



**CITY OF BELTON
CITY COUNCIL
REGULAR MEETING
TUESDAY, DECEMBER 22, 2015 – 7:00 PM
CITY HALL ANNEX
520 MAIN STREET
AGENDA**

- I. CALL REGULAR MEETING TO ORDER
- II. PLEDGE OF ALLEGIANCE – COUNCILMAN NEWELL
- 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 December 8 2015, City Council regular meeting.

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B. Motion approving the purchase of vehicle accessories for the four (4) newly acquired police patrol vehicles.

New emergency and accessory equipment is required for the new body style police vehicles. This purchase is within budget.

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- V. PERSONAL APPEARANCES
- VI. ORDINANCES

A. Motion approving the amendment of Bill No. 2015-07.
First reading was passed on February 24, 2015. There have been changes made to the collective bargaining provisions.

Motion approving final reading of Bill No. 2015-07 as amended:
AN ORDINANCE ADOPTING PROVISIONS FOR COLLECTIVE BARGAINING WITH POLICE.

Paperwork attached.

Page 21 Pass Fail

B. Motion approving both readings of Bill No. 2015-80:

AN ORDINANCE APPROVING THE PETITION TO ESTABLISH THE GRAND HILL COMMUNITY IMPROVEMENT DISTRICT; ESTABLISHING THE GRAND HILL COMMUNITY IMPROVEMENT DISTRICT, GENERALLY LOCATED EAST OF THE SOUTH OUTER ROAD OF INTERSTATE 49 ALONG GRAND STREET AND HILL STREET, ALL IN THE CITY OF BELTON, MISSOURI; AND DIRECTING THE CITY CLERK TO REPORT THE CREATION OF THE DISTRICT TO THE MISSOURI DEPARTMENT OF ECONOMIC DEVELOPMENT.

First reading was postponed on October 13, 2015. Revisions to the ordinance are in bold. The amended petition has also been revised.

Paperwork attached.

Page 33 Pass Fail

C. Motion to reconsider final reading of Bill No. 2015-99.

First reading was passed on December 8, 2015. The motion approving final reading failed to pass on December 8, 2015 because it did not receive 5 affirmative votes. Councilmember Al Hoag, having voted on the prevailing side, has requested that it be place on the agenda for reconsideration. (Belton Code of Ordinances, Section 2-100 (j))

Motion approving the amendment of Bill No. 2015-99.

There have been changes to the budget numbers since December 8, 2015.

Motion approving final reading of Bill No. 2015-99 as amended:

AN ORDINANCE APPROVING THE RE-APPROPRIATION & REVISION OF THE FISCAL YEAR 2016 ADOPTED CITY BUDGET TO REFLECT THE SALARY IMPLICATIONS FOR ADDING ONE ASSISTANT FIRE MARSHAL POSITION AND DELETING ONE ASSISTANT FIRE CHIEF POSITION UNDER THE BELTON FIRE DEPARTMENT REORGANIZATION PLAN.

Paperwork attached.

Page 65 Pass Fail

D. Motion approving first reading of Bill No. 2015-100:

AN ORDINANCE CALLING AN ELECTION AND SUBMITTING THE QUESTION TO THE VOTERS ON CONTINUED APPLICATION AND COLLECTION OF LOCAL SALES TAX ON THE TITLING OF MOTOR VEHICLES, TRAILERS, BOATS AND OUTBOARD MOTORS THAT ARE PURCHASED FROM A SOURCE OTHER THAN A LICENSED MISSOURI DEALER; AND AUTHORIZING THE CITY CLERK TO NOTIFY THE CASS COUNTY ELECTION OFFICIAL OF THE APPROVAL OF THIS ORDINANCE AND REQUEST PLACING UPON THE APRIL 5, 2016 ELECTION BALLOT IN THE CITY OF BELTON, MISSOURI.

Paperwork attached.

Page 73 Pass Fail

E. Motion approving first reading of Bill No. 2015-101:

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH THE MISSOURI DEPARTMENT OF TRANSPORTATION (MODOT) TO INSTALL AND MAINTAIN PURPLE HEART SIGNS IN THE STATE RIGHT OF WAY.

Paperwork attached.

