belton, in said Northwest Quarter, thence North 34°57'12" East, along said Tract's easterly line, a distance of 324.74 feet, to the Northeast corner of said CORRECTED REPLAT NO. 1 & NO. 2, KANSAS CITY - BELTON COMMERCIAL - INDUSTRIAL PARK and to the Westerly right-of-way line of said U.S. Interstate Highway 44; thence South 85°02'44" East, along said Westerly right-of-way line, a distance of 80.70 feet to a point of curvature, thence Southwesterly, a long a curve to the right having a radius of 914.94 feet and a central angle of 25°12'47", an arc distance of 402.50 feet to the Point of Beginning, Containing 125,250 square feet or 2.875 acres, more or less.



SHEET
CD1

CONSTRUCTION DOCUMENTS
14-0220
TEXAS ROADHOUSE BELTON, MISSOURI

GENERAL LAYOUT

Renaissance
Infrastructure
Consulting

PROJECT LOCATION MAP
DATE: 08/14/2014
DRAWN BY: J. W. BROWN
CHECKED BY: J. W. BROWN
SCALE: AS SHOWN
SHEET NO. CD1 OF 10

SECTION VI
L

BILL NO. 2015-70

ORDINANCE NO. 2015-

AN ORDINANCE APPROVING THE FINAL PLAT OF TEXAS ROADHOUSE, A RESTAURANT DEVELOPMENT, LOCATED ON A 2.28-ACRE TRACT OF LAND, LOCATED ON THE WEST SIDE OF PECULIAR DRIVE, DIRECTLY NORTH OF CUNNINGHAM INDUSTRIAL PARKWAY, IN THE CITY OF BELTON, CASS COUNTY, MISSOURI.

WHEREAS, it is the Planning Commission's responsibility to review and approve, approve conditionally or disapprove plats within a reasonable time after submission; and

WHEREAS, the Final Plat was hereby reviewed by staff and duly presented to the Belton Planning Commission at a regular meeting held on August 17, 2015; and

WHEREAS, the Belton Planning Commission voted unanimously to recommend approval of the Final Plat of Texas Roadhouse, to the City Council,

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

Section 1. That the Final Plat of Texas Roadhouse, a restaurant development on a 2.28-acre tract of land, located on the west side of Peculiar Drive, directly north of Cunningham Industrial Parkway, in the City of Belton, Cass County, Missouri is hereby accepted and approved and that the appropriate city officials are hereby authorized to execute same.

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

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

Duly read two (2) times and passed this ____ day of _____, 2015.

Approved this ____ day of _____, 2015.

Mayor Jeff Davis

Mayor Jeff Davis

ATTEST:

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

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

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

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

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



CITY OF BELTON
CITY COUNCIL INFORMATION FORM

MEETING DATE: August 25, 2015
ASSIGNED STAFF: Robert G. Cooper, City Planner

DEPARTMENT: Community Planning and Development

Table with 4 columns: Ordinance (checked), Agreement, Resolution, Discussion, Consent Item, FYI/Update, Change Order, Public Hearing.

CASE #FP15-13

Consideration of Final Plat approval for Texas Roadhouse, a 2.28-acre, restaurant development, located on the north side of Peculiar Drive, directly north of Cunningham Industrial Parkway.

BACKGROUND

The city's development review committee has convened on several occasions and met with the developer to discuss and review the elements of the plat and the general layout of the site. The Planning Commission approved their request for a zone change for this site from M-1 to C-2 on May 13, 2015.

REVIEW

The site will consist of a 7,163-square foot dine-in restaurant with a lounge and dining area.

The City's future land use map identifies this area as commercial/retail, with restaurants as a permitted use by-right within this high density corridor.

Ingress and egress to the development will be from Peculiar Drive.

NOTE: Pursuant to Section 36-37 of the Unified Development Code, if a final plat is not recorded within one year of the date of the Planning Commission's approval of the final plat, the approval shall become null and void and a new final plat must be submitted to the commission and the governing body for their consideration. No building shall be occupied until the final plat has been recorded with the Cass County Recorder's Office.

STAFF RECOMMENDATION:

Staff recommends the approval of the Final Plat for Texas Roadhouse.

PLANNING COMMISSION RECOMMENDATION:

Approve the Final Plat as requested. The Planning Commission met on August 17, 2015 and considered the request for the Final Plat approval, and following staff presentation and discussion, the Planning Commission voted unanimously (8-0) to approve.

ATTACHMENTS

- 1. Ordinance
2. Final Plat

SECTION VI
M

BILL NO. 2015-71

ORDINANCE NO. 2015-

AN ORDINANCE APPROVING A FINAL DEVELOPMENT PLAN FOR TEXAS ROADHOUSE, A RESTAURANT DEVELOPMENT, ON A 2.28-ACRE TRACT OF LAND, LOCATED ON THE WEST SIDE OF PECULIAR DRIVE, DIRECTLY NORTH OF CUNNINGHAM INDUSTRIAL PARKWAY, CITY OF BELTON, CASS COUNTY, MISSOURI.

WHEREAS, it is the Planning Commission’s responsibility to review and approve, approve conditionally or disapprove development plans within a reasonable time after submission; and

WHEREAS, the Final Development Plan was hereby reviewed by staff and duly presented to the Belton Planning Commission at a regular meeting held on August 17, 2015; and

WHEREAS, the Belton Planning Commission voted unanimously to recommend approval of the Final Development Plan for Texas Roadhouse, a restaurant development, to the City Council.

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

Section 1. That the Final Development Plan for Texas Roadhouse, a restaurant development, located on the west side of Peculiar Drive, directly north of Cunningham Industrial Parkway, in the City of Belton, Cass County, Missouri, is hereby accepted and approved and that the appropriate city officials are hereby authorized to execute same.

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

Section 3. That this ordinance shall be in full force and effect upon the execution and recording of a development agreement between the city and developer.

Duly read two (2) times and passed this _____ day of ____, 2015.

Mayor Jeff Davis

Approved this _____ day of ____, 2015.

Mayor Jeff Davis

ATTEST:

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

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

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

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

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



CITY OF BELTON CITY COUNCIL INFORMATION FORM

MEETING DATE: August 25, 2015
ASSIGNED STAFF: Robert G. Cooper, City Planner

DEPARTMENT: Community Planning and Development

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

CASE #FDP15-13

Consideration of the Final Development Plan approval for Texas Roadhouse, a 2.28-acre, restaurant development, located on the west side of Peculiar Drive, directly north of Cunningham Industrial Parkway.

BACKGROUND

The city’s development review committee has convened on several occasions and met with the developer to discuss and review the elements of the plat and the general layout of the site. The Planning Commission approved their request for a zone change for this site from M-1 to C-2 on May 13, 2015.

The developer has submitted a final development plan for this dine-in restaurant project.

Upon City Council acceptance of the development plan, the developer is ready to submit construction documents and begin construction.

REVIEW

Renaissance Infrastructure Consulting, on behalf of Texas Roadhouse, has submitted development plans for this project. Staff has reviewed the following key elements of the site plan:



Aerial photograph: Surrounding area of the proposed Texas Roadhouse restaurant

Lot 2 Dimension: 99,214-sq. ft. or 2.28-acre.

Intended Use: Restaurant

Building Size: 7,163- square feet

Land Use Map: The subject site is located within one of the city's major commercial/retail corridors.

Access: There will be direct access from Peculiar Drive. The site is designed to control the traffic flow with two ingress/egress access points.

Parking: The parking ratio for this project is 1:50-sq. ft. (gfl), which equates to no less than 143-parking spaces. The site will provide for 172 parking spaces including six (6) handicap stalls.

Signage: The restaurant will utilize three (3) wall signs which will be visible from Cunningham, Peculiar Drive and I-49.

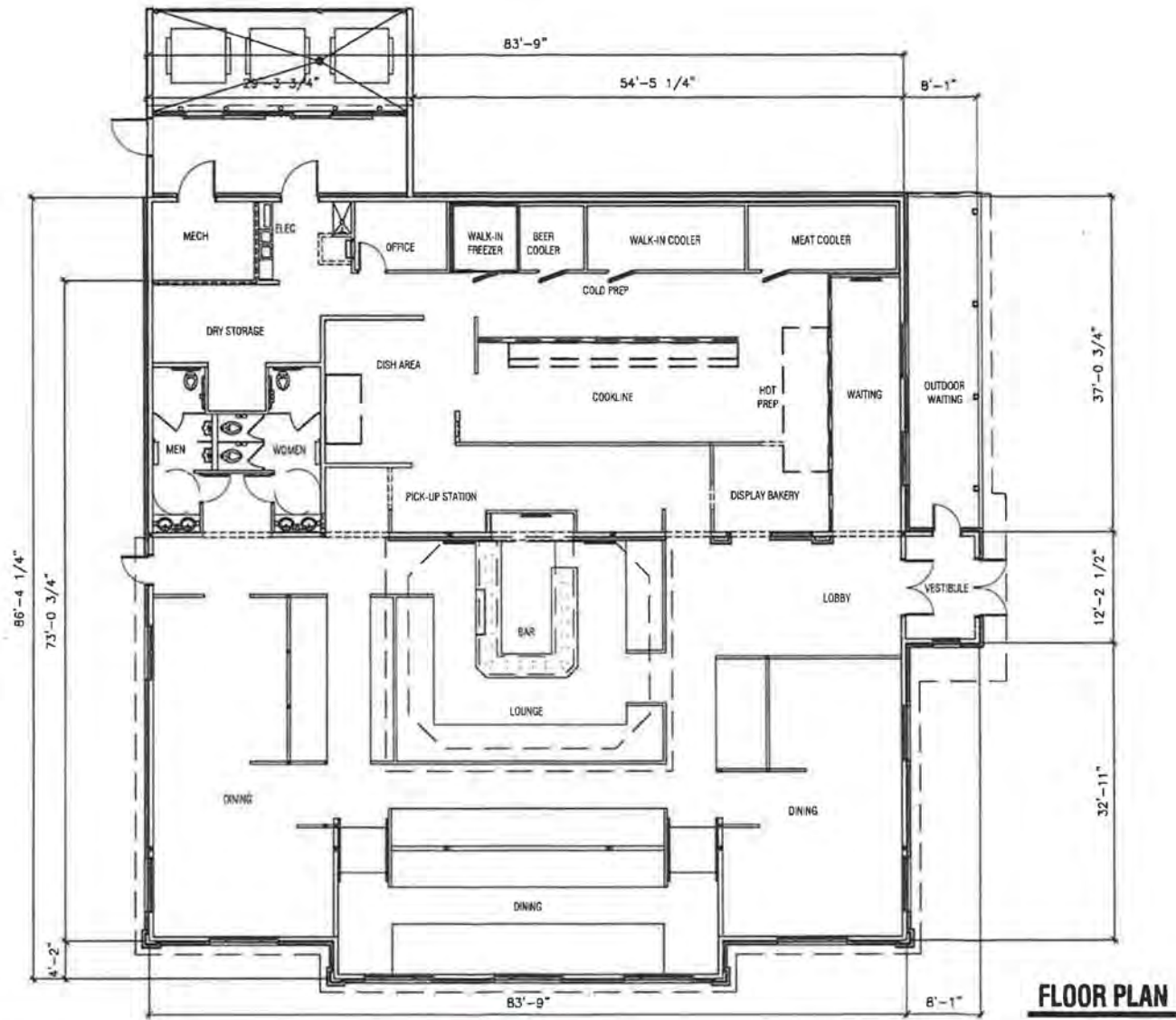
Landscaping: The project will have an assortment of shrubs and trees ...all meeting or exceeding the minimum caliper size of 2½ inches at planting. All disturbed land areas not landscaped will be sodded (tall fescue/bluegrass) mixture with an irrigation system, complete with a back-flow preventer. Rain-gardens and other storm water BMP's have been integrated within the landscaping to help mitigate storm-water run-off.

PLANNING COMMISSION RECOMMENDATION:

Approve #FDP15-13, Final Development Plan approval for the Texas Roadhouse restaurant, located on the west side of Peculiar Drive and directly north of Cunningham Parkway.

ATTACHMENTS

1. Final Development Plan
2. Building Elevations
3. Proposed Ordinance



FLOOR PLAN





FRONT ELEVATION

SCALE: 3/32" = 1'-0"



RIGHT ELEVATION

SCALE: 3/32" = 1'-0"



160 W. Carmel Drive, Suite 236 Carmel, IN 46032
 (317) 581-7799 Fax (317) 581-7783

Manufacturing Facilities:
 Oceanside - Ellettsville - Jacksonville - Columbus
 Office Locations:
 Oceanside - Las Vegas - Laughlin - Idaho Falls
 Ellettsville - Jacksonville - Houston - San Antonio
 Corpus Christi - Grifton - Milwaukee
 Wilevokovsk - Louisville - Indianapolis - Columbus
 Cincinnati - Westerville - Knoxville - Tunica
 Atlanta - Tampa - Daytona Beach - Winter Park
 Building Quality Signage Since 1901

Revisions:

 Colors Depicted in This Rendering May Not Match Actual Finished Materials. Refer To Physical Samples For Exact Color Match.
 Client Approval/Date: _____
 Landlord Approval/Date: _____

Account Rep: Randy Cearlock
 Project Manager: S. Maeser
 Drawn By: S. Maeser



Job Number: 23-
 Date: OCTOBER 2012
 Sheet Number: 1 of 6
 Design Number: 23-

This original drawing is provided as part of a planned project and is not to be exhibited, copied or reproduced without the written permission of Federal Health Sign Company, LLC or its authorized agents. © 2008

SECTION VI
N

BILL NO. 2015-72

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



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: 08/25/2015

DIVISION: Engineering

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

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

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

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 _____)
) ss
COUNTY OF _____)

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	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 & Bemadine 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. Scheels	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

SECTION VI
O

BILL NO. 2015-73

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



CITY OF BELTON

CITY COUNCIL INFORMATION FORM

AGENDA DATE: 08/25/2015

DIVISION: Engineering

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

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

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

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	Westville Circle LLC	Grandview	7,705.65	1,625.00	0.00	0.00	7,705.65
8	Westville 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. & Connie 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).

SECTION VI
P

BILL NO. 2015-74

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



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: 08/25/2015

DIVISION: Engineering

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

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

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 projet 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)



(Signature)

(Typed or printed name)

Tim Orrick

(Typed or printed name)

Title

Managing Partner

Title

Attest By:

(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	<u>\$750.00</u>	<u>\$0.00</u>
	\$36,750.00	\$12,000.00
	<u>Total Contract Not to Exceed \$48,750.00</u>	

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 JD 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	Viollan 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.

SECTION VI
Q

AN ORDINANCE DETERMINING AND DECLARING THE NECESSITY OF ACQUIRING FOR PUBLIC USE TEMPORARY CONSTRUCTION, PERMANENT EASEMENTS, AND RIGHT-OF-WAY FOR THE CONSTRUCTION AND MAINTENANCE OF ROAD IMPROVEMENTS RELATED TO THE 155TH STREET WIDENING PROJECT GENERALLY LOCATED IN SECTION 1, TOWNSHIP 46 NORTH, RANGE 33 WEST, ALL IN THE CITY OF BELTON, CASS COUNTY, MISSOURI; AUTHORIZING THE CITY AND ITS DESIGNEES TO NEGOTIATE FOR THE PURPOSE OF ACQUIRING THE EASEMENTS BY CONTRACT OR CONDEMNATION; AND AUTHORIZING THE CITY ATTORNEY AND ITS DESIGNEES TO INSTITUTE CONDEMNATION PROCEEDINGS IF SUCH INTERESTS IN LAND CANNOT BE ACQUIRED BY PURCHASE THROUGH GOOD FAITH NEGOTIATIONS.

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

WHEREAS, the City Council for the City of Belton, Missouri, pursuant to the advice and recommendation of the City Manager, deems it necessary, desirable, advisable and in the public interest to acquire temporary construction and permanent utility easements, together with all appurtenances related thereto, necessary for the purpose of construction and maintenance of road improvements related to the 155th Street Widening Project and other related public improvements associated with the operation of the City's road, which property is generally located in Section 1, Township 46 North, Range 33 West, all within the City of Belton, Cass County, Missouri, and as legally described on the attached Exhibit A (collectively, the "Project"); and

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

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

SECTION 1. It is hereby found, determined and declared that it is necessary and in the public interest for the public purpose of constructing and maintaining the public improvements that are part of the Project, and which are for the benefit of the citizens of the City, pursuant to the plans and specifications on file at Belton City Hall, to acquire, by purchase or condemnation proceedings temporary and permanent easements necessary for construction and maintenance of the Project over, under and through the tracts of land legally described and depicted on Exhibit A and Exhibit B attached hereto (collectively, the "Easements").

SECTION 2. That the City Manager and his designees are hereby authorized to negotiate with the owners of the Easement property as herein described for the purpose of acquiring the Easements.

SECTION 3. That the City Manager and his designees are hereby authorized to execute necessary documents to pay and disburse funds to such owner, and any other party holding property rights

or interests, and escrow agents pursuant to negotiated agreements associated with the acquisition of the Easements.

SECTION 4. That, in the event of failure, following good faith negotiations, to reach agreement on the amount of compensation to be paid for the Easements and the acquisition thereof by purchase, the City Attorney and its designees are hereby authorized and directed to institute condemnation proceedings for the purpose of acquiring the Easements in the manner provided by the Revised Statutes of the State of Missouri.

SECTION 5. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 6. That this ordinance shall be in full force and effect from and after its passage and approval.

DULY READ TWO (2) TIMES AND PASSED this _____ day of _____, 2015.

Mayor Jeff Davis

APPROVED this _____ day of _____, 2015.

Mayor Jeff Davis

ATTEST:

City Clerk

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

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

AYES: COUNCILMEN:

NAYES: COUNCILMEN:

ABSENT: COUNCILMEN:

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

Exhibit A

Legal Descriptions

Tract 29 – Temporary Construction Easement

ALL THAT PART OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 46 NORTH, RANGE 33 WEST, IN THE CITY OF BELTON, CASS COUNTY MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A CAPPED 5/8-INCH IRON PIN AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER OF SECTION 1; THENCE S02°24'26"W, ALONG THE EAST LINE OF SAID NORTHEAST QUARTER OF SECTION 1, 28.71 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF 155TH STREET AS NOW ESTABLISHED, FOR THE POINT OF BEGINNING; THENCE CONTUNING S02°24'26"W, ALONG THE EAST LINE OF SAID NORTHEAST QUARTER OF SECTION 1, 10.00 FEET; THENCE N86°21'44"W, 38.58 FEET; THENCE S38°34'04"W, 36.59 FEET; THENCE N86°21'44"W, 16.50 FEET; THENCE N31°25'56"W, 36.65 FEET; THENCE N86°21'44"W, 120.41 FEET; THENCE N03°38'16"E, 3.00 FEET: THENCE N86°21'44"W, 80.09 FEET; THENCE S02°20'06"W, 10.00 FEET; THENCE N86°21'44"W, 45.01 FEET; THENCE N02°20'06"E, 10.00 FEET; THENCE N86°21'44"W, 50.01 FEET; THENCE S02°20'06"W, 5.00 FEET; THENCE N86°21'44"W, 5.00 FEET TO A POINT ON THE EAST LINE OF DIKEWOOD ADDITION, A RECORDED PLAT IN THE CITY OF BELTON, CASS COUNTY, MISSOURI; THENCE N02°20'06"E, ALONG THE EAST LINE OF SAID DIKEWOOD ADDITION, 12.00 FEET TO THE NORTHEAST CORNER OF SAID DIKEWOOD ADDITION AND SAID SOUTH RIGHT-OF-WAY LINE OF 155TH STREET; THENCE S86°21'44"E, ALONG SAID SOUTH RIGHT-OF-WAY LINE OF 155TH STREET, 397.56 FEET TO THE POINT OF BEGINNING. CONTAINING 5035.6 SQ. FT. (0.116 AC) MORE OR LESS. SUBJECT TO ALL RIGHTS, EASEMENTS AND RESTRICTIONS OF RECORD.

Tract 30 – Temporary Construction Easement

ALL THAT PART OF LOT 81, DIKEWOOD ADDITION, AS RECORDED IN PLAT BOOK 2, PAGE 62, IN THE CITY OF BELTON, CASS COUNTY MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 81; THENCE S02°20'06"W, ALONG THE EAST LINE OF SAID LOT 81, A DISTANCE OF 27.00 FEET; THENCE N86°21'44"W, 46.01 FEET; THENCE N02°20'06"E, 17.00 FEET; THENCE N86°21'44"W, 98.84 FEET; THENCE S02°20'06"W, 12.00 FEET; THENCE N86°21'44"W, 5.00 FEET TO A POINT ON THE WEST LINE OF SAID LOT 81; THENCE N02°20'06"E, ALONG THE WEST LINE OF SAID LOT 81, 22.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 81; THENCE S86°21'44"E, ALONG THE NORTH LINE OF SAID LOT 81, 149.85 FEET (MEASURED) TO THE POINT OF BEGINNING. CONTAINING 2340.72 SQ. FT. (0.054 AC). SUBJECT TO ALL RIGHTS, EASEMENTS AND RESTRICTIONS OF RECORD.