Page 81 Pass Fail

F. Motion approving first reading of Bill No. 2015-102:

AN ORDINANCE AUTHORIZING THE CITY OF BELTON, MISSOURI THROUGH ITS POLICE DEPARTMENT TO RENEW A MAINTENANCE AND SUPPORT AGREEMENT WITH KENTON BROTHERS, INC. FOR THE BUILDING VIDEO SECURITY SYSTEM.

Paperwork attached.

Page 99 Pass Fail

G. Motion approving first reading of Bill No. 2015-103:

AN ORDINANCE OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING A MINOR CONSTRUCTION SERVICES AGREEMENT WITH PHILLIPS HARDY, INC. TO RELOCATE A PORTION OF OIL CREEK WITH APPROXIMATELY 335 CUBIC YARDS OF TYPE 3 ROCK DITCH LINER AS PART OF THE BELTON NEXUS PROJECT.

Paperwork attached.

Page 113 Pass Fail

H. Motion approving first reading of Bill No. 2015-104:

AN ORDINANCE APPROVING THE REAPPROPRIATION & REVISION OF THE CITY OF BELTON FISCAL YEAR 2016 ADOPTED CITY BUDGET.

Paperwork attached.

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Pass Fail

VII. RESOLUTIONS

A. Motion approving Resolution R2015-48:

A RESOLUTION APPROVING TASK AGREEMENT #2015-1 WITH PYRAMID EXCAVATION AND CONSTRUCTION, INC. TO MAKE NECESSARY REPAIRS TO THE SANITARY SEWER LINE BETWEEN HACKBERRY AND 4TH STREET AT A NOT TO EXCEED COST OF \$25,000.

Paperwork Attached.

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Pass Fail

VIII. CITY COUNCIL LIAISON REPORTS

IX. MAYOR'S COMMUNICATIONS

X. CITY MANAGER'S REPORT

XI. MOTIONS

XII. OTHER BUSINESS

XIII. ADJOURN

SECTION IV
A

**MINUTES OF THE
BELTON CITY COUNCIL
REGULAR MEETING
DECEMBER 8, 2015
CITY HALL ANNEX
520 MAIN STREET, BELTON, MISSOURI**

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

Councilman Newell led the Pledge of Allegiance to the Flag.

Councilmembers present: Mayor Jeff Davis, Councilmen Jeff Fletcher, Al Hoag, Gary Lathrop, bob Newell, Tim Savage, Chet Trutzel, and Dean VanWinkle; Absent: Councilman Scott Von Behren. Megan McGuire, City Attorney; Ron Trivitt, City Manager; and Patti Ledford, City Clerk were also present.

CONSENT AGENDA:

Councilman Newell moved to approve the consent agenda consisting of a **motion approving the minutes of the November 24, 2015, City Council regular meeting; a motion approving the November 2015 Municipal Police Judge's Report; and a motion approving a change order to the aerial ladder purchase originally approved by the city council on January 27, 2015. This change order will allow the fire chief to choose a better design by Pierce Manufacturing and authorize spending an additional \$21,368.00. This design was not available when the initial order was placed.** Councilman Hoag seconded. All voted in favor. Councilman Von Behren absent. Consent agenda approved.

PERSONAL APPEARANCES:

Police Department Presentations -

- Police Chief James Person presented Dave Kocourek, a retirement plaque in recognition for his 48 years of dedicated and devoted service to police department and citizens of Belton from 1967-2015. Dave is very modest and didn't want a big deal or party or reception. Many of us still on the staff worked with him as young patrolmen. We appreciate all he has meant to the department and to the citizens. The last several years he has been the court bailiff.
- Chief Person presented Zach Hankins and A.J. Haus, with the lifesaving award. He read letters of commendation to both of them. He said they responded to a structure fire on October 27, 2015 at 3:30 A.M. Smoke and flames were coming from the residence. Upon arrival members of the family were in the yard and told them that one person was still in the basement. They both entered the smoke filled home, but had to retreat due to smoke. A second entry was made; the person was located and escorted to safety without the loss of life or severe injury. Chief Person then presented them both with the meritorious service award for their bravery and putting others before self.

At 7:05 P.M. Councilman Lathrop moved to enter Executive Session 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 that the record be closed. Councilman Hoag seconded. The following vote recorded; Ayes: 8, Mayor Davis, Councilmen

Savage, Hoag, Newell, Fletcher, Lathrop, Trutzel, VanWinkle; Noes: None; Absent: 1, Councilman Von Behren.

Mayor Davis said there would be a short (5-7 minute) recess and then the Council would enter executive session.

The Council returned from executive session at 8:17 P.M.

ORDINANCES:

Patti Ledford, City Clerk, gave the final reading of Bill No. 2015-90: **AN ORDINANCE APPROVING A SPECIAL USE PERMIT TO ALLOW A IN-HOME CHILD CARE ON PROPERTY ZONED R-1 (SINGLE-FAMILY RESIDENTIAL), AND LOCATED AT 8406 E 166TH STREET, BELTON, MISSOURI.** Presented by Councilman Trutzel, seconded by Councilman Hoag. Vote on the final reading was recorded; Ayes: 8, Councilmen Lathrop, Newell, Savage, Hoag, Fletcher, Mayor Davis, Councilmen Trutzel and VanWinkle; Noes: None; Absent: 1, Councilman Von Behren. Bill No. 2015-90 was declared passed and in full force and effect as Ordinance No. 2015-4156, subject to Mayoral veto.

Ms. Ledford gave the final reading of Bill No. 2015-95: **AN ORDINANCE CALLING AND PROVIDING FOR THE ANNUAL ELECTION OF MUNICIPAL OFFICERS FOR THE CITY OF BELTON, MISSOURI TO BE HELD APRIL 5, 2016.** Presented by Councilman Hoag, seconded by Councilman Newell. The following vote was recorded; Ayes: 8, Councilmen Newell, Trutzel, Mayor Davis, Councilmen Savage, Hoag, VanWinkle, Fletcher, and Lathrop; Noes: None; Absent: 1, Councilman Von Behren. Bill No. 2015-95 was declared passed and in full force and effect as Ordinance No. 2015-4157, subject to Mayoral veto.

Ms. Ledford gave the final reading of Bill No. 2015-96: **AN ORDINANCE AMENDING CHAPTER 9 – ELECTIONS, ARTICLE IV – CANDIDATES, SECTIONS 9-77 AND 9-80 IN ORDER TO COMPLY WITH RECENT REVISIONS TO STATE ELECTION LAW REGARDING CERTAIN CANDIDATE NOTIFICATIONS, QUALIFICATIONS, DELINQUENCIES AND VERIFICATIONS BY THE CITY CLERK; REPEALING ALL ORDINANCES IN CONFLICT AND PRESENTING AN EFFECTIVE DATE OF THE AMENDMENTS.** Presented by Councilman Hoag, seconded by Councilman Trutzel. The Council was polled and the following vote recorded; Ayes: 8, Councilmen Hoag, Lathrop, Mayor Davis, Councilmen Trutzel, Savage, Fletcher, VanWinkle and Newell; Noes: None; Absent: 1, Councilman Von Behren. Bill No. 2015-96 was declared passed and in full force and effect as Ordinance No. 2015-4158, subject to Mayoral veto.

Ms. Ledford gave the final reading of Bill No. 2015-97: **AN ORDINANCE OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING SUPPLEMENTAL AGREEMENT NO. 1 TO THE RIGHT-OF-WAY APPRAISAL AGREEMENT WITH BLISS ASSOCIATES FOR PHASE 1 OF THE MULLEN ROAD AND NORTH CASS PARKWAY PROJECT.** Presented by Councilman Trutzel, seconded by Councilman Hoag. The Council was polled and the following vote recorded; Ayes: 8, Mayor Davis, Councilmen Savage, Hoag, Newell, Fletcher, Lathrop, Trutzel, and VanWinkle; Noes: None; Absent: 1, Councilman Von Behren. Bill No. 2015-97 was declared passed and in full force and effect as Ordinance No. 2015-4159, subject to Mayoral veto.

Ms. Ledford gave the final reading of Bill No. 2015-98: **AN ORDINANCE OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING SUPPLEMENTAL**

AGREEMENT NO. 1 TO THE NEGOTIATOR SERVICES AGREEMENT WITH BLISS ASSOCIATES FOR PHASE 1 OF THE MULLEN ROAD AND NORTH CASS PARKWAY PROJECT. Presented by Councilman Trutzel, seconded by Councilman Savage. The Council was polled and the following vote recorded; Ayes: 8, Councilmen Newell, VanWinkle, Mayor Davis, Councilmen Hoag, Fletcher, Lathrop, Savage, and Trutzel; Noes: None; Absent: 1, Councilman Von Behren. Bill No. 2015-98 was declared passed and in full force and effect as Ordinance No. 2015-4160, subject to Mayoral veto.