Tract 31 – Temporary Construction Easement

ALL OF THE NORTHERLY 7.00 FEET OF LOT 82, DIKEWOOD ADDITION, AS RECORDED IN PLAT BOOK 2, PAGE 62, IN THE CITY OF BELTON, CASS COUNTY MISSOURI. SAID TEMPORARY CONSTRUCTION EASEMENT CONTAINING 1050.00 SQ. FT. (0.024 AC). SUBJECT TO ALL RIGHTS, EASEMENTS AND RESTRICTIONS OF RECORD.

Tract 32 – Temporary Construction Easement

ALL THAT PART OF LOT 127, DIKEWOOD ADDITION, AS RECORDED IN PLAT BOOK 2, PAGE 62, IN THE CITY OF BELTON, CASS COUNTY MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 127; THENCE S02°20'06"W ALONG THE EASTERLY LINE OF SAID LOT 127, 7.00 FEET; THENCE N86°21'44"W, 140.04 FEET; THENCE S02°20'06"W, 11.00 FEET; THENCE N86°21'44"W, 10.00 FEET TO A POINT ON THE WESTERLY LINE OF SAID LOT 127; THENCE N02°20'06"E, ALONG THE WESTERLY LINE OF SAID LOT 127, 18.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 127; THENCE S86°21'44"E, ALONG THE NORTHERLY LINE OF SAID LOT 127, 150.04 FEET TO THE POINT OF BEGINNING. SAID TEMPORARY CONSTRUCTION EASEMENT CONTAINING 1160.30 SQ. FT. (0.027 AC). SUBJECT TO ALL RIGHTS, EASEMENTS AND RESTRICTIONS OF RECORD.

Tract 33 – Temporary Construction Easement

ALL THAT PART OF LOT 128, DIKEWOOD ADDITION, AS RECORDED IN PLAT BOOK 2, PAGE 62, IN THE CITY OF BELTON, CASS COUNTY MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 128; THENCE S02°20'06"W ALONG THE EASTERLY LINE OF SAID LOT 128, 8.00 FEET; THENCE N86°21'44"W, 75.02 FEET; THENCE S02°20'06"W, 5.00 FEET; THENCE N86°21'44"W, 65.33 FEET; THENCE S40°12'55"W, 15.77 FEET TO A POINT ON THE WESTERLY LINE OF SAID LOT 128; THENCE N02°20'06"E, ALONG THE WESTERLY LINE OF SAID LOT 128, 25.67 FEET TO THE NORTHWEST CORNER OF SAID LOT 128; THENCE S86°21'44"E, ALONG THE NORTHERLY LINE OF SAID LOT 128, 150.04 FEET, TO THE POINT OF BEGINNING. SAID TEMPORARY CONSTRUCTION EASEMENT CONTAINING 1636.75 SQ. FT. (0.038 AC). SUBJECT TO ALL RIGHTS, EASEMENTS AND RESTRICTIONS OF RECORD.

Tract 34 – Temporary Construction Easement

ALL THAT PART OF LOT 173, DIKEWOOD ADDITION, AS RECORDED IN PLAT BOOK 2, PAGE 62, IN THE CITY OF BELTON, CASS COUNTY MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 173; THENCE S02°20'06"W ALONG THE EASTERLY LINE OF SAID LOT 173, 25.67 FEET; THENCE S40°12'55"W, 30.05 FEET; THENCE N54°21'13"W, 69.42 FEET; THENCE N86°21'44"W, 68.55 FEET; THENCE S02°20'06"W, 10.00 FEET; THENCE N86°21'44"E, 5.00 FEET TO A POINT ON THE WESTERLY LINE OF SAID LOT 173, THENCE N02°20'06"E, ALONG THE WESTERLY LINE OF SAID LOT 173, 23.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 173; THENCE S86°21'44"E, ALONG THE NORTHERLY LOT LINE OF SAID LOT 173, 150.04 FEET TO THE POINT OF BEGINNING. SAID TEMPORARY CONSTRUCTION EASEMENT CONTAINING 3524.52 SQ. FT. (0.081 AC). SUBJECT TO ALL RIGHTS, EASEMENTS AND RESTRICTIONS OF RECORD.

Tract 35 – Temporary Construction Easement

ALL THAT PART OF LOT 174, DIKEWOOD ADDITION, AS RECORDED IN PLAT BOOK 2, PAGE 63, IN THE CITY OF BELTON, CASS COUNTY MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 174; THENCE S02°20'06"W ALONG THE EASTERLY LINE OF SAID LOT 174, 3.00 FEET; THENCE N86°21'44"W, 70.02 FEET; THENCE S02°20'06"W, 6.00 FEET; THENCE N86°21'44"W, 81.36 FEET TO A POINT ON THE WESTERLY LINE OF SAID LOT 174; THENCE N02°20'06"E, ALONG THE WESTERLY LINE OF SAID LOT 174, 9.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 174; THENCE S86°21'44"E, ALONG THE NORTHERLY LOT LINE OF SAID LOT 174, 151.37 FEET TO THE POINT OF BEGINNING. SAID TEMPORARY CONSTRUCTION EASEMENT CONTAINING 942.26 SQ. FT. (0.022 AC). SUBJECT TO ALL RIGHTS, EASEMENTS AND RESTRICTIONS OF RECORD.

Tract 36 – Temporary Construction Easement

ALL THAT PART OF LOT 219, DIKEWOOD ADDITION, AS RECORDED IN PLAT BOOK 2, PAGE 63, IN THE CITY OF BELTON, CASS COUNTY MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 219; THENCE S02°20'06"W ALONG THE EASTERLY LINE OF SAID LOT 219, 9.00 FEET; THENCE N86°21'44"W, 15.00 FEET; THENCE S02°20'06"W, 5.00 FEET; THENCE N86°21'44"W, 65.02 FEET; THENCE N02°20'06"E, 10.00 FEET; THENCE N86°21'44"W, 44.31 FEET; THENCE S62°14'53"W, 29.71 FEET TO A POINT ON THE WESTERLY LINE OF SAID LOT 219; THENCE N02°20'06"E, ALONG THE WESTERLY LINE OF SAID LOT 219, 19.48 FEET TO THE NORTHWEST CORNER OF SAID LOT 219; THENCE S86°21'44"E, ALONG THE NORTHERLY LOT LINE OF SAID LOT 219, 150.04 FEET TO THE POINT OF BEGINNING. SAID TEMPORARY CONSTRUCTION EASEMENT CONTAINING 1524.26 SQ. FT. (0.035 AC). SUBJECT TO ALL RIGHTS, EASEMENTS AND RESTRICTIONS OF RECORD.

Tract 37 – Temporary Construction Easement

ALL THAT PART OF LOT 220, DIKEWOOD ADDITION, AS RECORDED IN PLAT BOOK 2, PAGE 63, IN THE CITY OF BELTON, CASS COUNTY MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 220; THENCE S02°20'06"W ALONG THE EASTERLY LINE OF SAID LOT 220, 14.00 FEET; THENCE N86°21'44"W, 15.00 FEET; THENCE N02°20'06"E, 10.00 FEET; THENCE N86°21'44"W, 27.01 FEET; THENCE S02°20'06"W, 2.00 FEET; THENCE N86°21'44"W, 50.01 FEET; THENCE N02°20'06"E, 2.00 FEET; THENCE N86°21'44"W, 58.02 FEET TO A POINT ON THE WESTERLY LINE OF SAID LOT 220; THENCE N02°20'06"E, ALONG THE WESTERLY LINE OF SAID LOT 220, 4.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 220; THENCE S86°21'44"E, ALONG THE NORTHERLY LOT LINE OF SAID LOT 220, 150.04 FEET TO THE POINT OF BEGINNING. SAID TEMPORARY CONSTRUCTION EASEMENT CONTAINING 850.22 SQ. FT. (0.020 AC). SUBJECT TO ALL RIGHTS, EASEMENTS AND RESTRICTIONS OF RECORD.

Tract 38 – Temporary Construction Easement

ALL THAT PART OF LOT 265, DIKEWOOD ADDITION, AS RECORDED IN PLAT BOOK 2, PAGE 63, IN THE CITY OF BELTON, CASS COUNTY MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 265; THENCE S02°20'06"W ALONG THE EASTERLY LINE OF SAID LOT 265, 4.00 FEET; THENCE N86°21'44"W, 135.03 FEET; THENCE S02°20'06"W, 16.00 FEET; THENCE N86°21'44"W, 15.00 FEET TO A POINT ON THE WESTERLY LINE OF SAID LOT 265; THENCE N02°20'06"E, ALONG THE WESTERLY LINE OF SAID LOT 265, 20.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 265; THENCE S86°21'44"E, ALONG THE NORTHERLY LOT LINE OF SAID LOT 265, 150.04 FEET TO THE POINT OF BEGINNING. SAID TEMPORARY CONSTRUCTION EASEMENT CONTAINING 840.22 SQ. FT. (0.019 AC). SUBJECT TO ALL RIGHTS, EASEMENTS AND RESTRICTIONS OF RECORD.

Tract 39 – Right-of-Way

ALL THAT PART OF LOT 266, DIKEWOOD ADDITION, AS RECORDED IN PLAT BOOK 2, PAGE 63, IN THE CITY OF BELTON, CASS COUNTY MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 266 (PLATTED); THENCE S02°20'06"W ALONG THE EASTERLY LINE OF SAID LOT 266, 2.59 FEET; THENCE N86°18'21"W, 150.04 FEET, TO A POINT ON THE WESTERLY LINE OF SAID LOT 266; THENCE N02°20'06"E, ALONG THE WESTERLY LINE OF SAID LOT 266, 2.44 FEET TO THE NORTHWEST CORNER OF SAID LOT 266; THENCE S86°21'44"E, ALONG THE NORTHERLY LINE OF SAID LOT 266, 150.04' FEET TO THE POINT OF BEGINNING. SAID RIGHT-OF-WAY CONTAINING 376.91 SQ. FT. (0.009 AC). SUBJECT TO ALL RIGHTS, EASEMENTS AND RESTRICTIONS OF RECORD.

Tract 39 – Temporary Construction Easement

ALL THAT PART OF LOT 266, DIKEWOOD ADDITION, AS RECORDED IN PLAT BOOK 2, PAGE 63, IN THE CITY OF BELTON, CASS COUNTY MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 266 (PLATTED); THENCE S02°20'06"W ALONG THE EASTERLY LINE OF SAID LOT 266, 2.59 FEET FOR THE POINT OF BEGINNING; THENCE CONUINING S02°20'06"W, ALONG THE EAST LINE OF SAID LOT 265, 5.41 TO A POINT 8.00 FEET SOUTH OF THE NORTHERLY LINE OF SAID LOT 266; THENCE N86°21'44"W, 150.04 FEET, TO A POINT ON THE WESTERLY LINE OF SAID LOT 266; THENCE N02°20'06"E, ALONG THE WESTERLY LINE OF SAID LOT 266, 5.56 FEET; THENCE S86°18'21"E, 150.04' TO THE POINT OF BEGINNING. SAID TEMPORARY CONSTRUCTION EASEMENT CONTAINING 823.40 SQ. FT. (0.019 AC). SUBJECT TO ALL RIGHTS, EASEMENTS AND RESTRICTIONS OF RECORD.

Tract 40 – Right-of-Way

ALL THAT PART OF LOT 311, DIKEWOOD ADDITION, AS RECORDED IN PLAT BOOK 2, PAGE 63, IN THE CITY OF BELTON, CASS COUNTY MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 311 (PLATTED); THENCE S02°20'06"W ALONG THE EASTERLY LINE OF SAID LOT 311, 2.44; THENCE N86°18'21"W, 150.04' TO A POINT ON THE WESTERLY LINE OF SAID LOT 311, THENCE N02°20'06"E, ALONG THE WESTERLY LINE OF SAID LOT 311, 2.29 FEET TO THE NORTHWEST CORNER OF SAID LOT 311; THENCE S86°21'44"E, ALONG THE NORTHERLY LINE OF SAID LOT 311, 150.04' TO THE POINT OF BEGINNING. SAID RIGHT-OF-WAY CONTAINING 354.75 SQ. FT. (0.008 AC). SUBJECT TO ALL RIGHTS, EASEMENTS AND RESTRICTIONS OF RECORD.

Tract 40 – Temporary Construction Easement

ALL THAT PART OF LOT 311, DIKEWOOD ADDITION, AS RECORDED IN PLAT BOOK 2, PAGE 63, IN THE CITY OF BELTON, CASS COUNTY MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 311 (PLATTED); THENCE S02°20'06"W ALONG THE EASTERLY LINE OF SAID LOT 311, 2.44 FEET FOR THE POINT OF BEGINNING; THENCE CONUINING S02°20'06"W, ALONG THE EAST LINE OF SAID LOT 311, 5.56 FEET; THENCE N86°21'44"W, 120.03 FEET; THENCE S02°20'06"W, 44.01 FEET; THENCE N86°21'44"W, 30.01 FEET TO A POINT ON THE WESTERLY LINE OF SAID LOT 311; THENCE N02°20'06"E, ALONG THE WESTERLY LOT LINE OF SAID LOT 311, 49.72 FEET; THENCE S86°18'21"E, 150.04 FEET TO THE POINT OF BEGINNING. SAID TEMPORARY CONSTRUCTION EASEMENT CONTAINING 2165.90 SQ. FT. (0.050 AC). SUBJECT TO ALL RIGHTS, EASEMENTS AND RESTRICTIONS OF RECORD.

Tract 41 – Temporary Construction Easement

ALL THAT PART OF LOT 312, DIKEWOOD ADDITION, AS RECORDED IN PLAT BOOK 2, PAGE 63, IN THE CITY OF BELTON, CASS COUNTY MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 312; THENCE S02°20'06"W, ALONG THE EASTERLY LINE OF SAID LOT 312, 9.00 FEET; THENCE N86°21'44"W, 80.80 FEET; THENCE S03°39'15"W, 5.00 FEET; THENCE N86°21'44"W, 120.00 FEET TO A POINT ON THE WESTERLY LINE OF SAID LOT 312; THENCE N03°39'15"E, ALONG THE WESTERLY LOT LINE OF SAID LOT 312, 14.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 312; THENCE S86°21'44"E, ALONG THE NORTHERLY LINE OF SAID LOT 312, 200.60 FEET TO THE POINT OF BEGINNING. SAID TEMPORARY CONSTRUCTION EASEMENT CONTAINING 2406.30 SQ. FT. (0.055 AC). SUBJECT TO ALL RIGHTS, EASEMENTS AND RESTRICTIONS OF RECORD.

Tract 42 – Temporary Construction Easement

ALL THAT PART OF LOT 51, SUNSET HILL ADDITION, AS RECORDED IN PLAT BOOK 2, PAGE 64, IN THE CITY OF BELTON, CASS COUNTY MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 51; THENCE S03°39'15"W, ALONG THE EASTERLY LINE OF SAID LOT 51, 14.00 FEET; THENCE N86°20'45"W, 12.00 FEET; THENCE S03°39'15"W, 23.00 FEET; THENCE N86°21'44"W, 55.02 FEET; N03°39'15"E, 21.00 FEET; THENCE N86°21'44"W, 73.07 FEET; THENCE N66°30'11"W, 26.49 FEET; THENCE N86°21'44"W, 25.01 FEET TO A POINT ON THE WESTERLY LINE OF SAID LOT 51; THENCE N03°41'53"E, ALONG THE EASTERLY LINE OF SAID LOT 51, 7.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 51, THENCE S86°21'44"E, ALONG THE NORTHERLY LINE OF SAID LOT 51, 190.02 FEET TO THE POINT OF BEGINNING. SAID TEMPORARY CONSTRUCTION EASEMENT CONTAINING 3834.55 SQ. FT. (0.088 AC). SUBJECT TO ALL RIGHTS, EASEMENTS AND RESTRICTIONS OF RECORD.

Tract 43 – Temporary Construction Easement #1

ALL THAT PART OF LOT 41, SUNSET HILL ADDITION, AS RECORDED IN PLAT BOOK 2, PAGE 64, IN THE CITY OF BELTON, CASS COUNTY MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 41; THENCE S03°41'53"W, ALONG THE EASTERLY LINE OF SAID LOT 41, 8.00 FEET; THENCE N86°21'44"W, 152.52 FEET; THENCE S03°41'53"W, 8.00 FEET; THENCE N86°21'44"W, 34.00 FEET TO A POINT ON THE WESTERLY LINE OF SAID LOT 41; THENCE N03°41'53"E, ALONG THE EASTERLY LINE OF SAID LOT 41, 16.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 41; THENCE S86°21'44"E, ALONG THE NORTHERLY LINE OF SAID LOT 41, 186.52 FEET TO THE POINT OF BEGINNING. SAID TEMPORARY CONSTRUCTION EASEMENT CONTAINING 1764.16 SQ. FT. (0.040 AC). SUBJECT TO ALL RIGHTS, EASEMENTS AND RESTRICTIONS OF RECORD.

Tract 43 – Temporary Construction Easement #2

ALL THAT PART OF LOT 41, SUNSET HILL ADDITION, AS RECORDED IN PLAT BOOK 2, PAGE 64, IN THE CITY OF BELTON, CASS COUNTY MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 41; THENCE S03°41'53"W, ALONG THE EASTERLY LINE OF SAID LOT 41, 61.70 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S03°41'53"W, ALONG THE EASTERLY LINE OF SAID LOT 41, 40.00 FEET; THENCE N86°18'07"W, 11.25 FEET; THENCE N03°41'53"E, 40.00 FEET; THENCE S86°18'07"E, 11.25 FEET TO THE POINT OF BEGINNING. SAID TEMPORARY CONSTRUCTION EASEMENT CONTAINING 450.00 SQ. FT. (0.010 AC). SUBJECT TO ALL RIGHTS, EASEMENTS AND RESTRICTIONS OF RECORD.

Tract 44 – Right-of-Way

ALL THAT PART OF LOT 31, SUNSET HILL ADDITION, AS RECORDED IN PLAT BOOK 2, PAGE 64, IN THE CITY OF BELTON, CASS COUNTY MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 31; THENCE N87°18'21"W, 186.55 FEET TO A POINT ON THE WESTERLY LINE OF SAID LOT 31; THENCE N03°41'53"E, ALONG THE WESTERLY LINE OF SAID LOT 31, 3.08 FEET TO THE NORTHWEST CORNER OF SAID LOT 31; THENCE S86°21'44"E, ALONG THE NORTHERLY LINE OF SAID LOT 31, 186.52 FEET TO THE POINT OF BEGINNING. SAID RIGHT-OF-WAY CONTAINING 288.08 SQ. FT. (0.007 AC). SUBJECT TO ALL RIGHTS, EASEMENTS AND RESTRICTIONS OF RECORD.

Tract 44 – Temporary Construction Easement

ALL THAT PART OF LOT 31, SUNSET HILL ADDITION, AS RECORDED IN PLAT BOOK 2, PAGE 64, IN THE CITY OF BELTON, CASS COUNTY MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 31; THENCE S03°41'53"W, ALONG THE EASTERLY LINE OF SAID LOT 41, 12.00 FEET; THENCE N86°21'44"W, 28.00 FEET; THENCE S03°41'53"W, 23.00 FEET; THENCE N86°21'44"W, 39.00 FEET; THENCE N03°41'53"E, 20.00 FEET; THENCE N86°21'44"W, 43.00 FEET; THENCE S03°41'53"W, 21.00 FEET; THENCE N86°21'44"W, 31.83 FEET; THENCE N42°15'13"W, 30.17 FEET; THENCE N86°21'44"W, 23.00 FEET TO A POINT ON THE WESTERLY LINE OF SAID LOT 31; THENCE N03°41'53"E, ALONG THE WESTERLY LINE OF SAID LOT 31, 11.92 FEET; THENCE S87°18'21"E, 186.55 FEET TO THE POINT OF BEGINNING. SAID TEMPORARY CONSTRUCTION EASEMENT CONTAINING 4101.93 SQ. FT. (0.094 AC). SUBJECT TO ALL RIGHTS, EASEMENTS AND RESTRICTIONS OF RECORD.

Tract 45 – Right-of-Way

ALL THAT PART OF LOT 21, SUNSET HILL ADDITION, AS RECORDED IN PLAT BOOK 2, PAGE 64, IN THE CITY OF BELTON, CASS COUNTY MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 21; THENCE S03°41'53"W, ALONG THE EASTERLY LINE OF SAID LOT 21, 9.65 FEET; THENCE N41°21'44"W, 7.99 FEET; THENCE N86°21'44"W, 180.87 FEET TO A POINT ON THE WESTERLY LINE OF SAID LOT 21; THENCE N03°41'53"E, ALONG THE WESTERLY LINE OF SAID LOT 21, 4.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 21; THENCE S86°21'44"E, ALONG THE NORTHERLY LINE OF SAID LOT 21, 186.52 FEET TO THE POINT OF BEGINNING. SAID RIGHT-OF-WAY CONTAINING 762.04 SQ. FT. (0.017 AC). SUBJECT TO ALL RIGHTS, EASEMENTS AND RESTRICTIONS OF RECORD.

Tract 45 – Temporary Construction Easement

ALL THAT PART OF LOT 21, SUNSET HILL ADDITION, AS RECORDED IN PLAT BOOK 2, PAGE 64, IN THE CITY OF BELTON, CASS COUNTY MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 21; THENCE S03°41'53"W, ALONG THE EASTERLY LINE OF SAID LOT 21, 9.65 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S03°41'53"W, ALONG THE EASTERLY LINE OF SAID LOT 21, 45.35 FEET; THENCE N86°21'44"W, 23.00 FEET; THENCE N03°41'53"E, 40.00 FEET; THENCE N86°21'44"W, 163.52 FEET TO A POINT ON THE WESTERLY LINE OF SAID LOT 45; THENCE N03°41'53"E, ALONG THE WESTERLY LINE OF SAID LOT 21, 11.00 FEET; THENCE S86°21'44"E, 180.87 FEET; THENCE S41°21'44"E, 7.99 FEET TO THE POINT OF BEGINNING. SAID TEMPORARY CONSTRUCTION EASEMENT CONTAINING 2955.76 SQ. FT. (0.068 AC). SUBJECT TO ALL RIGHTS, EASEMENTS AND RESTRICTIONS OF RECORD.

Tract 46 – Right-of-Way

ALL THAT PART OF LOT 11, SUNSET HILL ADDITION, AS RECORDED IN PLAT BOOK 2, PAGE 64, IN THE CITY OF BELTON, CASS COUNTY MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 11; THENCE S03°41'53"W, ALONG THE EASTERLY LINE OF SAID LOT 11, 4.00 FEET; THENCE N86°21'44"W, 180.82 FEET; THENCE S48°38'16"W, 8.08 FEET TO A POINT ON THE WESTERLY LINE OF SAID LOT 11; THENCE N03°41'53"E, ALONG THE WESTERLY LINE OF SAID LOT 11, 9.71 FEET TO THE NORTHWEST CORNER OF SAID LOT 11; THENCE S86°21'44"E, ALONG THE NORTHERLY LINE OF SAID LOT 11, 186.53 FEET TO THE POINT OF BEGINNING. SAID RIGHT-OF-WAY CONTAINING 762.43 SQ. FT. (0.018 AC). SUBJECT TO ALL RIGHTS, EASEMENTS AND RESTRICTIONS OF RECORD.

Tract 46 – Temporary Construction Easement

ALL THAT PART OF LOT 11, SUNSET HILL ADDITION, AS RECORDED IN PLAT BOOK 2, PAGE 64, IN THE CITY OF BELTON, CASS COUNTY MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 11; THENCE S03°41'53"W, ALONG THE EASTERLY LINE OF SAID LOT 11, 4.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S03°41'53"W, ALONG THE EASTERLY LINE OF SAID LOT 11, 11.00 FEET; THENCE N86°21'44"W, 75.00 FEET; THENCE S03°41'53"W, 5.00 FEET; THENCE N86°21'44"W, 111.53 FEET TO A POINT ON THE WESTERLY LINE OF SAID LOT 11; THENCE N03°41'53"E, ALONG THE WESTERLY LINE OF SAID LOT 11, 10.29 FEET; THENCE N48°38'16"E, 8.08 FEET; THENCE S86°21'44"E, 180.82 FEET TO THE POINT OF BEGINNING. SAID TEMPORARY CONSTRUCTION EASEMENT CONTAINING 2593.18 SQ. FT. (0.060 AC). SUBJECT TO ALL RIGHTS, EASEMENTS AND RESTRICTIONS OF RECORD.

Tract 47 – Right-of-Way

ALL THAT PART OF LOT 1, SUNSET HILL ADDITION, AS RECORDED IN PLAT BOOK 2, PAGE 64, IN THE CITY OF BELTON, CASS COUNTY MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE S03°41'53"W, ALONG THE EASTERLY LINE OF SAID LOT 1, 4.03 FEET; THENCE N86°25'13"W, 190.00 FEET TO A POINT ON THE WESTERLY LINE OF SAID LOT 1; THENCE N03°41'53"E, ALONG THE WESTERLY LINE OF SAID LOT 1, 4.22 FEET TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE S86°21'44"E, ALONG THE NORTHERLY LINE OF SAID LOT 1, 190.00 FEET TO THE POINT OF BEGINNING. SAID RIGHT-OF-WAY CONTAINING 783.45 SQ. FT. (0.018 AC). SUBJECT TO ALL RIGHTS, EASEMENTS AND RESTRICTIONS OF RECORD.

Tract 47 – Temporary Construction Easement

ALL THAT PART OF LOT 1, SUNSET HILL ADDITION, AS RECORDED IN PLAT BOOK 2, PAGE 64, IN THE CITY OF BELTON, CASS COUNTY MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE S03°41'53"W, ALONG THE EASTERLY LINE OF SAID LOT 1, 4.03 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S03°41'53"W, ALONG THE EASTERLY LINE OF SAID LOT 1, 38.97 FEET; THENCE N86°21'44"W, 5.00 FEET; THENCE N03°41'53"E, 21.00 FEET; THENCE N86°21'44"W, 35.39 FEET; THENCE N03°38'16"E, 7.00 FEET; THENCE N86°21'44"W, 81.60 FEET; THENCE N03°41'53"E, 3.00 FEET; THENCE N86°21'44"W, 68.00 FEET TO A POINT ON THE WESTERLY LINE OF SAID LOT 1; THENCE N03°41'53"E, ALONG THE WESTERLY LINE OF SAID LOT 1, 7.78 FEET; THENCE S86°25'13"E, 190.00 FEET TO THE POINT OF BEGINNING. SAID TEMPORARY CONSTRUCTION EASEMENT CONTAINING 2250.29 SQ. FT. (0.052 AC). SUBJECT TO ALL RIGHTS, EASEMENTS AND RESTRICTIONS OF RECORD.

Tract 48 – Permanent Drainage Easement

ALL THAT PART OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 46 NORTH, RANGE 33 WEST, IN THE CITY OF BELTON, CASS COUNTY, MISSOURI. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 5/8-INCH IRON BAR AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 1; THENCE S02°43'45"W, ALONG THE WESTERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 1, 307.31 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF HWY 71 AS NOW ESTABLISHED; THENCE N47°46'11"E, ALONG SAID EASTERLY RIGHT-OF-WAY OF HWY 71, 324.90 FEET; THENCE S89°52'40"E, ALONG SAID EASTERLY RIGHT-OF-WAY OF HWY 71, 86.61 FEET TO A FOUND 1-INCH IRON PIPE; THENCE N88°37'26"E, 321.55 FEET; THENCE N87°59'15"E, 97.31 FEET; THENCE S86°25'13"E, 57.21 FEET TO THE POINT OF BEGINNING; THENCE CONTUINING S86°25'13"E, 34.89 FEET; THENCE S03°34'47"W, 25.00 FEET; THENCE N86°25'13"W, 34.89 FEET; THENCE N03°34'47"E, 25.00 FEET TO THE POINT OF BEGINNING. SAID PERMANENT UTILITY EASEMENT CONTAINING 872.14 SQ. FT. (0.020 AC). SUBJECT TO ALL RIGHTS, EASEMENTS AND RESTRICTIONS OF RECORD.

Tract 48 – Right-of-Way

ALL THAT PART OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 46 NORTH, RANGE 33 WEST, IN THE CITY OF BELTON, CASS COUNTY, MISSOURI. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 5/8-INCH IRON BAR AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 1; THENCE S02°43'45"W, ALONG THE WESTERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 1, 307.31 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF HWY 71 AS NOW ESTABLISHED; THENCE N47°46'11"E, ALONG SAID EASTERLY RIGHT-OF-WAY OF HWY 71, 324.90 FEET; THENCE S89°52'40"E, 86.61 FEET TO A FOUND 1-INCH IRON PIPE; THENCE N88°37'26"E, 321.55 FEET; THENCE N87°59'15"E, 97.31 FEET TO THE POINT OF BEGINNING; THENCE CONTUINING N87°59'15"E, 3.19 FEET; THENCE S87°13'15"E, ALONG THE SOUTHERLY RIGHT-OF-WAY OF 155TH STREET AS NOW ESTABLISHED, 297.26 FEET; THENCE S86°21'44"E, ALONG THE SOUTHERLY RIGHT-OF-WAY OF SAID 155TH STREET, 240.43 FEET TO THE NORTHWEST CORNER OF SUNSET HILLS ADDITION, A PLATTED SUBDIVISION IN THE CITY OF BELTON, CASS COUNTY, MISSOURI IN PLAT BOOT 2, PAGE 64; THENCE S03°41'53"W, ALONG SAID WESTERLY LINE, 4.22 FEET; THENCE N86°25'13"W, 540.82 FEET TO THE POINT OF BEGINNING. SAID RIGHT-OF-WAY CONTAINING 1753.80 SQ. FT. (0.040 AC). SUBJECT TO ALL RIGHTS, EASEMENTS AND RESTRICTIONS OF RECORD.

Tract 48 – Temporary Construction Easement

ALL THAT PART OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 46 NORTH, RANGE 33 WEST, IN THE CITY OF BELTON, CASS COUNTY, MISSOURI. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN EXISTING 5/8-INCH IRON BAR AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 1; THENCE S02°43'45"W, ALONG THE WESTERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 1, 307.31 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF HWY 71 AS NOW ESTABLISHED; THENCE N47°46'11"E, ALONG SAID EASTERLY RIGHT-OF-WAY OF HWY 71, 324.90 FEET; THENCE S89°52'40"E, 86.61 FEET TO A FOUND 1-INCH IRON PIPE; THENCE N88°37'26"E, 321.55 FEET TO THE POINT OF BEGINNING; THENCE N87°59'15"E, 97.31 FEET; THENCE S86°25'13"E, 57.21 FEET; THENCE S03°34'47"W; 25.00 FEET; THENCE S86°25'13"E, 34.89 FEET; THENCE N03°34'47"E, 25.00 FEET; THENCE S86°25'13"E, 448.73 FEET TO A POINT ON THE WEST PLAT LINE OF SUNSET HILLS ADDITION, A PLATTED SUBDIVISION IN THE CITY OF BELTON, CASS COUNTY, MISSOURI IN PLAT BOOK 2, PAGE 64; THENCE S03°41'53"W, ALONG SAID WESTERLY LINE, 5.78 FEET; THENCE N86°21'44"W 208.00 FEET; THENCE S03°41'53"W, 18.00 FEET; THENCE N86°21'44"W, 35.00 FEET; THENCE N03°41'53"E, 15.06 FEET; THENCE S85°08'24"W, 21.04 FEET; THENCE S79°14'17"W, 51.16 FEET; THENCE S89°17'37"W, 76.73 FEET; THENCE N85°19'13"W, 25.76 FEET; THENCE S84°16'01"W, 49.12 FEET; THENCE N85°50'49"W, 18.20 FEET; THENCE N49°51'54"W, 27.55 FEET; THENCE N75°23'23"W, 36.79 FEET; THENCE N77°41'58"W, 25.29 FEET; THENCE S85°27'32"W, 47.83 FEET; THENCE S71°22'11"W, 26.76 FEET; THENCE N03°41'53"E, 17.35 FEET TO THE POINT OF BEGINNING. SAID TEMPORARY CONSTRUCTION EASEMENT CONTAINING 9643.80 SQ. FT. (0.221 AC). SUBJECT TO ALL RIGHTS, EASEMENTS AND RESTRICTIONS OF RECORD.

Tract 49 – Temporary Construction Easement

ALL THAT PART OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 46 NORTH, RANGE 33 WEST, IN THE CITY OF BELTON, CASS COUNTY, MISSOURI. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 5/8-INCH IRON BAR AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 1; THENCE S02°43'45"W, ALONG THE WESTERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 1, 307.31 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF HWY 71 AS NOW ESTABLISHED; THENCE N47°46'11"E, ALONG SAID EASTERLY RIGHT-OF-WAY OF HWY 71, 324.90 FEET; THENCE S89°52'40"E, ALONG SAID EASTERLY RIGHT-OF-WAY OF HWY 71, 86.61 FEET TO A FOUND 1-INCH PIPE; THENCE N88°37'26"E, 294.30 FEET TO THE POINT OF BEGINNING; THENCE CONTUINING N88°37'26"E, 27.25 FEET; THENCE S03°41'53"W, 17.35 FEET; THENCE S50°08'33"W, 37.34 FEET; THENCE N03°34'47"E, 40.66 FEET TO THE POINT OF BEGINNING. SAID TEMPORARY CONSTRUCTION EASEMENT CONTAINING 786.63 SQ. FT. (0.018 AC). SUBJECT TO ALL RIGHTS, EASEMENTS AND RESTRICTIONS OF RECORD.

Exhibit B

Drawings

Tracts 29-49 attached.



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: 08/25/2015

DIVISION: Engineering

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

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

ISSUE/RECOMMENDATION:

At the August 18, 2015 City Council Work Session, the 155th Street Widening Project contracts for appraisal services with Valbridge Property Advisors, review appraisal services with DM Millin & Associates, and negotiator services with Orrick & Erskine, L.L.P. were discussed by Council. Attached are the necessary condemnation ordinances for each property that the project affects.

PROPOSED CITY COUNCIL MOTION:

At the August 25, 2015, regular City Council meeting, approve both reads of an ordinance determining and declaring the necessity of acquiring for public use temporary construction easements, permanent drainage easements, and right-of-way for the construction and maintenance of road improvements related to the 155th Street Widening project generally located Section 1, Township 46 North, Range 33 West, all in the City Of Belton, Cass County, Missouri; authorizing the City and its designees to negotiate for the purpose of acquiring the easements by contract or condemnation; and authorizing the City Attorney and its designees to institute condemnation proceedings if such interests in land cannot be acquired by purchase through good faith negotiations.

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).

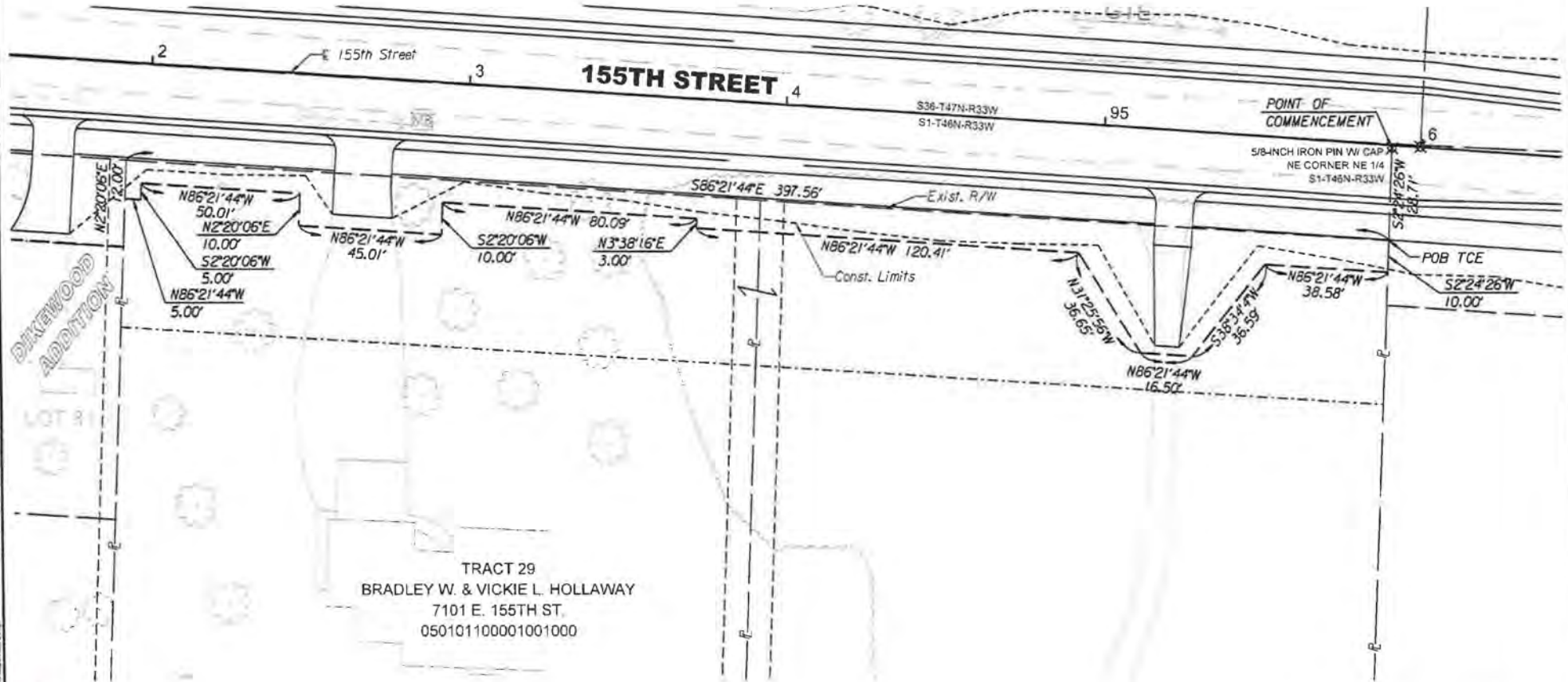
STAFF RECOMMENDATION, ACTION, AND DATE:

Staff proposes Council approve both reads of the attached condemnation ordinances at the August 25, 2015.

LIST OF REFERENCE DOCUMENTS ATTACHED:

Condemnation Ordinance
Exhibit B – Tract Maps

TRACT 29
7101 E. 155TH ST



TRACT 29
BRADLEY W. & VICKIE L. HOLLAWAY
7101 E. 155TH ST.
050101100001001000

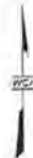
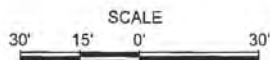
LEGEND

- ROW = RIGHT-OF-WAY
- PUE = PERMANENT UTILITY EASEMENT
- TCE = TEMPORARY CONSTRUCTION EASEMENT

POB POINT OF BEGINNING
POC POINT OF COMMENCEMENT

TABULATION OF AREAS

ROW = N/A
PUE = N/A
TCE = 5035.6 SQ. FT.



This exhibit does not represent a legal survey of this property. It is intended for visual purposes only. The property dimensions shown are plotted and/or deduced dimensions and are not measured dimensions.