Ms. Ledford read Bill No. 2015-99: **AN ORDINANCE APPROVING THE RE-APPROPRIATION & REVISION OF THE FISCAL YEAR 2016 ADOPTED CITY BUDGET TO REFLECT THE SALARY IMPLICATIONS FOR ADDING ONE ASSISTANT FIRE MARSHAL POSITION AND DELETING ONE ASSISTANT FIRE CHIEF POSITION UNDER THE BELTON FIRE DEPARTMENT REORGANIZATION PLAN.** Presented by Councilman Trutzel, seconded by Councilman Hoag. Councilman Savage said he doesn't see why this is such an emergency and needs to be done right now. To amend the budget and not be given the opportunity to go through due process just shouldn't be done. Mayor Davis asked Sheila Ernzen, Finance Director how many budget amendments have we had so far. She said 6-7 mostly from fire and public works. Councilman Savage asked Ms. Ernzen if she is in support of this budget amendment. Ms. Ernzen said it is her preference only to amend if it is unforeseen and needed to be done immediately. It is best to take any changes to budget and look at it city wide and knowing all the needs of all the city departments. Councilman Savage said if we don't know the needs then this can wait. Councilman VanWinkle asked if there is a necessity of doing it now instead of down the road. Mr. Foster said in order to get the ball rolling and make the changes necessary then it is. Vote on the first reading was recorded: Ayes: 5, Mayor Davis, Councilmen Newell, Fletcher, Hoag, and Trutzel; Noes: 3, Councilmen VanWinkle, Savage and Lathrop; Absent: 1, Councilman Von Behren. **Councilman Trutzel moved to hear the final reading.** Councilman Newell seconded. All voted in favor except Councilman Lathrop voting no. Councilman Von Behren absent. The final reading was read. Presented by Councilman Trutzel, seconded by Councilman Newell. Councilman Trutzel asked Mr. Foster the importance of adding an assistant fire marshal. Mr. Foster said there is a lot of development and building going on. The Fire Chief has gone through the needs of the fire department and feels these two positions are needed more than the assistant fire chief. Norman Larkey, Fire Chief, reiterated what Mr. Foster said. Vote on the final reading was recorded; Ayes: 4, Councilmen Fletcher, Trutzel, Mayor Davis, and Councilman Newell; Noes: 4, Councilmen Savage, Lathrop, VanWinkle and Hoag; Absent: 1, Councilman Von Behren. Final reading failed.

RESOLUTIONS:

Ms. Ledford read Resolution R2015-47: **A RESOLUTION ADOPTING THE RE-ORGANIZATION PLAN OF THE BELTON FIRE DEPARTMENT.** Presented by Councilman Trutzel, seconded by Councilman Newell. All voted in favor. Councilman Von Behren absent. Resolution passed.

CITY COUNCIL LIAISON REPORTS

Councilman Newell, Code Enforcement Liaison, reported the Code Enforcement Advisory Committee met last Wednesday and discussed chickens. The Committee will be bringing forth some recommendations to discuss at a later time pertaining to the number of chickens allowed, lot size/acreage, etc.

MAYOR'S COMMUNICATIONS

Mayor Davis said he attended the Mayor's Caucus and Senate Bill #5 was the hot topic of discussion. The original intent of Senate Bill #5 was to get rid of speed traps. Also, topics of discussion were the sales and use tax; legislators are adamant this needs to pass this year. Cities

have had three years to pass it and if they don't they are going to lose it. Sheila Ernzen, Finance Director, said it could affect the city budget by \$200,000-\$300,000 plus if it doesn't pass. Discussion at the Mayor's Caucus also centered on the 2 cent fuel tax for the Missouri Department of Transportation, and doing away with the Kansas City earnings tax, which could impact the city of Kansas City's budget by \$240,000,000.

Mr. Trivitt said the way the law is written is to help us go back and correct what the court did and we have to ask Belton voters to approve the continuation of the tax on purchases of out-of-state motor vehicles. The Missouri Municipal League interpretation is – even if our use tax is submitted first and the voters approve it, it still would not save us from losing that money. The only tax we really need to propose to the voters is whether to continue the collection of tax for out-of-state motor vehicles. The way the law is written is very confusing. The City Attorney has been working on an ordinance calling the election and the ordinance most likely will be presented at the December 22 Council meeting.