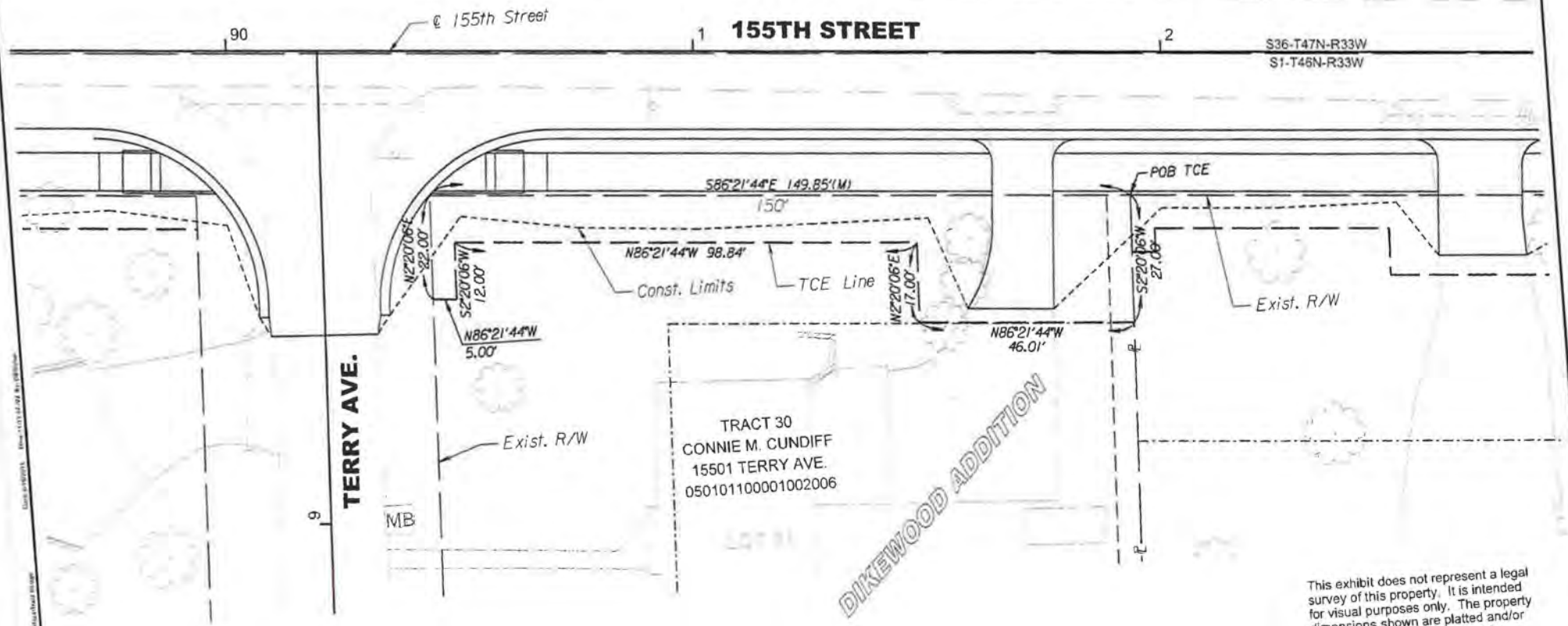
WILSON & COMPANY
900 EAST 101ST TERRACE, SUITE 200
KANSAS CITY, MO. 64131
816-701-3100

CITY OF BELTON, MISSOURI
CASS COUNTY, MISSOURI
155TH ST. WIDENING IMPROVEMENTS
PROJECT NO. STP 3322(409)

PROJECT NO. 14-100-504-00 | DATE 6/18/2015

TRACT 29
LEGAL EXHIBIT MAP

**TRACT 30
LOT 81
15501 TERRY AVE.**



LEGEND

- ROW = RIGHT-OF-WAY
- PUE = PERMANENT UTILITY EASEMENT
- TCE = TEMPORARY CONSTRUCTION EASEMENT
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT

TABULATION OF AREAS

ROW= N/A
PUE = N/A
TCE = 2340.72 SQ. FT.



DIKEWOOD ADDITION

This exhibit does not represent a legal survey of this property. It is intended for visual purposes only. The property dimensions shown are platted and/or deeded dimensions and are not measured dimensions.

PROJECT NO. 14-100-504-00 | DATE 6/18/2015

WILSON & COMPANY

800 EAST 101ST TERRACE, SUITE 200
KANSAS CITY, MO. 64131
816-701-3100

CITY OF BELTON, MISSOURI
CASS COUNTY, MISSOURI
155TH ST. WIDENING IMPROVEMENTS
PROJECT NO. STP 3322(409)

**TRACT 30
LEGAL EXHIBIT MAP**

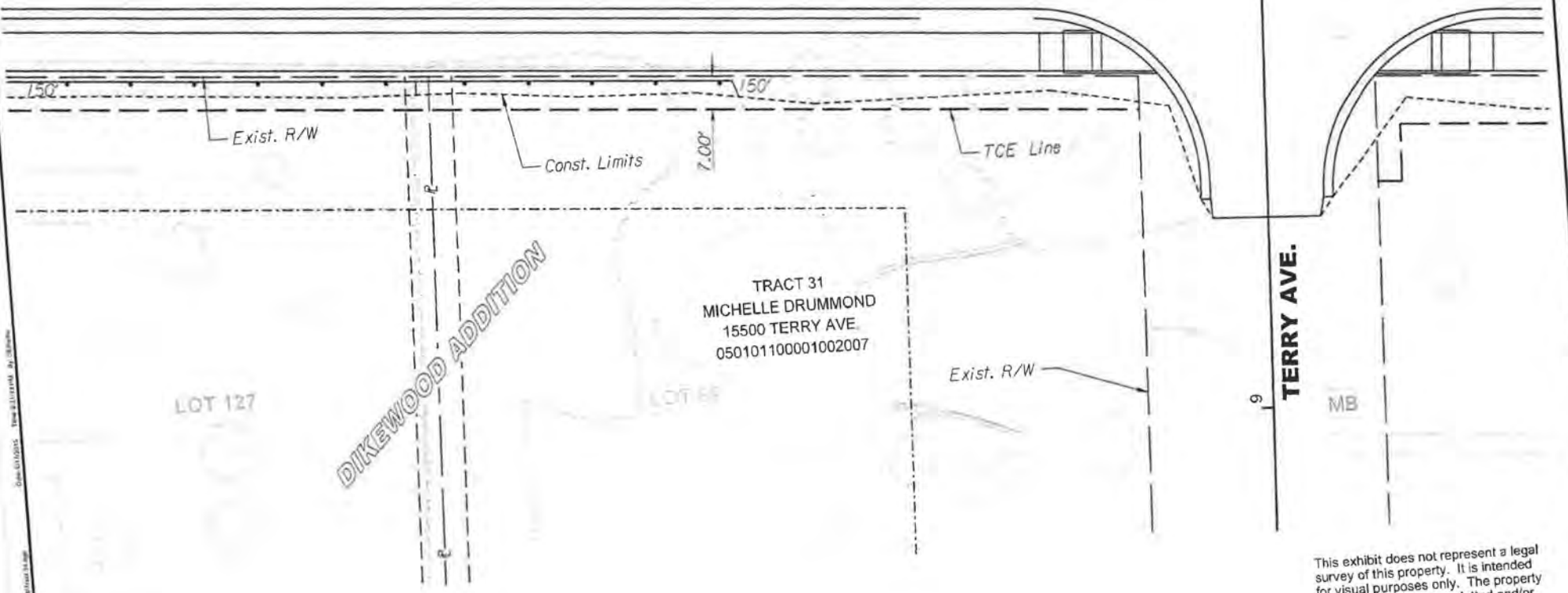
**TRACT 31
LOT 82
15500 TERRY AVE.**

155th Street

155TH STREET

S36-T47N-R33W
S1-T46N-R33W

90



TRACT 31
MICHELLE DRUMMOND
15500 TERRY AVE.
050101100001002007

DIKEWOOD ADDITION

TERRY AVE.

LEGEND

- ROW = RIGHT-OF-WAY
- PUE = PERMANENT UTILITY EASEMENT
- TCE = TEMPORARY CONSTRUCTION EASEMENT

POB POINT OF BEGINNING
POC POINT OF COMMENCEMENT

TABULATION OF AREAS

ROW = N/A
PUE = N/A
TCE = 1050 SQ. FT.



This exhibit does not represent a legal survey of this property. It is intended for visual purposes only. The property dimensions shown are platted and/or dedeed dimensions and are not measured dimensions.

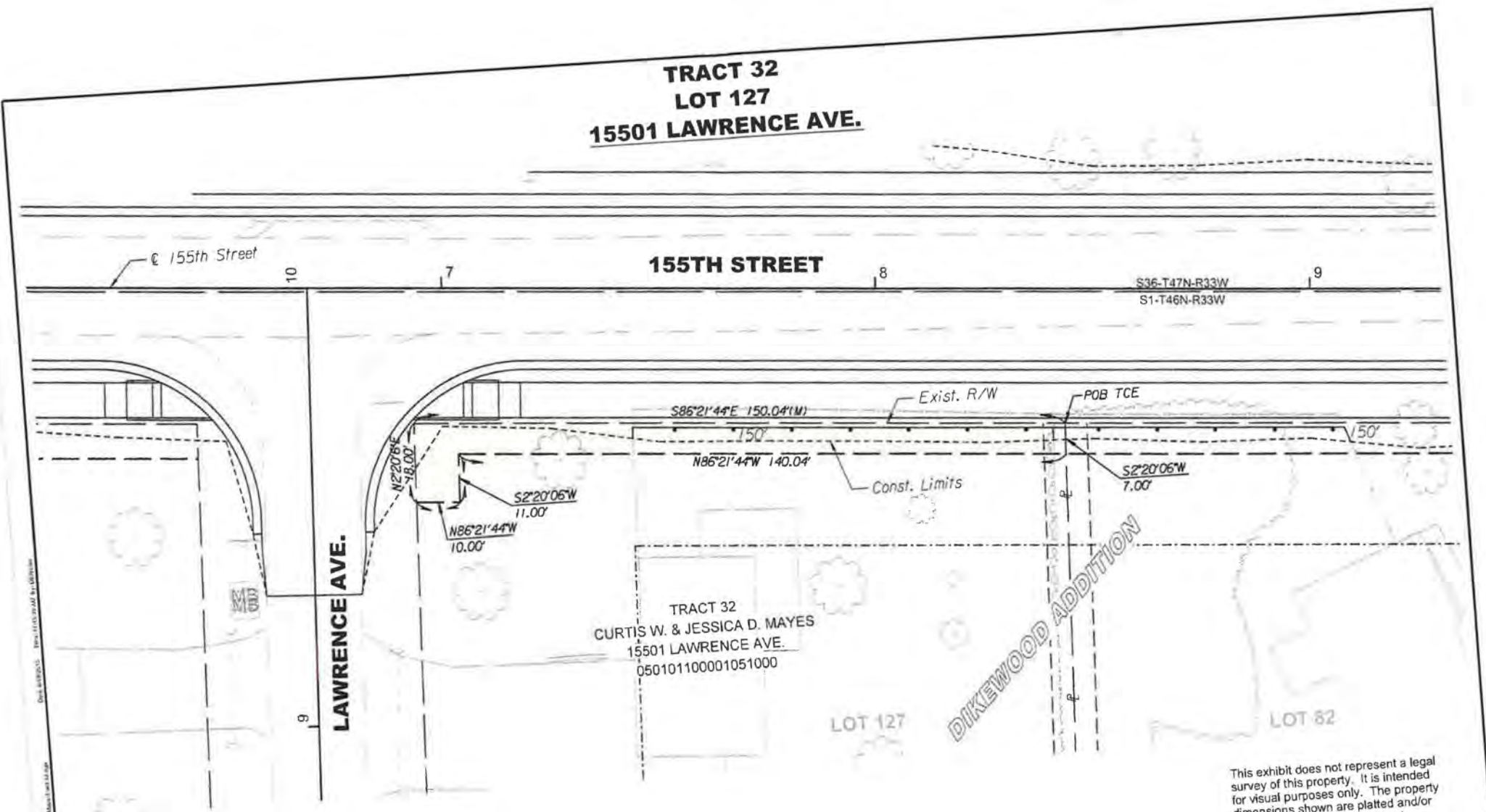
PROJECT NO. 14-100-504-00 | DATE 6/17/2015

WILSON & COMPANY
400 EAST 101ST TERRACE, SUITE 200
KANSAS CITY, MO. 64131
816-701-2100

CITY OF BELTON, MISSOURI
CASS COUNTY, MISSOURI
155TH ST. WIDENING IMPROVEMENTS
PROJECT NO. STP 3322(409)

**TRACT 31
LEGAL EXHIBIT MAP**

**TRACT 32
LOT 127
15501 LAWRENCE AVE.**



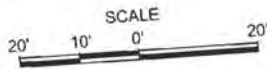
LEGEND

- ROW = RIGHT-OF-WAY
- PUE = PERMANENT UTILITY EASEMENT
- TCE = TEMPORARY CONSTRUCTION EASEMENT

POB POINT OF BEGINNING
POC POINT OF COMMENCEMENT

TABULATION OF AREAS

ROW = N/A
PUE = N/A
TCE = 1160.30 SQ. FT.



WILSON & COMPANY

900 EAST 101ST TERRACE, SUITE 200
KANSAS CITY, MO. 64131
816-701-3100

CITY OF BELTON, MISSOURI
CASS COUNTY, MISSOURI
155TH ST. WIDENING IMPROVEMENTS
PROJECT NO. STP 3322(409)

PROJECT NO. 14-100-504-00 | DATE 6/18/2015

**TRACT 32
LEGAL EXHIBIT MAP**

This exhibit does not represent a legal survey of this property. It is intended for visual purposes only. The property dimensions shown are platted and/or deeded dimensions and are not measured dimensions.

**TRACT 34
LOT 173
15501 VICIE AVE.**

**CORRINGTON
AVENUE**

155TH STREET

VICIE AVENUE

TRACT 34
VOLIAN L. VAUGHN
15501 VICIE AVE.
050101100002045000

LOT 126

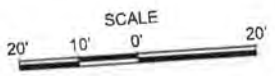
DIKEWOOD ADDITION

LEGEND

- ROW = RIGHT-OF-WAY
- PUE = PERMANENT UTILITY EASEMENT
- TCE = TEMPORARY CONSTRUCTION EASEMENT

POB POINT OF BEGINNING
POC POINT OF COMMENCEMENT

TABULATION OF AREAS
ROW= N/A
PUE = N/A
TCE = 3524.52 SQ. FT.



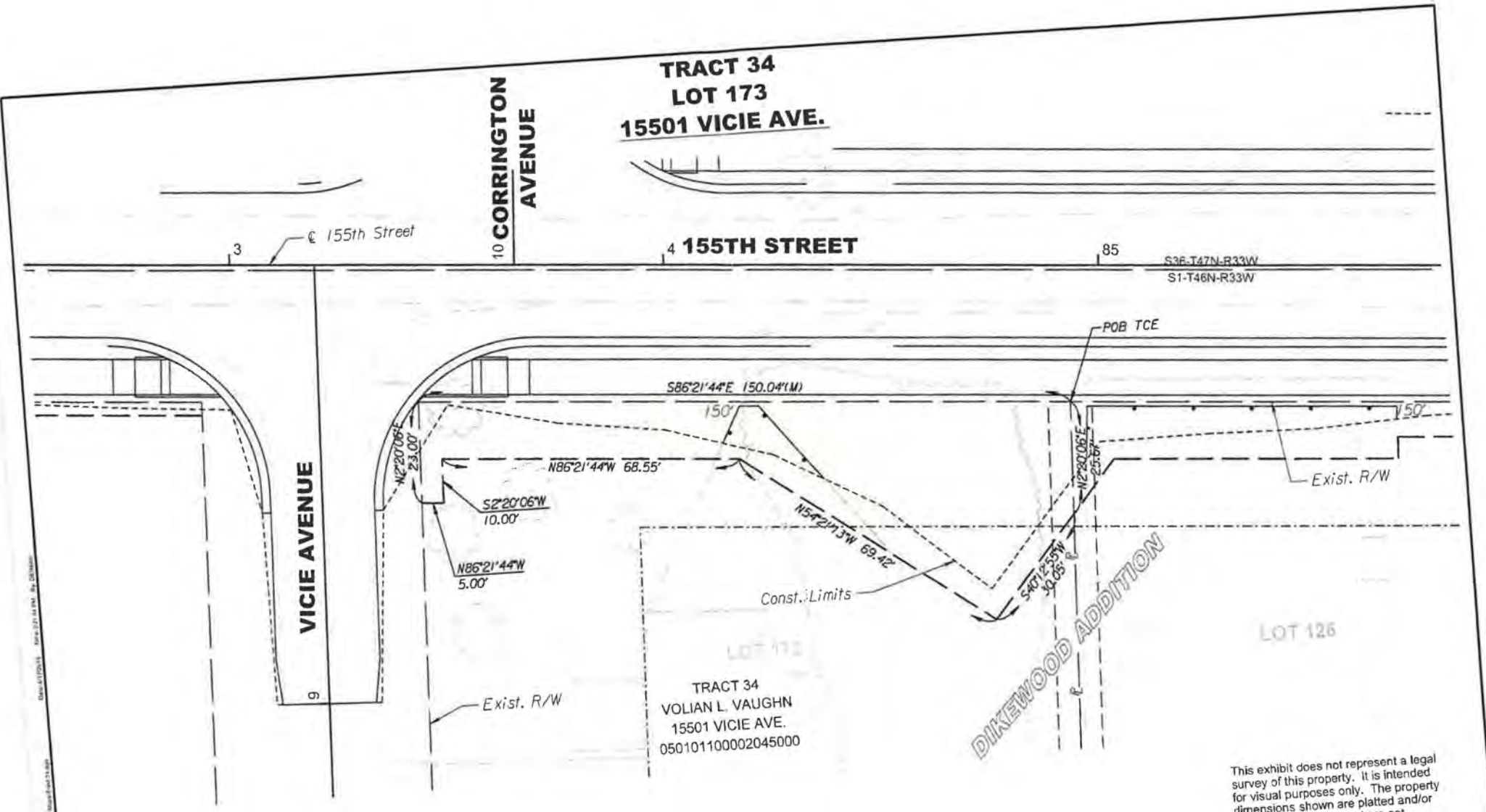
**WILSON
& COMPANY**
800 EAST 101ST TERRACE, SUITE 200
KANSAS CITY, MO 64121
816-731-3100

CITY OF BELTON, MISSOURI
CASS COUNTY, MISSOURI
155TH ST. WIDENING IMPROVEMENTS
PROJECT NO. STP 3322(409)

PROJECT NO. 14-100-504-00 | DATE 6/17/2015

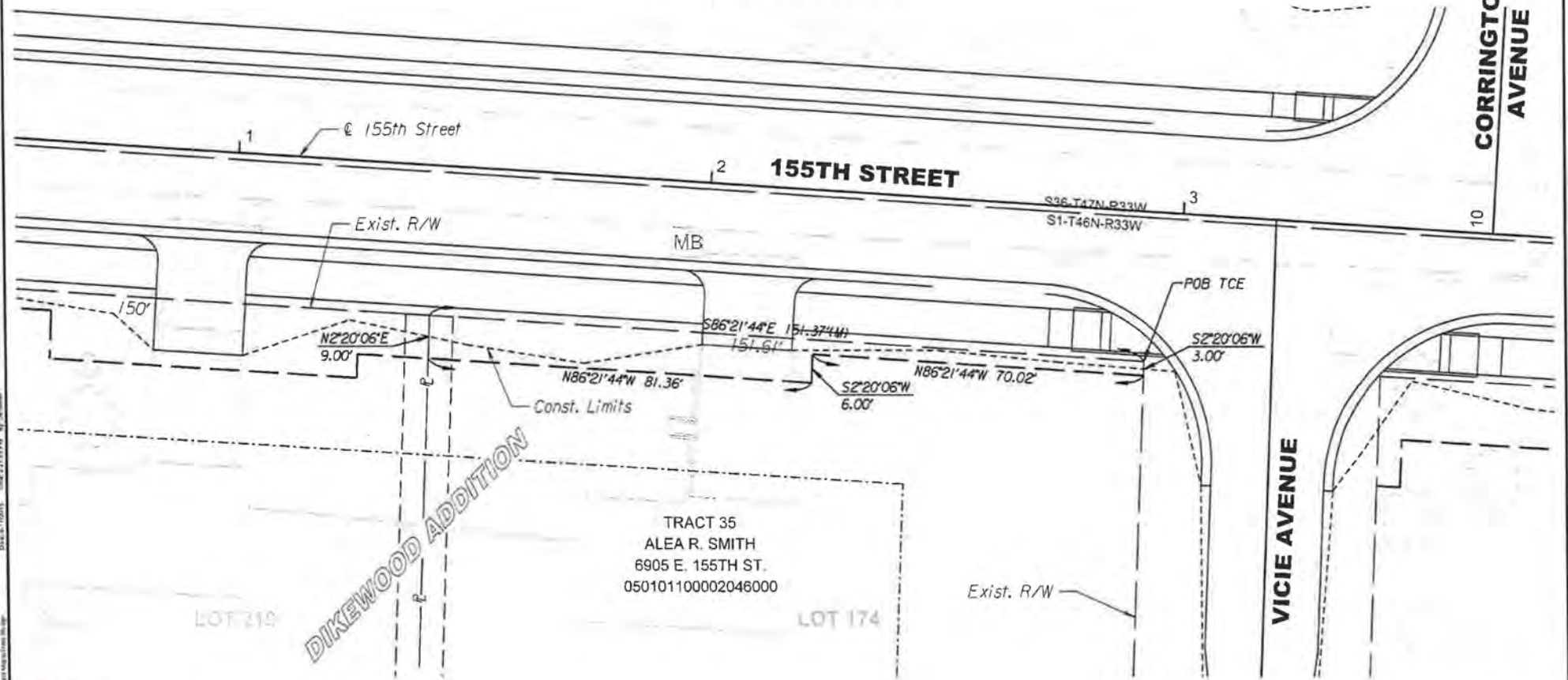
**TRACT 34
LEGAL EXHIBIT MAP**

This exhibit does not represent a legal survey of this property. It is intended for visual purposes only. The property dimensions shown are platted and/or deeded dimensions and are not measured dimensions.



DATE: 6/17/2015 10:52:14 AM BY: DCH/MS
 FILE: 141005040002045000.dwg

**TRACT 35
LOT 174
6905 E. 155TH ST**



TRACT 35
ALEA R. SMITH
6905 E. 155TH ST.
050101100002046000

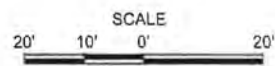
LEGEND

- ROW = RIGHT-OF-WAY
- PUE = PERMANENT UTILITY EASEMENT
- TCE = TEMPORARY CONSTRUCTION EASEMENT

POB POINT OF BEGINNING
POC POINT OF COMMENCEMENT

TABULATION OF AREAS

ROW= N/A
PUE = N/A
TCE = 942.26 SQ. FT.



This exhibit does not represent a legal survey of this property. It is intended for visual purposes only. The property dimensions shown are platted and/or deeded dimensions and are not measured dimensions.

WILSON & COMPANY
903 EAST 101ST TERRACE, SUITE 209
KANSAS CITY, MO. 64131
816-701-3100

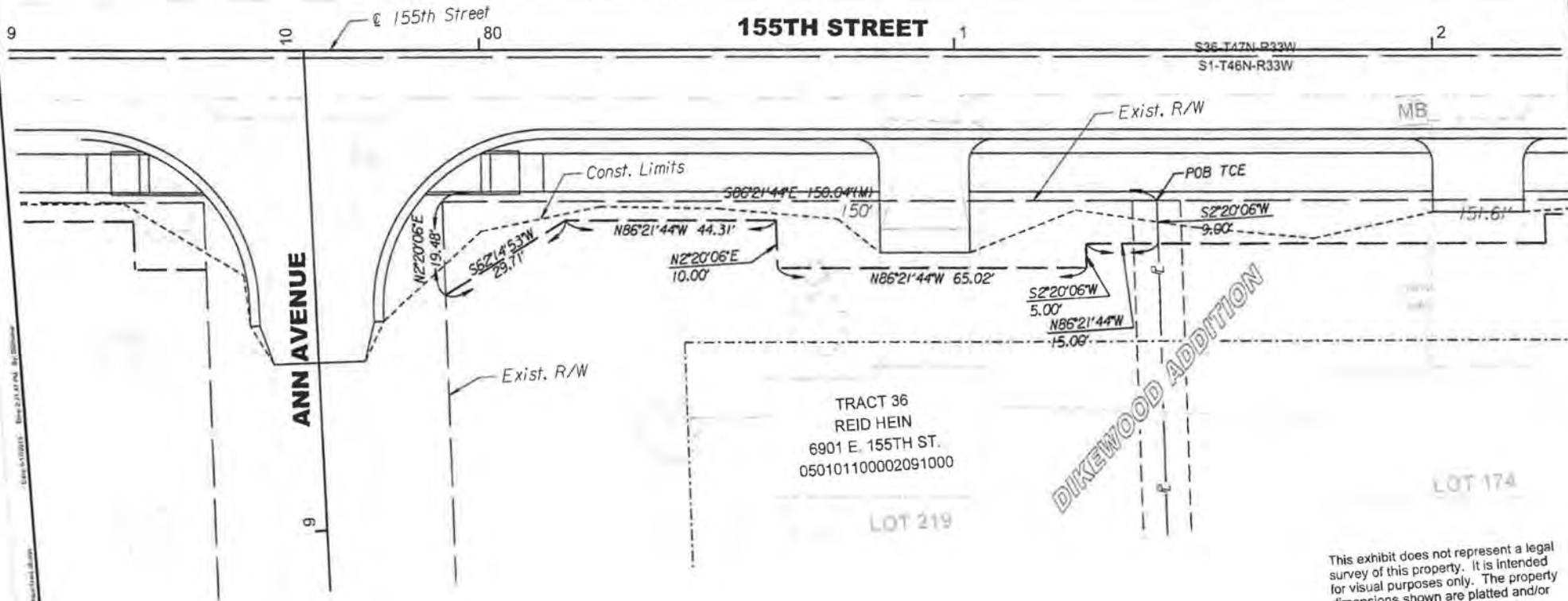
CITY OF BELTON, MISSOURI
CASS COUNTY, MISSOURI
155TH ST. WIDENING IMPROVEMENTS
PROJECT NO. STP 3322(409)

PROJECT NO. 14-100-504-00 | DATE 6/17/2015

**TRACT 35
LEGAL EXHIBIT MAP**

FILE: H:\100514\100514002\100514002.dwg, Date: 2/2/15 10:44 AM, User: jgibson

**TRACT 36
LOT 219
6901 E. 155TH ST**



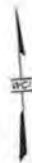
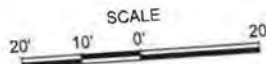
LEGEND

- ROW = RIGHT-OF-WAY
- PUE = PERMANENT UTILITY EASEMENT
- TCE = TEMPORARY CONSTRUCTION EASEMENT

POB POINT OF BEGINNING
POC POINT OF COMMENCEMENT

TABULATION OF AREAS

ROW= N/A
PUE = N/A
TCE = 1524.26 SQ. FT.



This exhibit does not represent a legal survey of this property. It is intended for visual purposes only. The property dimensions shown are platted and/or deeded dimensions and are not measured dimensions.

WILSON & COMPANY

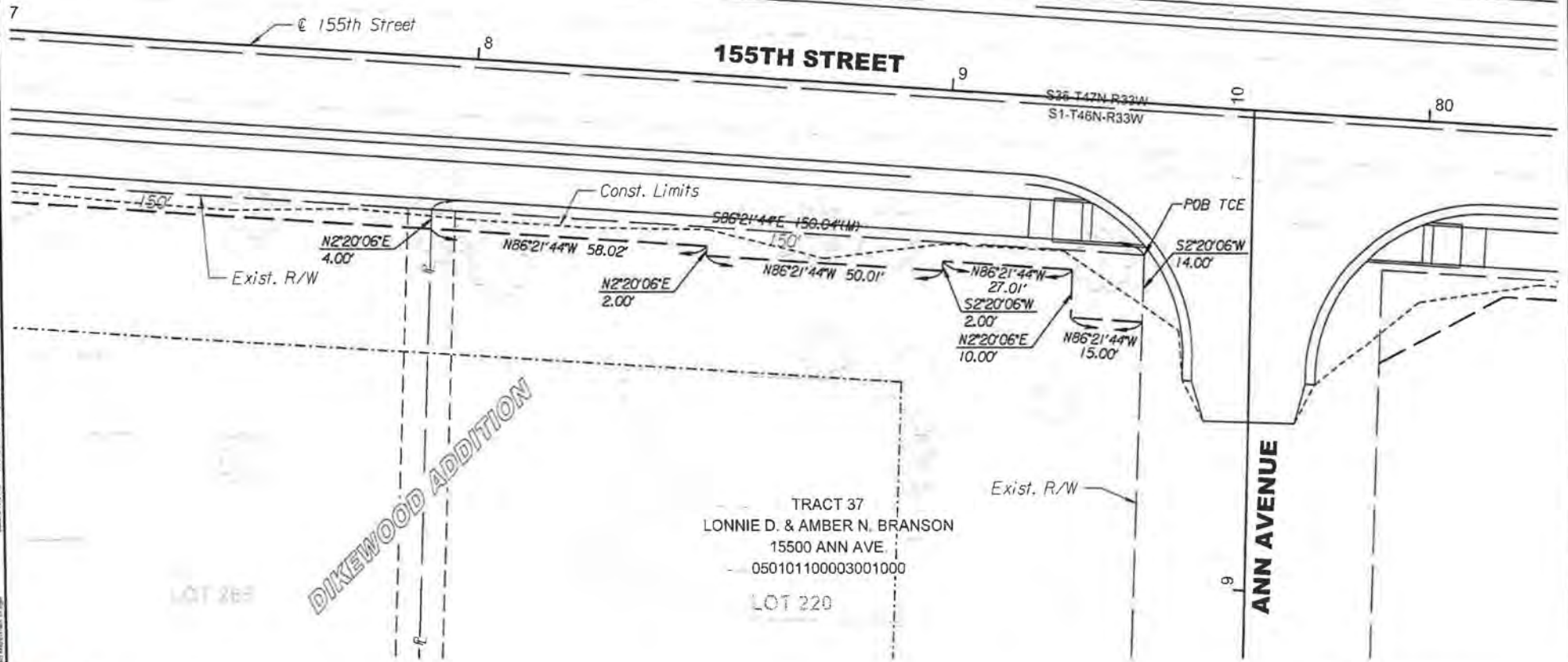
800 EAST 101ST TERRACE, SUITE 200
KANSAS CITY, MO. 64131
816-701-3100

CITY OF BELTON, MISSOURI
CASS COUNTY, MISSOURI
155TH ST. WIDENING IMPROVEMENTS
PROJECT NO. STP 3322(409)

PROJECT NO. 14-100-504-00 | DATE 6/17/2015

**TRACT 36
LEGAL EXHIBIT MAP**

**TRACT 37
LOT 220
15500 ANN AVE.**



TRACT 37
LONNIE D. & AMBER N. BRANSON
15500 ANN AVE.
050101100003001000
LOT 220

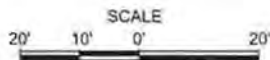
LEGEND

- ROW = RIGHT-OF-WAY
- PUE = PERMANENT UTILITY EASEMENT
- TCE = TEMPORARY CONSTRUCTION EASEMENT

POB POINT OF BEGINNING
POC POINT OF COMMENCEMENT

TABULATION OF AREAS

ROW= N/A
PUE = N/A
TCE = 850.22 SQ. FT.



This exhibit does not represent a legal survey of this property. It is intended for visual purposes only. The property dimensions shown are platted and/or deeded dimensions and are not measured dimensions.

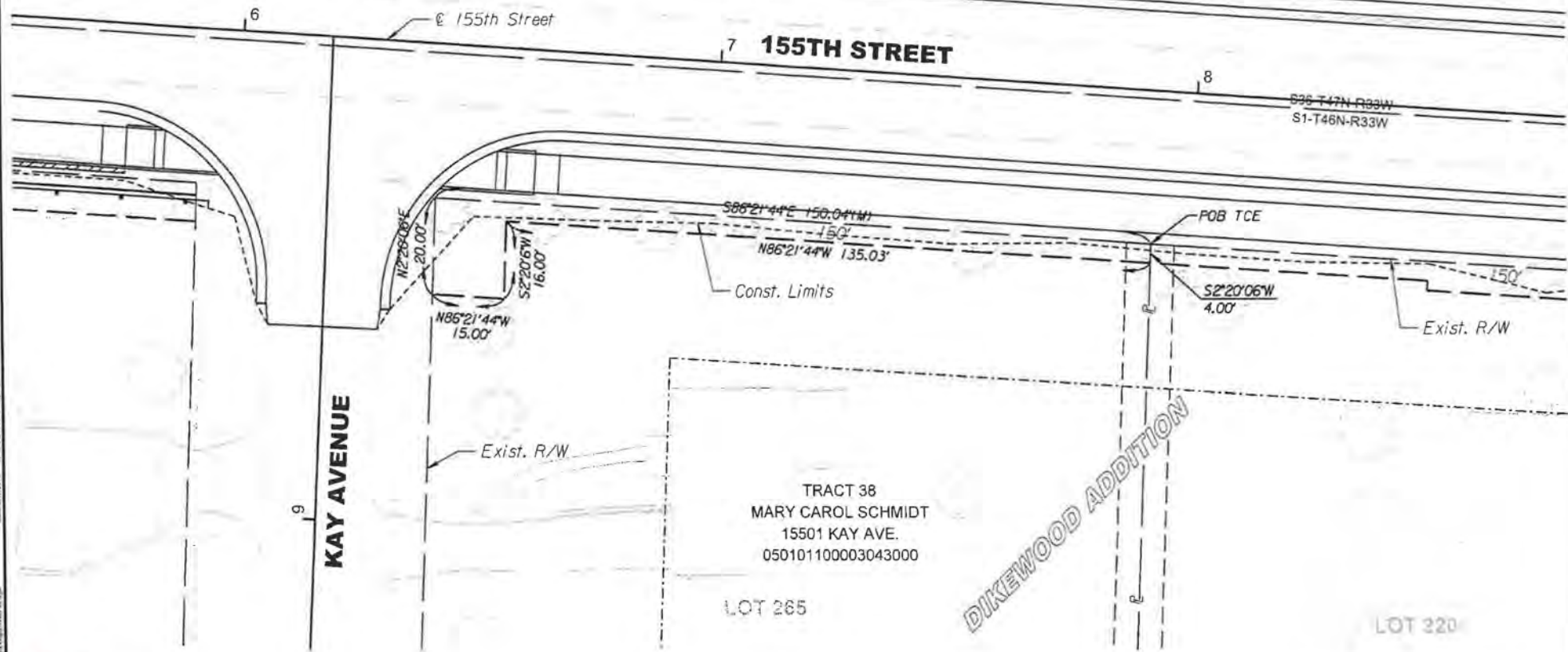
WILSON & COMPANY
800 EAST 101ST TERRACE, SUITE 200
KANSAS CITY, MO. 64131
816-701-2100

CITY OF BELTON, MISSOURI
CASS COUNTY, MISSOURI
155TH ST. WIDENING IMPROVEMENTS
PROJECT NO. STP 3322(409)

PROJECT NO. 14-100-504-00 | DATE 6/17/2015

**TRACT 37
LEGAL EXHIBIT MAP**

**TRACT 38
LOT 265
15501 KAY AVE.**



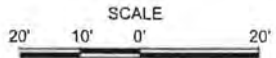
LEGEND

- ROW = RIGHT-OF-WAY
- PUE = PERMANENT UTILITY EASEMENT
- TCE = TEMPORARY CONSTRUCTION EASEMENT

POB POINT OF BEGINNING
POC POINT OF COMMENCEMENT

TABULATION OF AREAS

ROW = N/A
PUE = N/A
TCE = 840.22 SQ. FT.



This exhibit does not represent a legal survey of this property. It is intended for visual purposes only. The property dimensions shown are platted and/or dedeed dimensions and are not measured dimensions.

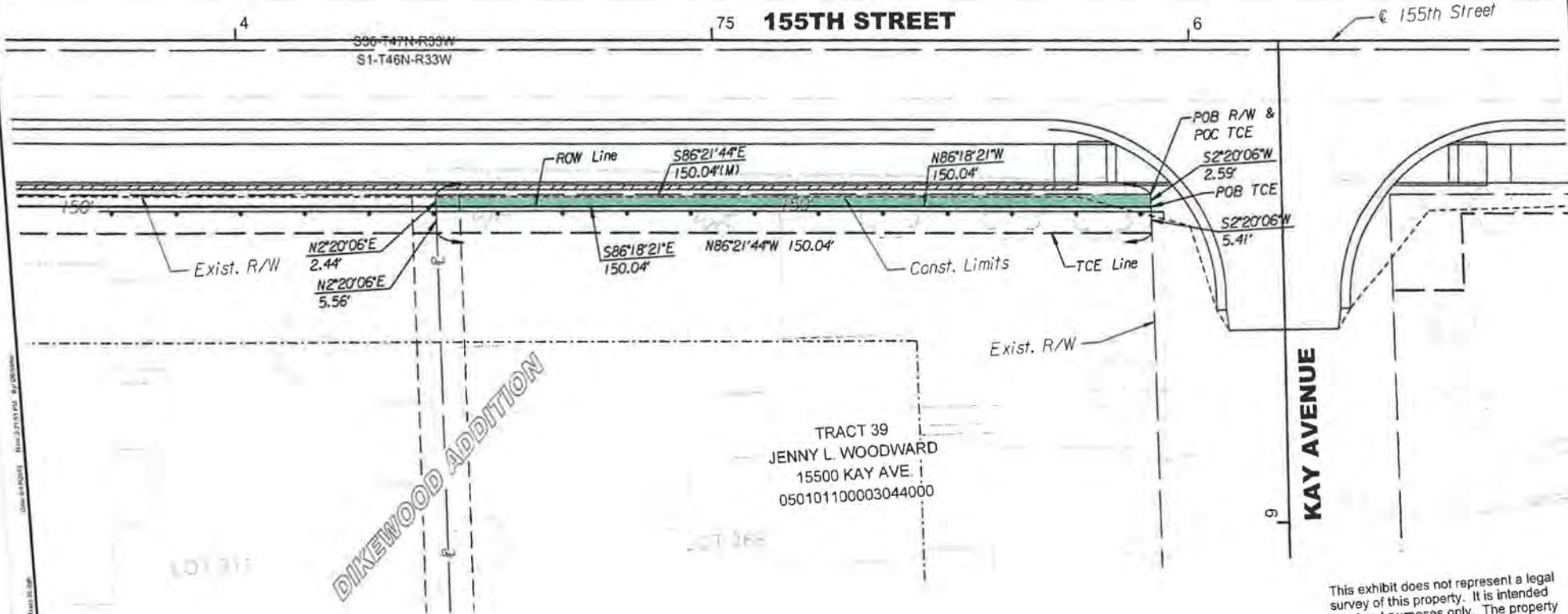
WILSON & COMPANY
500 EAST 101ST TERRACE, SUITE 200
KANSAS CITY, MO. 64131
816-791-3100

CITY OF BELTON, MISSOURI
CASS COUNTY, MISSOURI
155TH ST. WIDENING IMPROVEMENTS
PROJECT NO. STP 3322(409)

PROJECT NO.14-100-504-00 | DATE 6/17/2015

**TRACT 38
LEGAL EXHIBIT MAP**

**TRACT 39
LOT 266
15500 KAY AVE.**

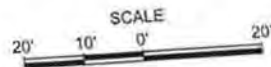


LEGEND

- ROW = RIGHT-OF-WAY
- PUE = PERMANENT UTILITY EASEMENT
- TCE = TEMPORARY CONSTRUCTION EASEMENT

POB POINT OF BEGINNING
POC POINT OF COMMENCEMENT

TABULATION OF AREAS
ROW= 376.91 SQ. FT.
PUE = N/A
TCE = 823.40 SQ. FT.



WILSON & COMPANY
800 EAST 101ST TERRACE, SUITE 200
KANSAS CITY, MO 64131
816-701-3100

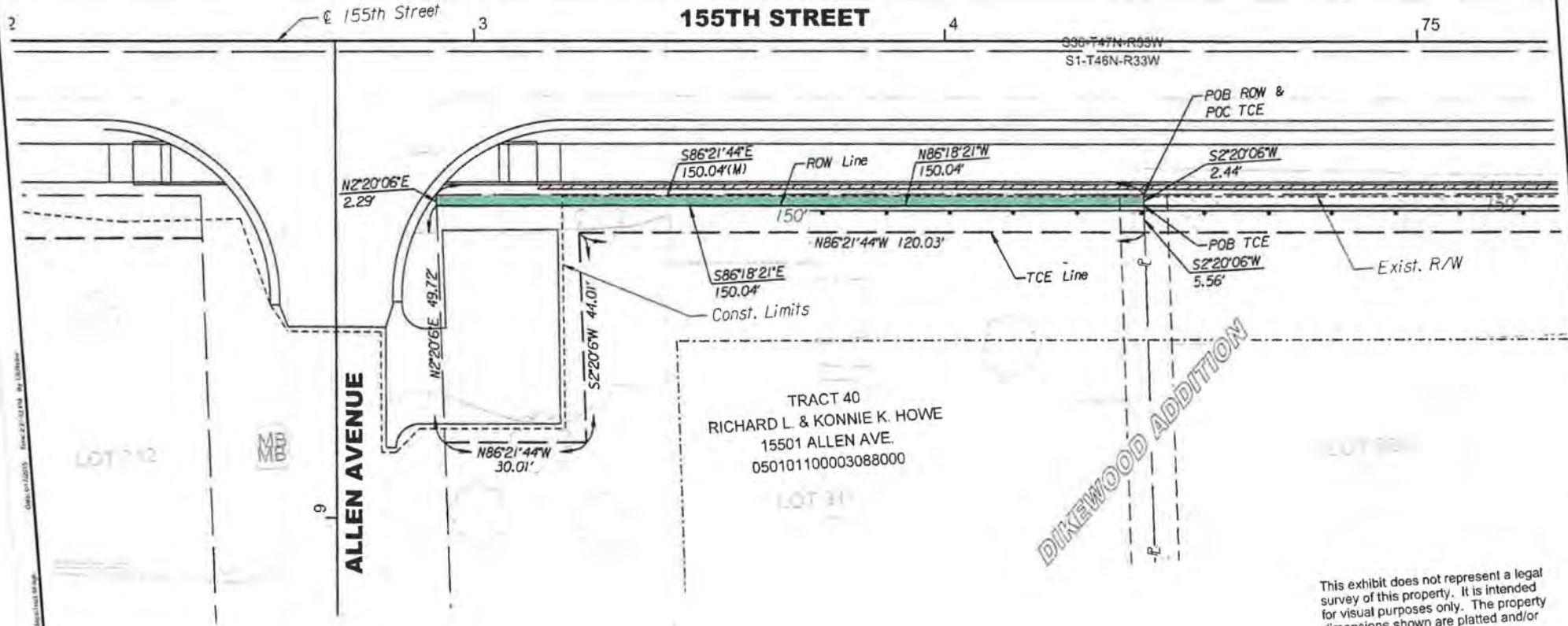
CITY OF BELTON, MISSOURI
CASS COUNTY, MISSOURI
155TH ST. WIDENING IMPROVEMENTS
PROJECT NO. STP 3322(409)

PROJECT NO. 14-100-504-00 | DATE 8/17/2015

**TRACT 39
LEGAL EXHIBIT MAP**

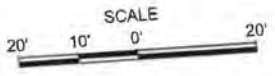
This exhibit does not represent a legal survey of this property. It is intended for visual purposes only. The property dimensions shown are platted and/or deeded dimensions and are not measured dimensions.