Councilman Fletcher reminded the Council of the Belton Chamber casino event tomorrow night at 6:00 at Carnegie Village.

Being no further business, Councilman Hoag moved to adjourn at 8:37 P.M. Councilman Newell seconded. All voted in favor. Councilman Von Behren absent. Meeting adourned.


Patti Ledford, City Clerk

Jeff Davis, Mayor

SECTION IV
B



**CITY OF BELTON
CITY COUNCIL INFORMATION FORM**

AGENDA DATE: December 22, 2014
 ASSIGNED STAFF: James R. Person
 DEPARTMENT: Police Department

Approvals

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

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

ISSUE/REQUEST: Motion to purchase vehicle accessories equipment for the recently ordered patrol vehicles.

PROPOSED CITY COUNCIL MOTION: Approve the purchase of vehicle accessories for two (2) 2015 Ford Police Interceptor Utility and two (2) 2015 Police Interceptor Sedan recently ordered for the Police Department.

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

New emergency and accessory equipment is required for the new body style police vehicles. We received quotes from accessory equipment from 911Custom and have used this company in passed years and are satisfied with their installments. The total cost is \$8,285.52.

IMPACT / ANALYSIS:

Equipping the new vehicles with the equipment that is needed for the function of a police car.

FINANCIAL IMPACT

Contractor:	911 Custom
Amount of Request/Contract:	\$8,285.52
Amount Budgeted:	\$ 7,352.00
Funding Source:	010-440-495-7500
Additional Funds	\$ 933.22
Funding Source	010-3800-400-4007
Encumbered:	\$
Funds Remaining:	\$

TIMELINE	Start:	Finish:
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OTHER INFORMATION/UNIQUE CHARACTERISTICS:**STAFF RECOMMENDATION:****OTHER BOARDS & COMMISSIONS ASSIGNED:**

Date:
Action:

List of reference Documents Attached:

Memo from Norman Shriver
911 Custom Quote



**Belton Police
Department**

Memo

To: Chief James Person
From: Lt. Norman Shriver
Date: 12-09-15
Re: Vehicle outfitting

We have received the four new replacement patrol vehicles and they are ready to be changed out. Attached is the estimate from 911 Custom to do the work. The quote is for the installation and replacement equipment for the tablet computers. The total amount is \$8285.52. Funding for this is included in the current year's budget.

We have used 911 Custom for the past few years and overall are satisfied with their work. Any issues have quickly been fixed or modified at our request.

I would request this be place on the next regular scheduled council meeting so we may begin the cars changed out.

Respectfully submitted

A handwritten signature in cursive script, appearing to read "Lt. Norman Shriver".

Lt Norman Shriver

Estimate

12/09/2015

911 Custom

911 Custom
 6970 W. 152nd Ter.
 Overland Park, KS 66223
 Phone: 913-390-8540
 Email: sales@911custom.com

20189



Bill To:

Belton Police Department
 Norman Shriver
 7001 E 163rd St
 Belton, MO 64012-4614

Ship To:

Belton Police Department
 Norman Shriver
 7001 E 163rd St
 Belton, MO 64012-4614

Customer: Belton Police Department

Contact: Belton Police Department

Seller	Payment Terms	FOB Point	Carrier	Ship Service	Requested Ship Date
Kevin	NET 30	Origin	Will Call		12/01/2015

Item #	Type	Number / Description	Unit Price	Qty Ordered	Total Price
1	Sale	Installation - Installation WRECKOUT AND REINSTALL ALL EQUIPMENT FROM F 2 SEDAN AND 2 UTILITY...EACH VEHICLE WILL TAKE 6 DAYS TO BUILD OR AGENCY WILL BE CREDITED \$50 PER DAY OVER	\$ 1,700.00	4 ea	\$ 6,800.00
2	Sale	MP-WIREPACK - Wiring Pack for Installations	\$ 75.00	4 ea	\$ 300.00
		MN-PD-B11 4 ea			
		WAY-75411 8 ea			
		WAY-48895 4 ea			
3	Sale	H-C-SM-SA-1 - Action adapters, Option, Swing arm, External mount	\$ 78.62	3 ea	\$ 235.87
4	Sale	H-C-MD-202 - Action adapters, Tilt/swivel, 1.82" High	\$ 57.46	3 ea	\$ 172.37
5	Sale	H-C-3329-UNV - Device Mount, Keyboard, Mounts universally, Fits numerous devices	\$ 117.18	3 ea	\$ 351.54
6	Sale	S-BT0639ITU16 - PB300/400 VS TRANSFER KIT 2016 UTILITY	\$ 118.75	2 ea	\$ 237.50
7	Sale	H-C-DMM-123 - Device Mount, Monitor, Vehicle dash mount, Swing out, Ford Interceptor Utility Police Vehicle 2013	\$ 188.24	1 ea	\$ 188.24