**TRACT 40
LOT 311
15501 ALLEN AVE.**



LEGEND

- ROW = RIGHT-OF-WAY
 - PUE = PERMANENT UTILITY EASEMENT
 - TCE = TEMPORARY CONSTRUCTION EASEMENT
 - POB POINT OF BEGINNING
 - POC POINT OF COMMENCEMENT
- TABULATION OF AREAS**
- ROW= 354.75 SQ. FT.
 - PUE = N/A
 - TCE = 2165.90 SQ. FT.



WILSON & COMPANY
800 EAST 101ST TERRACE SUITE 200
KANSAS CITY, MO. 64131
816-701-3100

CITY OF BELTON, MISSOURI
CASS COUNTY MISSOURI
155TH ST. WIDENING IMPROVEMENTS
PROJECT NO. STP 3322(409)

PROJECT NO. 14-100-504-00 | DATE 6/17/2015

**TRACT 40
LEGAL EXHIBIT MAP**

This exhibit does not represent a legal survey of this property. It is intended for visual purposes only. The property dimensions shown are platted and/or dedeed dimensions and are not measured dimensions.

DIXEWOOD ADDITION

TRACT 40
RICHARD L. & KONNIE K. HOWE
15501 ALLEN AVE.
050101100003088000

LOT 112

MB MB

LOT 311

LOT 312

Drawn by: [unreadable] Date: 2/2/14 By: [unreadable]

**TRACT 41
LOT 312
15500 ALLEN AVE.**

155TH STREET

155th Street

S36-147N-R33W
S1-746N-R33W

Exist. R/W

155TH STREET

POB TCE

S2°20'06"W
9.00'

S86°21'44"E 200.60'(M)
200'

N3°39'15"E
14.00'

N86°21'44"W 120.00'

S3°39'15"W
5.00'

N86°21'44"W 80.80'

TCE Line

Const. Limits

Exist. R/W

ALLEN AVE.

TRACT 41
PATRICK CLARK RAY JR
15500 ALLEN AVE.
050101100004001000

NW 1/4 S1-T-146N-R33W
NE 1/4 S1-T-146N-R33W

**SUNSET HILL
ADDITION**

DIKEWOOD ADDITION

LOT 311

LOT 312

This exhibit does not represent a legal survey of this property. It is intended for visual purposes only. The property dimensions shown are platted and/or deeded dimensions and are not measured dimensions.

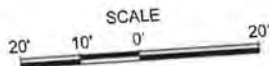
LEGEND

- ROW = RIGHT-OF-WAY
- PUE = PERMANENT UTILITY EASEMENT
- TCE = TEMPORARY CONSTRUCTION EASEMENT

POB POINT OF BEGINNING
POC POINT OF COMMENCEMENT

TABULATION OF AREAS

ROW = N/A
PUE = N/A
TCE = 2406.30 SQ. FT.



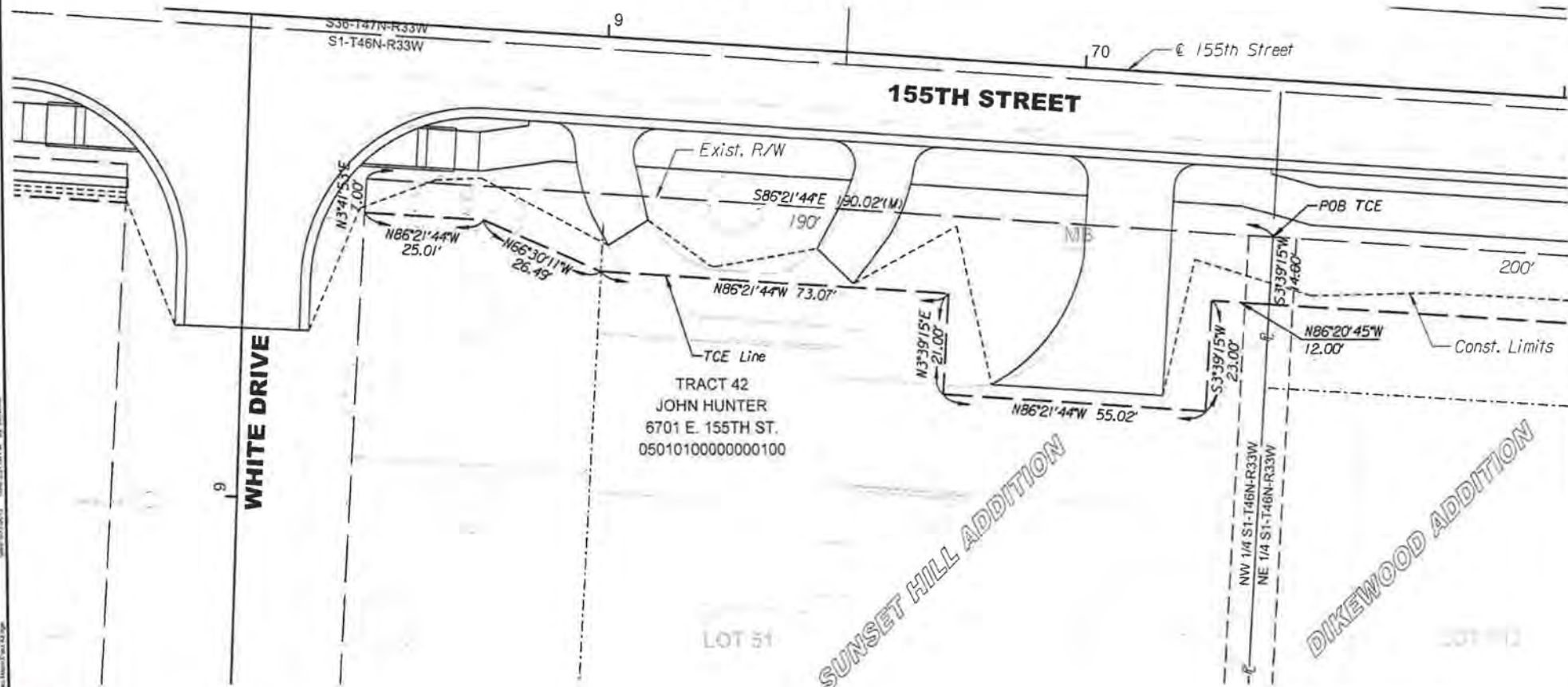
**WILSON
& COMPANY**
800 EAST 101ST TERRACE SUITE 200
KANSAS CITY, MO. 64131
816-701-3100

CITY OF BELTON, MISSOURI
CASS COUNTY MISSOURI
155TH ST. WIDENING IMPROVEMENTS
PROJECT NO. STP 3322(409)

PROJECT NO. 14-100-504-00 | DATE 6/17/2015

**TRACT 41
LEGAL EXHIBIT MAP**

**TRACT 42
LOT 51
6701 E. 155TH ST.**



TRACT 42
JOHN HUNTER
6701 E. 155TH ST.
05010100000000100

SUNSET HILL ADDITION

DIKEWOOD ADDITION

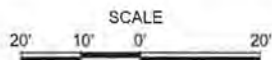
LEGEND

- ROW = RIGHT-OF-WAY
- PUE = PERMANENT UTILITY EASEMENT
- TCE = TEMPORARY CONSTRUCTION EASEMENT

- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT

TABULATION OF AREAS

ROW= N/A
PUE = N/A
TCE = 3834.55 SQ. FT.



This exhibit does not represent a legal survey of this property. It is intended for visual purposes only. The property dimensions shown are platted and/or deeded dimensions and are not measured dimensions.

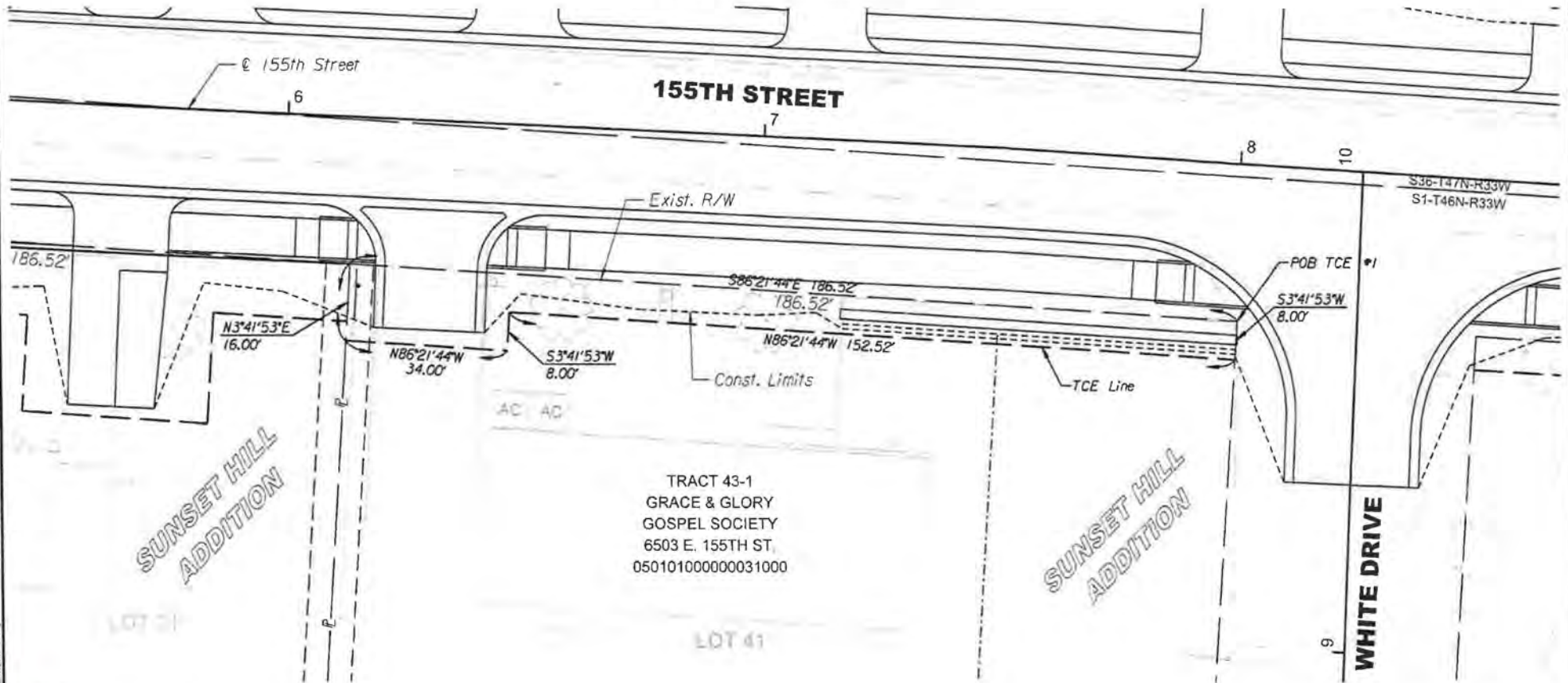
WILSON & COMPANY
900 EAST 101ST TERRACE, SUITE 200
KANSAS CITY, MO. 64131
816-701-3100

CITY OF BELTON, MISSOURI
CASS COUNTY MISSOURI
155TH ST. WIDENING IMPROVEMENTS
PROJECT NO. STP 3322(409)

PROJECT NO. 14-100-504-00 | DATE 6/17/2015

**TRACT 42
LEGAL EXHIBIT MAP**

**TRACT 43-1
LOT 41
6503 E. 155TH ST.**



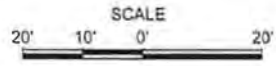
TRACT 43-1
GRACE & GLORY
GOSPEL SOCIETY
6503 E. 155TH ST.
050101000000031000

SUNSET HILL
ADDITION

SUNSET HILL
ADDITION

WHITE DRIVE

- LEGEND**
- ROW = RIGHT-OF-WAY
 - PUE = PERMANENT UTILITY EASEMENT
 - TCE = TEMPORARY CONSTRUCTION EASEMENT
- POB POINT OF BEGINNING
POC POINT OF COMMENCEMENT
- TABULATION OF AREAS**
- ROW= N/A
PUE = N/A
TCE = 1764.16 SQ. FT.



This exhibit does not represent a legal survey of this property. It is intended for visual purposes only. The property dimensions shown are platted and/or deeded dimensions and are not measured dimensions.

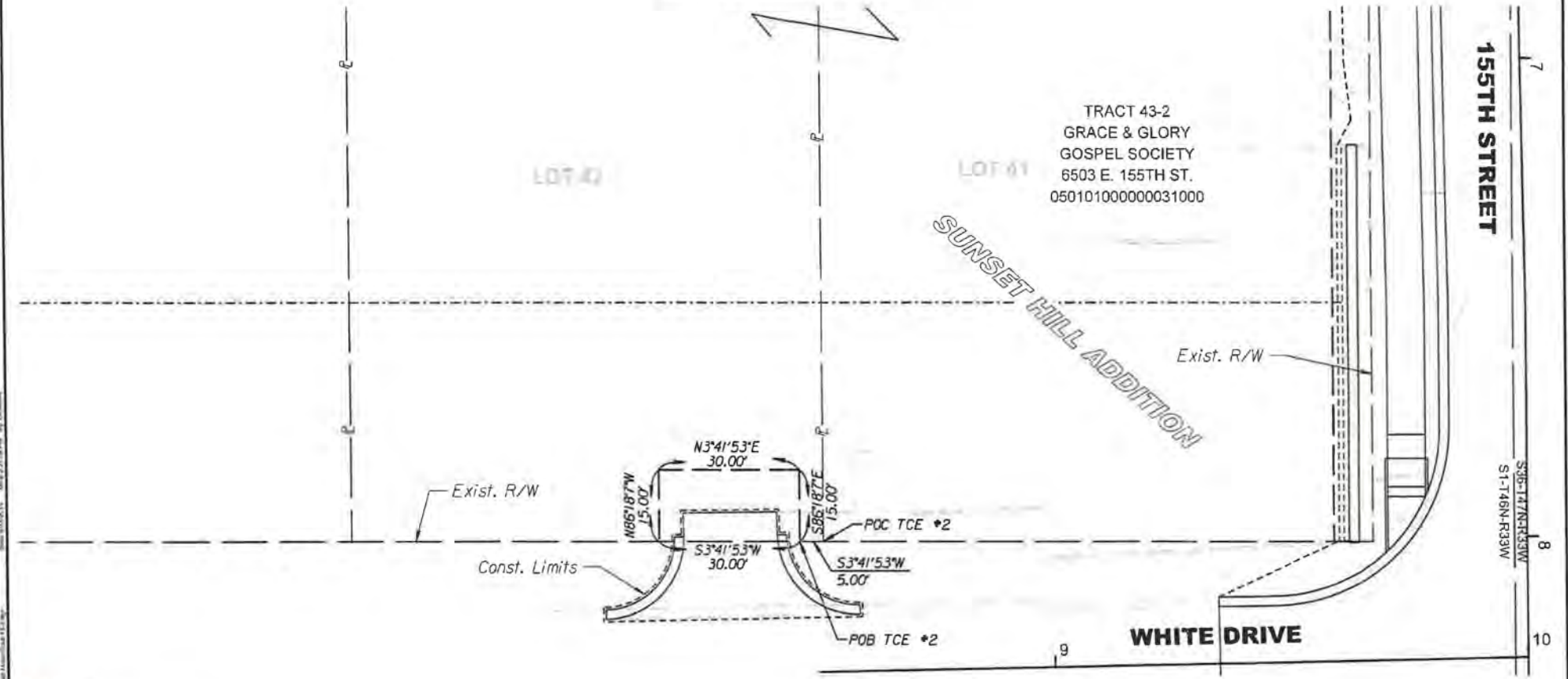
WILSON & COMPANY
600 EAST 101ST TERRACE, SUITE 200
KANSAS CITY, MO 64113
816-701-3100

CITY OF BELTON, MISSOURI
CASS COUNTY MISSOURI
155TH ST. WIDENING IMPROVEMENTS
PROJECT NO. STP 3322(409)

PROJECT NO. 14-100-504-00 | DATE 6/17/2015

**TRACT 43-1
LEGAL EXHIBIT MAP**

**TRACT 43-2
LOT 41
6503 E. 155TH ST.**



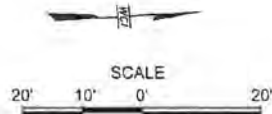
LEGEND

- ROW = RIGHT-OF-WAY
- PUE = PERMANENT UTILITY EASEMENT
- TCE = TEMPORARY CONSTRUCTION EASEMENT

- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT

TABULATION OF AREAS

- ROW = N/A
- PUE = N/A
- TCE = 450 SQ. FT.



This exhibit does not represent a legal survey of this property. It is intended for visual purposes only. The property dimensions shown are platted and/or deeded dimensions and are not measured dimensions.

WILSON & COMPANY
400 EAST 101ST TERRACE, SUITE 200
KANSAS CITY, MO 64131
816-701-3100

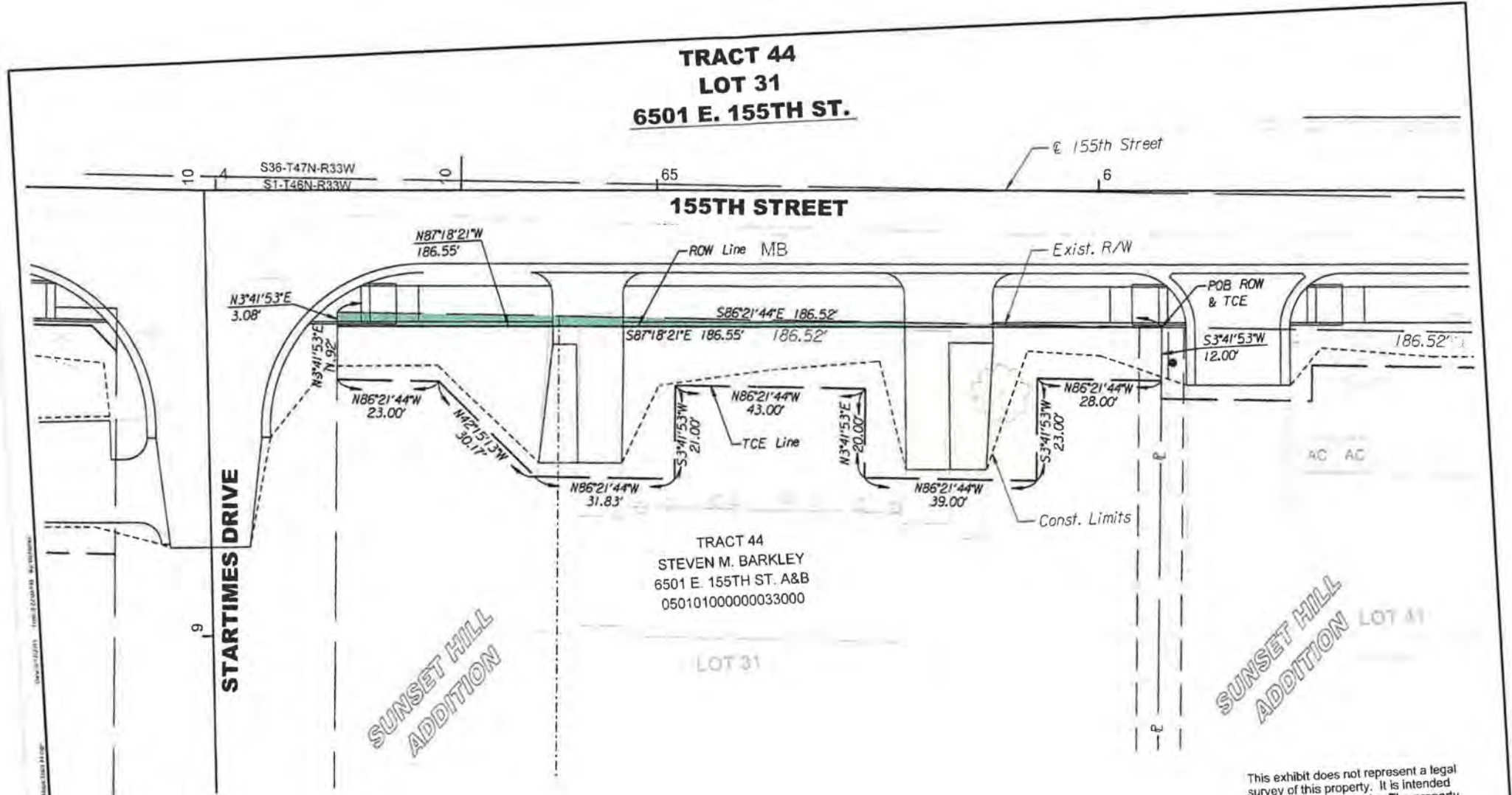
CITY OF BELTON, MISSOURI
CASS COUNTY MISSOURI
155TH ST. WIDENING IMPROVEMENTS
PROJECT NO. STP 3322(409)

PROJECT NO. 14-100-504-00 | DATE 6/17/2015

**TRACT 43-2
LEGAL EXHIBIT MAP**

FILE: 10100011-14-100-504-00-00.dwg | DATE: 6/17/2015 10:48:11 AM | USER: JACOB | PLOT: 14-100-504-00-00

**TRACT 44
LOT 31
6501 E. 155TH ST.**



TRACT 44
STEVEN M. BARKLEY
6501 E. 155TH ST. A&B
050101000000033000

SUNSET HILL
ADDITION

SUNSET HILL
ADDITION LOT 41

This exhibit does not represent a legal survey of this property. It is intended for visual purposes only. The property dimensions shown are platted and/or deeded dimensions and are not measured dimensions.

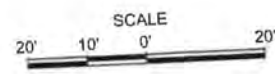
LEGEND

- ROW = RIGHT-OF-WAY
- PUE = PERMANENT UTILITY EASEMENT
- TCE = TEMPORARY CONSTRUCTION EASEMENT

POB POINT OF BEGINNING
POC POINT OF COMMENCEMENT

TABULATION OF AREAS

ROW= 288.08 SQ. FT.
PUE = N/A
TCE = 4101.93 SQ. FT.



WILSON & COMPANY
500 EAST 101ST TERRACE, SUITE 200
KANSAS CITY, MO 64131
816-701-3100

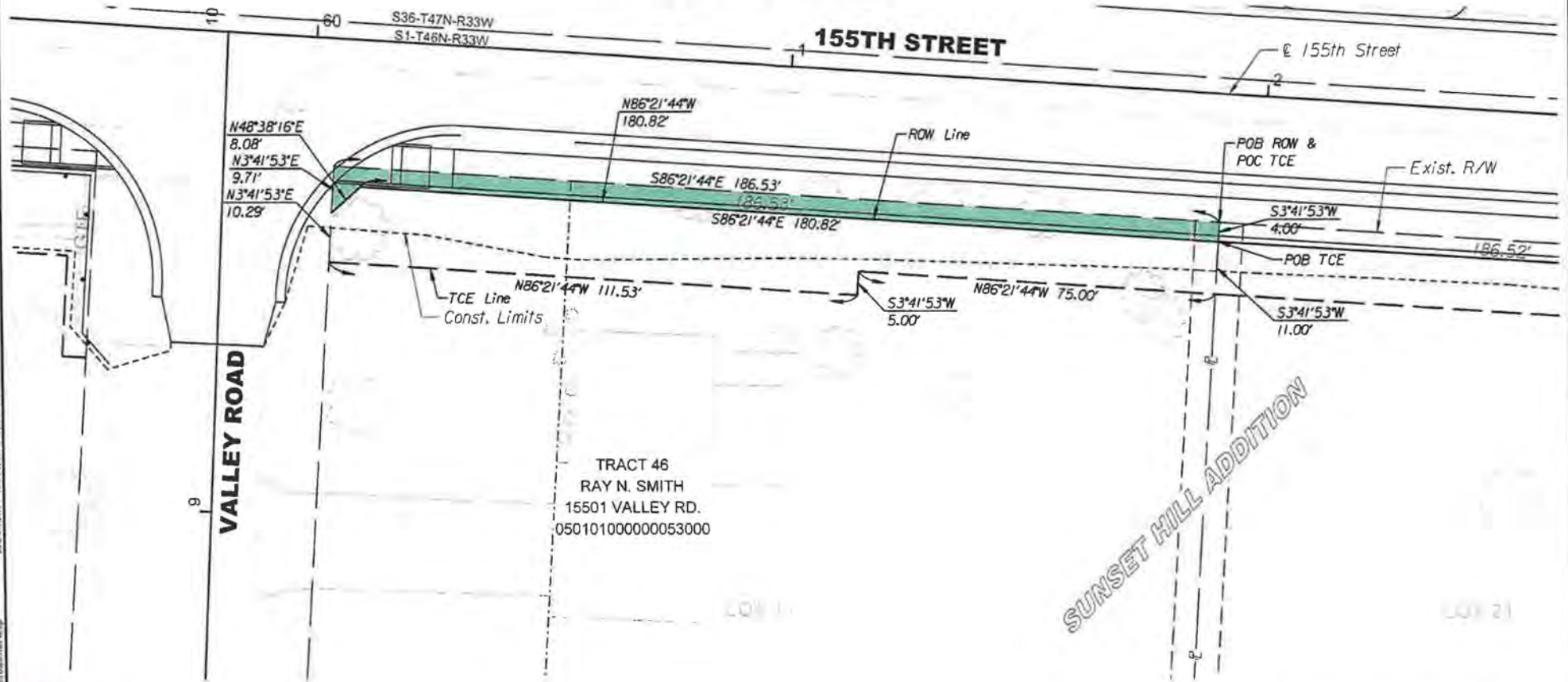
CITY OF BELTON, MISSOURI
CASS COUNTY MISSOURI
155TH ST. WIDENING IMPROVEMENTS
PROJECT NO. STP 3322(408)

PROJECT NO. 14-100-504-00 | DATE 6/17/2015

**TRACT 44
LEGAL EXHIBIT MAP**

FILE: S:\UTM\14-100-504-00\14-100-504-00-001.dwg DATE: 6/17/2015 10:58:10 AM

**TRACT 46
LOT 11
15501 VALLEY RD.**



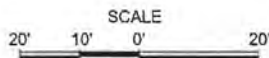
LEGEND

- ROW = RIGHT-OF-WAY
- PUE = PERMANENT UTILITY EASEMENT
- TCE = TEMPORARY CONSTRUCTION EASEMENT

POB POINT OF BEGINNING
POC POINT OF COMMENCEMENT

TABULATION OF AREAS

ROW= 762.43 SQ. FT.
PUE = N/A
TCE = 2593.18 SQ. FT.



SUNSET HILL ADDITION

This exhibit does not represent a legal survey of this property. It is intended for visual purposes only. The property dimensions shown are platted and/or deeded dimensions and are not measured dimensions.

WILSON & COMPANY
800 EAST 101ST TERRACE, SUITE 200
KANSAS CITY, MO. 64131
816-701-3100

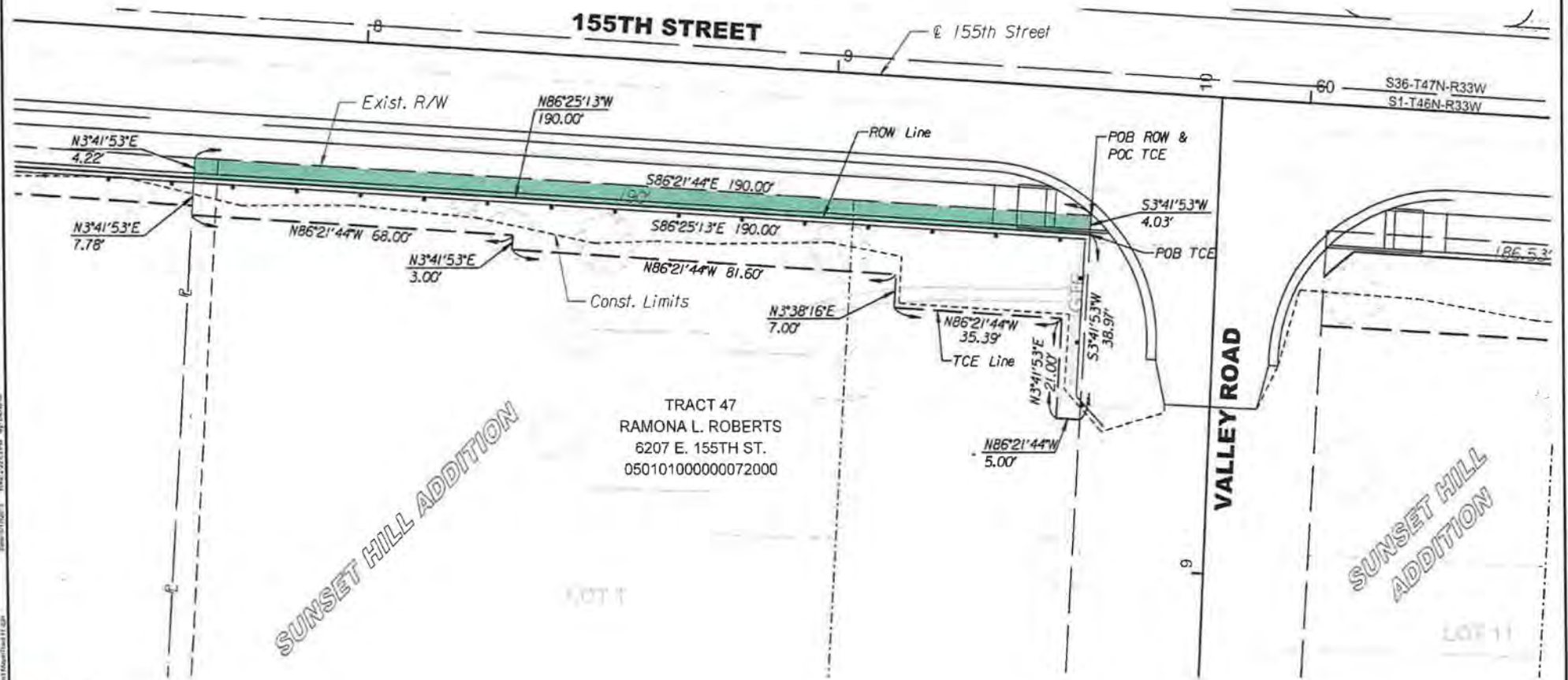
CITY OF BELTON, MISSOURI
CASS COUNTY MISSOURI
155TH ST. WIDENING IMPROVEMENTS
PROJECT NO. STP 3322(409)

PROJECT NO. 14-100-504-00 | DATE 6/17/2015

**TRACT 46
LEGAL EXHIBIT MAP**

FILE: 15501 VALLEY RD - 155TH ST - 155TH ST WIDENING IMPROVEMENTS - 6/17/2015 - 11:22:21 AM - 15501 VALLEY RD - 155TH ST WIDENING IMPROVEMENTS - 6/17/2015 - 11:22:21 AM

**TRACT 47
LOT 1
6207 E. 155TH ST.**



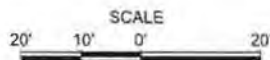
LEGEND

ROW = RIGHT-OF-WAY
 PUE = PERMANENT UTILITY EASEMENT
 TCE = TEMPORARY CONSTRUCTION EASEMENT

POB POINT OF BEGINNING
 POC POINT OF COMMENCEMENT

TABULATION OF AREAS

ROW= 783.45 SQ. FT.
 PUE = N/A
 TCE = 2250.29 SQ. FT.



This exhibit does not represent a legal survey of this property. It is intended for visual purposes only. The property dimensions shown are platted and/or deeded dimensions and are not measured dimensions.

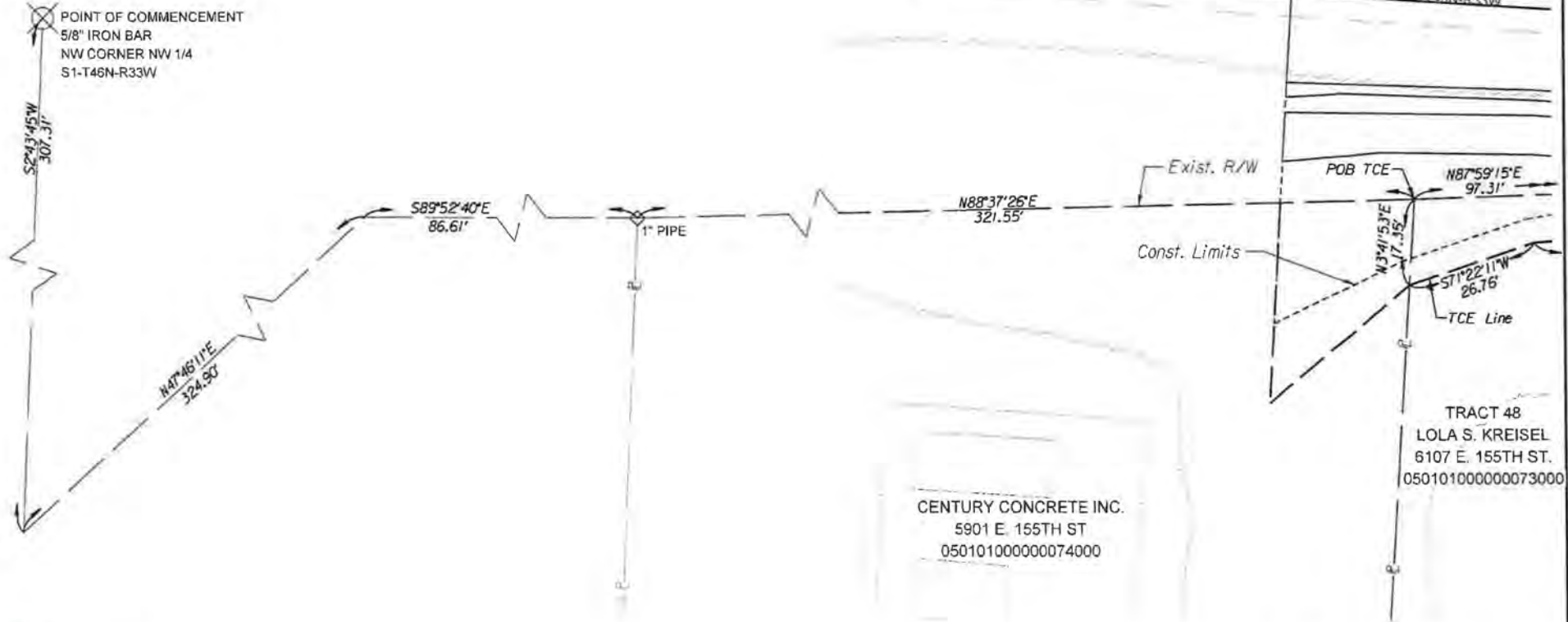
WILSON & COMPANY
 400 EAST 101ST TERRACE, SUITE 200
 KANSAS CITY, MO. 64151
 816-701-3100

CITY OF BELTON, MISSOURI
 CASS COUNTY MISSOURI
 155TH ST. WIDENING IMPROVEMENTS
 PROJECT NO. STP 3322(409)

PROJECT NO. 14-100-504-00 | DATE 6/17/2015

**TRACT 47
LEGAL EXHIBIT MAP**

TRACT 48
6107 E. 155TH ST.



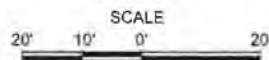
LEGEND

- ROW = RIGHT-OF-WAY
- DE = DRAINAGE EASEMENT
- TCE = TEMPORARY CONSTRUCTION EASEMENT

POB POINT OF BEGINNING
POC POINT OF COMMENCEMENT

TABULATION OF AREAS

ROW = 1753.80 SQ. FT.
DE = 872.14 SQ. FT.
TCE = 9643.80 SQ. FT.



CENTURY CONCRETE INC.
5901 E. 155TH ST
050101000000074000

TRACT 48
LOLA S. KREISEL
6107 E. 155TH ST.
050101000000073000

This exhibit does not represent a legal survey of this property. It is intended for visual purposes only. The property dimensions shown are platted and/or deeded dimensions and are not measured dimensions.

WILSON & COMPANY
500 EAST 101ST TERRACE, SUITE 200
KANSAS CITY, MO. 64131
816-701-3100

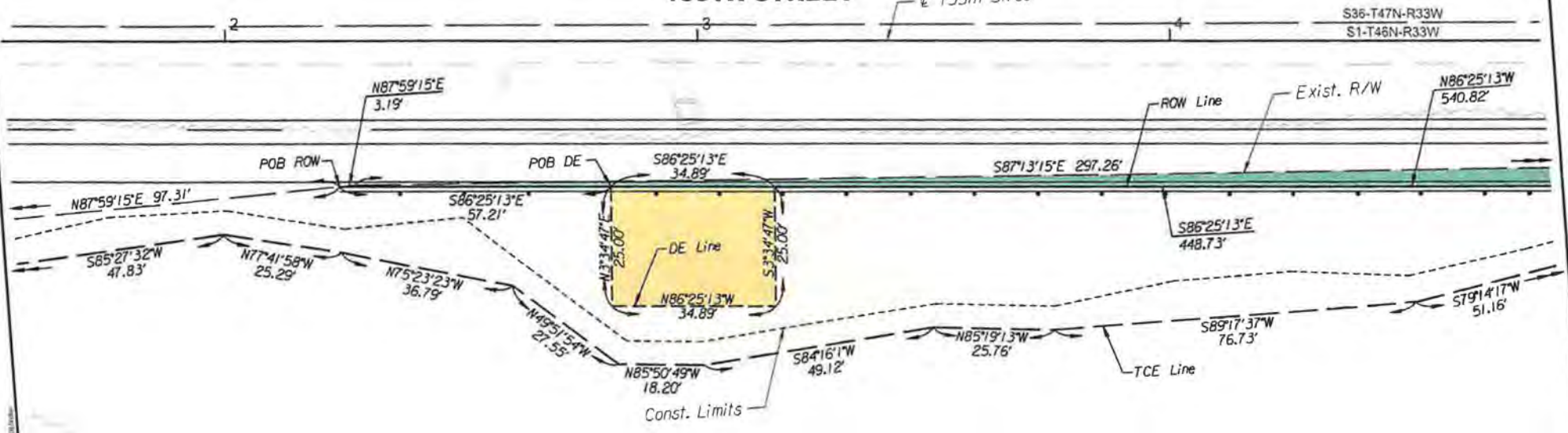
CITY OF BELTON, MISSOURI
CASS COUNTY MISSOURI
155TH ST. WIDENING IMPROVEMENTS
PROJECT NO. STP 3322(409)

PROJECT NO. 14-100-504-00 | DATE 6/22/2015

TRACT 48
LEGAL EXHIBIT MAP

TRACT 48 6107 E. 155TH ST.

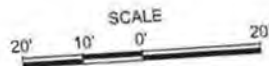
155TH STREET



TRACT 48
LOLA S. KREISEL
6107 E. 155TH ST.
050101000000073000

LEGEND

- ROW = RIGHT-OF-WAY
- DE = DRAINAGE EASEMENT
- TCE = TEMPORARY CONSTRUCTION EASEMENT
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- TABULATION OF AREAS
- ROW = 1753.80 SQ. FT.
- DE = 872.14 SQ. FT.
- TCE = 9643.80 SQ. FT.



This exhibit does not represent a legal survey of this property. It is intended for visual purposes only. The property dimensions shown are platted and/or deeded dimensions and are not measured dimensions.

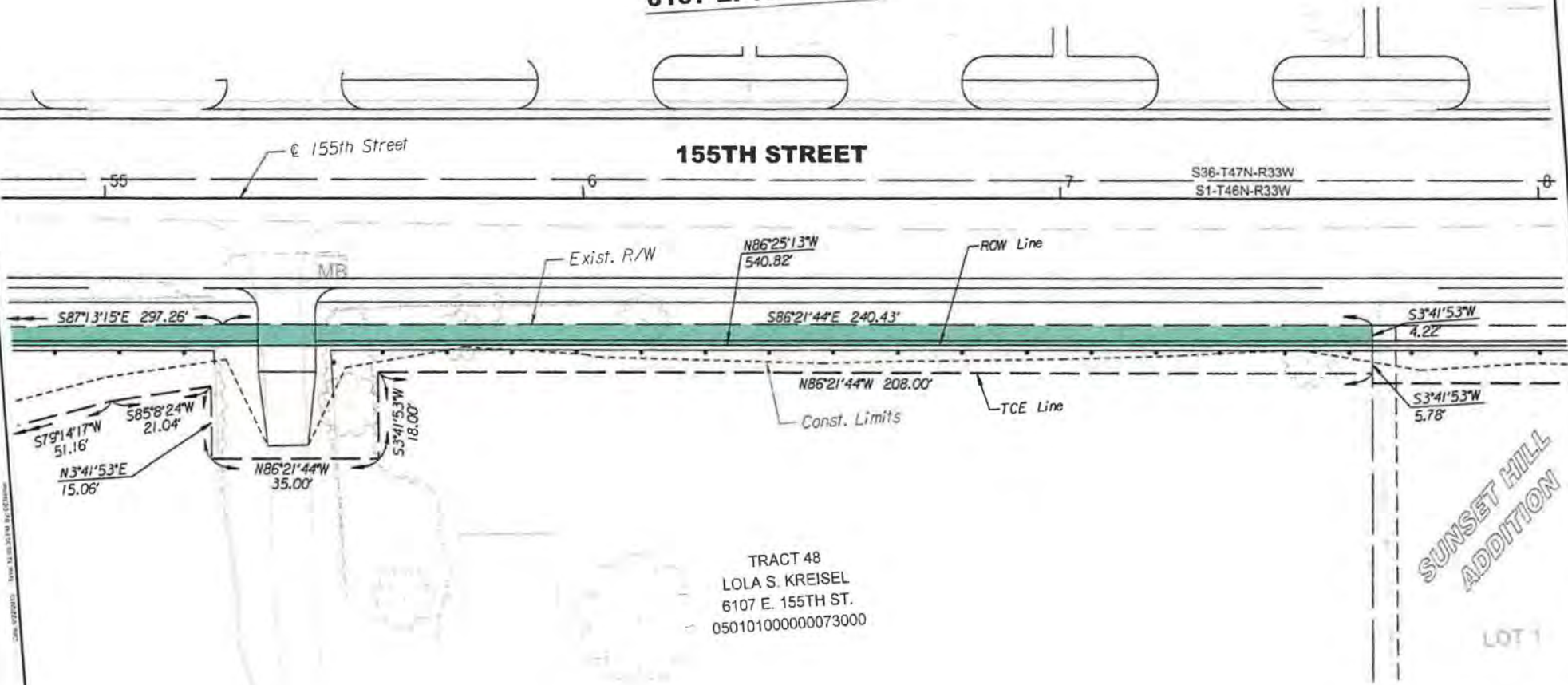
WILSON & COMPANY
600 EAST 101ST TERRACE, SUITE 200
KANSAS CITY, MO. 64131
816-701-3100

CITY OF BELTON, MISSOURI
CASS COUNTY MISSOURI
155TH ST. WIDENING IMPROVEMENTS
PROJECT NO. STP 3322(409)

PROJECT NO. 14-100-504-00 | DATE 6/22/2015

**TRACT 48
LEGAL EXHIBIT MAP**

TRACT 48
6107 E. 155TH ST.



TRACT 48
LOLA S. KREISEL
6107 E. 155TH ST.
05010100000073000

**SUNSET HILL
ADDITION**

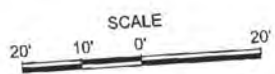
LOT 1

This exhibit does not represent a legal survey of this property. It is intended for visual purposes only. The property dimensions shown are platted and/or deeded dimensions and are not measured dimensions.

LEGEND

- ROW = RIGHT-OF-WAY
- DE = DRAINAGE EASEMENT
- TCE = TEMPORARY CONSTRUCTION EASEMENT

POB POINT OF BEGINNING
 POC POINT OF COMMENCEMENT
TABULATION OF AREAS
 ROW= 1753.80 SQ. FT.
 DE = 872.14 SQ. FT.
 TCE = 9643.80 SQ. FT.



WILSON & COMPANY
 800 EAST 101ST TERRACE SUITE 200
 KANSAS CITY, MO 64131
 816-701-3100

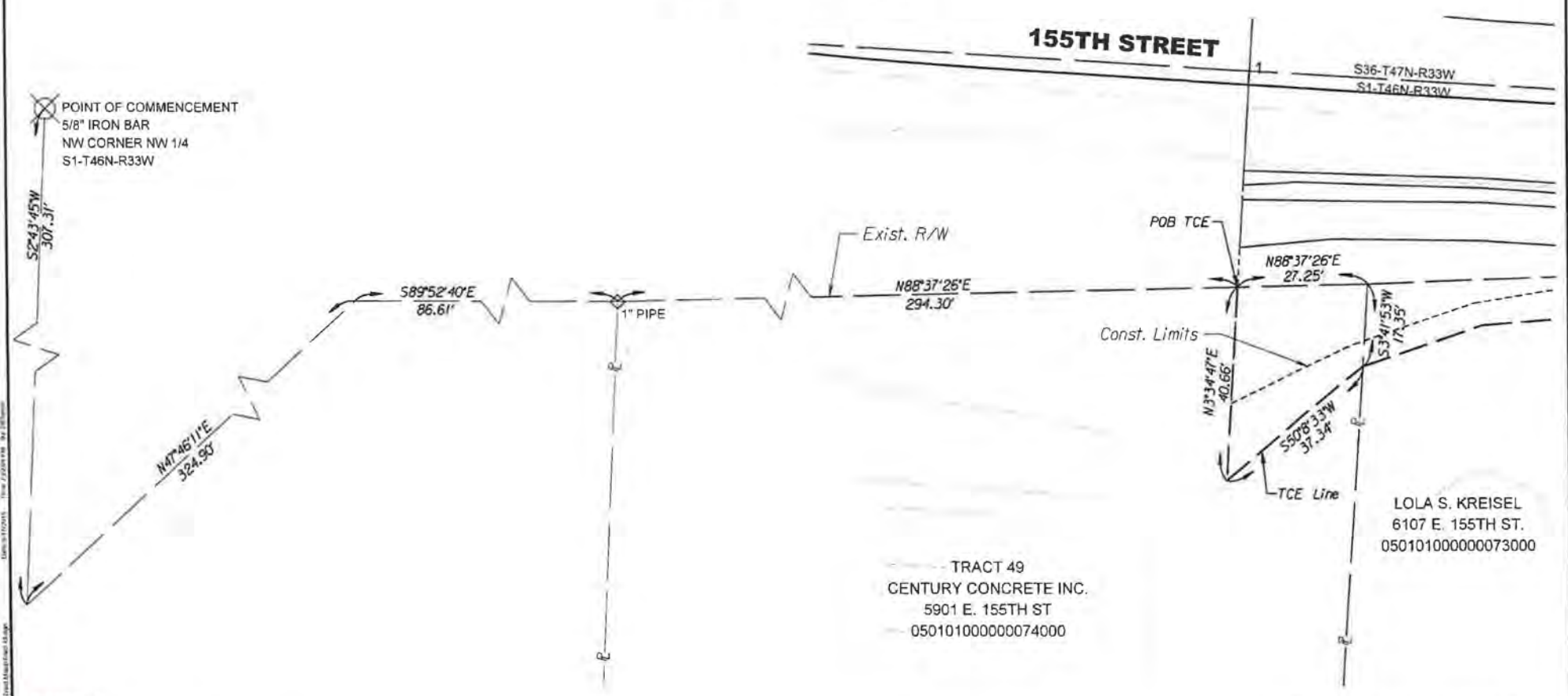
CITY OF BELTON, MISSOURI
 CASS COUNTY MISSOURI
 155TH ST. WIDENING IMPROVEMENTS
 PROJECT NO. STP 3322(409)

PROJECT NO. 14-100-504-00 | DATE 6/22/2015

**TRACT 48
 LEGAL EXHIBIT MAP**

FILE: 155TH ST WIDENING IMPROVEMENTS PROJECT NO. STP 3322(409) DATE 6/22/2015
 DRAWN: 6/22/2015
 CHECK: 6/22/2015
 DATE: 6/22/2015

TRACT 49
5901 E. 155TH ST.



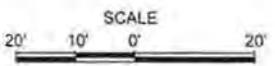
LEGEND

- ROW = RIGHT-OF-WAY
- PUE = PERMANENT UTILITY EASEMENT
- TCE = TEMPORARY CONSTRUCTION EASEMENT

POB POINT OF BEGINNING
POC POINT OF COMMENCEMENT

TABULATION OF AREAS

ROW= N/A
PUE = N/A
TCE = 786.63 SQ. FT.



This exhibit does not represent a legal survey of this property. It is intended for visual purposes only. The property dimensions shown are plotted and/or deeded dimensions and are not measured dimensions.

WILSON & COMPANY
300 EAST 101ST TERRACE, SUITE 200
KANSAS CITY, MO. 64131
816-701-0100

CITY OF BELTON, MISSOURI
CASS COUNTY MISSOURI
155TH ST. WIDENING IMPROVEMENTS
PROJECT NO. STP 3322(409)

PROJECT NO. 14-100-504-00 | DATE 6/17/2015

TRACT 49
LEGAL EXHIBIT MAP

SECTION VII
A

R2015-38

A RESOLUTION APPROVING CHANGE ORDER #1 WITH SUPERIOR BOWEN ASPHALT COMPANY LLC AND INCREASING CONTRACT #225-2015-1 IN THE AMOUNT OF \$50,400 FOR THE PURPOSE OF COMPLETING REPAIRS TO CENTRAL AVENUE FROM Y HIGHWAY TO LILLARD AVENUE.

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

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

Duly passed and approved this ____ day of _____, 2015

Mayor Jeff Davis

ATTEST:

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

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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton, Missouri, and that the foregoing Resolution was regularly introduced at a regular meeting of the City Council held on the ____ day of _____, 2015, and adopted at a regular meeting of the City Council held the _____ day of ____, 2015 by the following vote, to-wit:

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

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



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: August 25, 2015

DIVISION: Transportation

COUNCIL: Regular Meeting Work Session Special Session

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

ISSUE/RECOMMENDATION:

Staff anticipated the need to repair Central Avenue from Y Highway to Lillard Avenue during the preparation of the Street Preservation Program; however, it was not included in the contract because the timing and amount of work was uncertain. The development is close to completing their project and the amount of repairs is now known with budgeted funds available. Staff recommends approval of the resolution approving Change Order #1 with Superior Bowen Asphalt, LLC in an amount not to exceed \$50,400.

PROPOSED CITY COUNCIL MOTION:

Approve a resolution accepting Change Order #1 with Superior Bowen Asphalt Company, LLC and increasing contract #225-2015-1 in the amount of \$50,400 for the purpose of completing repairs to Central Avenue from Y Highway to Lillard Avenue at the August 25, 2015 Council Regular Session.

BACKGROUND:

Construction traffic has taken a toll on Central Avenue and the anticipated traffic that will be using this street has created the need to complete a full depth repair which is approximately 1200 SY. Staff recommends completing this repair under the current contract with Superior Bowen Asphalt.

IMPACT/ANALYSIS:

FINANCIAL IMPACT

Contractor:	Superior Bowen Asphalt Company, LLC	
Amount of Request/Contract:	\$	Not to exceed budgeted funds
Amount Budgeted:	\$	575,000
Funding Source:	Transportation Capital Outlay 225-0000-495-7300	
Additional Funds:	\$	n/a
Funding Source:	n/a	
Encumbered:	\$	n/a
Funds Remaining:	\$	Approx. \$19,000

STAFF RECOMMENDATION, ACTION, AND DATE:

Staff recommends approval of resolution accepting Change Order #1 with Superior Bowen Asphalt Company, LLC and increasing contract #225-2015-1 in the amount of \$50,400 for the purpose of completing repairs to Central Avenue from Y Highway to Lillard Avenue at the August 25, 2015 Council Regular Session.

LIST OF REFERENCE DOCUMENTS ATTACHED:

Resolution
Superior Bowen Asphalt Company, LLC Change Order #1



CHANGE ORDER NO. 1

Contract Number 225-2015-1

Project Title 2015 Street Preservation Project / Overlay

Effective Date: August 18, 2015

Ordinance / Resolution No: R2015-38

To CONTRACTOR Superior Bowen Asphalt Company, LLC

The Contract is changed as follows: Increase Section A, Line item 6 from 0 qty to 1200 SY at bid price for the purpose of completing Central Avenue from Y HWY to Lillard.

Not valid until signed by the OWNER.

The original Contract Price was	\$63,876.20
Net change by previously authorized Change Orders	\$0.00
The Contract Price prior to this Change Order was	\$63,876.20
The Contract Price will be increased by (Not to Exceed).....	\$50,400.00
The new Contract Price including this Change Order will be	\$114,276.20
The Contract Times will be changed by	0 days

CONTRACTOR: Superior Bowen Asphalt Company, LLC	By: <p style="text-align: center;">Contractor Representative</p>	Date:
OWNER: City of Belton, Missouri	By: <p style="text-align: center;">Ron Trivitt City Manager</p>	Date:
OWNER: City of Belton, Missouri	By: <p style="text-align: center;">Jeff Fisher Public Works Director</p>	Date:

SECTION XI
A

**Information Return for Small Tax-Exempt
 Governmental Bond Issues, Leases, and Installment Sales**
 ▶ Under Internal Revenue Code section 149(e)
 Caution: If the issue price of the issue is \$100,000 or more, use Form 8038-G.

OMB No. 1545-0720

Part I Reporting Authority Check box if Amended Return

1 Issuer's name
 City of Belton, Missouri

2 Issuer's employer identification number (EIN)
 44 6000137

3 Number and street (or P.O. box if mail is not delivered to street address)
 16400 North Mullen Road

4 City, town, or post office, state, and ZIP code
 Belton, Missouri 64012

5 Name and title of officer or other employee of issuer or designated contact person whom the IRS may call for more information
 Todd Spalding, Director

6 Report number (For IRS Use Only)

7 Telephone number of officer or legal representative
 816-348-7400

Part II Description of Obligations Check one: a single issue or a consolidated return

8a Issue price of obligation(s) (see instructions)	8a	27,850	00
b Issue date (single issue) or calendar date (consolidated). Enter date in mm/dd/yyyy format (for example, 01/01/2009) (see instructions) ▶ 07/23/2015			
9 Amount of the reported obligation(s) on line 8a that is:			
a For leases for vehicles	9a		
b For leases for office equipment	9b		
c For leases for real property	9c		
d For leases for other (see instructions)	9d	27,850	00
e For bank loans for vehicles	9e		
f For bank loans for office equipment	9f		
g For bank loans for real property	9g		
h For bank loans for other (see instructions)	9h		
i Used to refund prior issue(s)	9i		
j Representing a loan from the proceeds of another tax-exempt obligation (for example, bond bank)	9j		
k Other	9k		

10 If the issuer has designated any issue under section 265(b)(3)(B)(i)(II) (small issuer exception), check this box

11 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check this box (see instructions)

12 Vendor's or bank's name: Municipal Asset Management, Inc.

13 Vendor's or bank's employer identification number: 3 6 4 5 4 8 3 4 6

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the persons(s) that I have authorized above.

Signature of issuer's authorized representative: Jeff Davis, Mayor Date: _____
 Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name: Rachel A. Orr
 Preparer's signature: Rachel A. Orr
 Date: 8-12-15
 Check if self-employed
 PTIN: P01701703

Firm's name: Gilmore & Bell, P.C.
 Firm's EIN: 43-1611738
 Firm's address: 2405 Grand Boulevard, Suite 1100, Kansas City, MO 64108
 Phone no.: 816-221-1000

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

What's New

The IRS has created a page on IRS.gov for information about the Form 8038 series and its instructions, at www.irs.gov/form8038. Information about any future developments affecting the Form 8038 series (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

Form 8038-GC is used by the issuers of tax-exempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

Who Must File

Issuers of tax-exempt governmental obligations with issue prices of less than \$100,000 must file Form 8038-GC.

Issuers of a tax-exempt governmental obligation with an issue price of \$100,000 or more must file Form 8038-G, Information Return for Tax-Exempt Governmental Obligations.

Filing a separate return for a single issue. Issuers have the option to file a separate Form 8038-GC for any tax-exempt governmental obligation with an issue price of less than \$100,000.

An issuer of a tax-exempt bond used to finance construction expenditures must file a separate Form 8038-GC for each issue to give notice to the IRS that an election was made to

pay a penalty in lieu of arbitrage rebate (see the line 11 instructions).

Filing a consolidated return for multiple issues. For all tax-exempt governmental obligations with issue prices of less than \$100,000 that are not reported on a separate Form 8038-GC, an issuer must file a consolidated information return including all such issues issued within the calendar year.

Thus, an issuer may file a separate Form 8038-GC for each of a number of small issues and report the remainder of small issues issued during the calendar year on one consolidated Form 8038-GC. However, if the issue is a construction issue, a separate Form 8038-GC must be filed to give the IRS notice of the election to pay a penalty in lieu of arbitrage rebate.

Information Return for Tax-Exempt Governmental Obligations
 ▶ Under Internal Revenue Code section 149(e)
 ▶ See separate instructions.
 Caution: If the issue price is under \$100,000, use Form 8038-GC.

OMB No. 1545-0720

Part I Reporting Authority		If Amended Return, check here <input type="checkbox"/>	
1 Issuer's name City of Belton, Missouri		2 Issuer's employer identification number (EIN) 44-6000137	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions) E. Sid Douglas, III, Gilmore & Bell, P.C., Special Counsel		3b Telephone number of other person shown on 3a 816-221-1000	
4 Number and street (or P.O. box if mail is not delivered to street address)	Room/suite	5 Report number (For IRS Use Only)	
2405 Grand Boulevard	1100	3	
6 City, town, or post office, state, and ZIP code Kansas City, MO 64108		7 Date of issue 04/16/2015	
8 Name of issue Equipment Lease Purchase Agreement, dated April 16, 2015		9 CUSIP number None	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions) Todd Spalding, Director		10b Telephone number of officer or other employee shown on 10a 816-348-7400	

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.		
11 Education		
12 Health and hospital		
13 Transportation		
14 Public safety		
15 Environment (including sewage bonds)		
16 Housing		
17 Utilities		
18 Other. Describe ▶ Fitness Equipment	136,184	96
19 If obligations are TANs or RANs, check only box 19a	<input type="checkbox"/>	
If obligations are BANs, check only box 19b	<input type="checkbox"/>	
20 If obligations are in the form of a lease or installment sale, check box	<input type="checkbox"/>	

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.					
	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	04/16/2020	\$ 136,184.96	\$ 136,184.96	2.6136 years	3.4854 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)				
22	Proceeds used for accrued interest			0 00
23	Issue price of entire issue (enter amount from line 21, column (b))			136,184 96
24	Proceeds used for bond issuance costs (including underwriters' discount)	24	0 00	
25	Proceeds used for credit enhancement	25	0 00	
26	Proceeds allocated to reasonably required reserve or replacement fund	26	0 00	
27	Proceeds used to currently refund prior issues	27	0 00	
28	Proceeds used to advance refund prior issues	28	0 00	
29	Total (add lines 24 through 28)			0 00
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)			136,184 96

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.	
31	Enter the remaining weighted average maturity of the bonds to be currently refunded ▶ _____ years
32	Enter the remaining weighted average maturity of the bonds to be advance refunded ▶ _____ years
33	Enter the last date on which the refunded bonds will be called (MM/DD/YYYY) ▶ _____
34	Enter the date(s) the refunded bonds were issued ▶ (MM/DD/YYYY)

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions)	36a	
b	Enter the final maturity date of the GIC ▶ _____		
c	Enter the name of the GIC provider ▶ _____		
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37	
38a	If this issue is a loan made from the proceeds of another tax-exempt issue, check box <input type="checkbox"/> and enter the following information:		
b	Enter the date of the master pool obligation ▶ _____		
c	Enter the EIN of the issuer of the master pool obligation ▶ _____		
d	Enter the name of the issuer of the master pool obligation ▶ _____		
39	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box		<input type="checkbox"/>
40	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box		<input type="checkbox"/>
41a	If the issuer has identified a hedge, check here <input type="checkbox"/> and enter the following information:		
b	Name of hedge provider ▶ _____		
c	Type of hedge ▶ _____		
d	Term of hedge ▶ _____		
42	If the issuer has superintegrated the hedge, check box		<input type="checkbox"/>
43	If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box		<input checked="" type="checkbox"/>
44	If the issuer has established written procedures to monitor the requirements of section 148, check box		<input checked="" type="checkbox"/>
45a	If some portion of the proceeds was used to reimburse expenditures, check here <input type="checkbox"/> and enter the amount of reimbursement ▶ _____		
b	Enter the date the official intent was adopted ▶ _____		

Signature and Consent	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.				
	Signature of issuer's authorized representative: _____ Date: _____		Jeff Davis, Mayor Type or print name and title		
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
	Rachel A. Orr	<i>Rachel A. Orr</i>	8-12-15		P01701703
	Firm's name ▶ Gilmore & Bell, P.C.	Firm's EIN ▶ 43-1611738		Phone no. 816-221-1000	
Firm's address ▶ 2405 Grand Boulevard, Suite 1100, Kansas City, MO 64108					