Estimate

12/09/2015

911 Custom

911 Custom
6970 W. 152nd Ter.
Overland Park, KS 66223
Phone: 913-390-8540
Email: sales@911custom.com

20189



Subtotal:	\$ 8,285.52
Sales Tax:	\$ 0.00
Total:	\$ 8,285.52

Approval: _____ Date: _____

SECTION VI
A

AN ORDINANCE ADOPTING PROVISIONS FOR COLLECTIVE BARGAINING WITH POLICE.

WHEREAS, Lodge 50 of the Fraternal Order of Police requested that the City of Belton (“City”) recognize Lodge 50 as the exclusive bargaining representative for the City’s police for purposes of collective bargaining; and

WHEREAS, adopting and implementing procedures for a secret ballot election and conducting a secret ballot election in response to the submission of signed cards in a prospective bargaining unit is critical to ensure that eligible voters can select a bargaining representative without pressure or undue influence and to ensure the propriety of the union’s status as the exclusive bargaining representative; and

WHEREAS, the City intends for all provisions herein applicable to comply in all respects with the decision issued by the Missouri Court of Appeals, Western District: *West Central Missouri Region Lodge #50 of the Fraternal Order of Police, et al. v. The City of Grandview*, WD 77250 (Jan. 27, 2015); and

WHEREAS, the Belton City Council deems it to be in the City’s best interest to adopt provisions for collective bargaining with the City’s police.

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

SECTION 1. Collective Bargaining Provisions Adopted. Provisions for collective bargaining with police in the form attached hereto as **Exhibit A** are hereby adopted.

SECTION 2. Effective Date. This Ordinance and the attached provisions for collective bargaining with police shall be effective immediately upon approval of this Ordinance.

READ FOR THE FIRST TIME: February 24, 2015

READ FOR THE SECOND TIME AND PASSED: _____

Mayor Jeff Davis

Approved this _____ day of _____, 2015.

Mayor Jeff Davis

ATTEST:

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

Approved as to form:

City Attorney

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

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

**AMENDED AND FINAL DRAFT PRESENTED JOINTLY ON 12-22-15
BY CITY AND LOCAL 50 FOP**

Exhibit A to Ordinance No. 2015-_____

Provisions for Collective Bargaining with Police

ARTICLE 1 - PURPOSE

- 1.1. These provisions (the "Provisions") are adopted for the purpose of providing a framework within which police employed by the City of Belton can exercise their right under Article I, Section 29 of the Constitution of the State of Missouri to bargain collectively with the City, through representatives of their own choosing.
- 1.2. The Management team of the City of Belton shall have the authority to adopt rules, regulations and forms it deems necessary to carry out the Provisions as adopted by Ordinance No. 2015-_____ (the "Ordinance") of this Order, and to amend or repeal such rules and regulations as it deems necessary.

ARTICLE 2 - DEFINITIONS

- 2.1. Appropriate bargaining unit means a class of employee jobs or positions for which there is a clear and identifiable community of interest among the employees concerned. A bargaining unit that contains peace officers shall contain no employees other than peace officers. Managerial employees, as defined herein, shall be excluded from the same bargaining units as the employees they supervise.
- 2.2. Assistant City Manager means the Assistant City Manager or his or her designee.
- 2.3. Confidential employee means employees employed by the City who, in the normal performance of their duties, have authorized access to confidential information affecting the employer/employee relationship or who have a confidential working relationship with the Assistant City Manager, the City Manager, or a supervisor employed by the City.
- 2.4. Employee is defined as any full-time employee of the City of Belton police department, who seeks to be involved in collective bargaining through the petitioning process established in the Ordinance, but excluding managerial employees and confidential employees.
- 2.5. Exclusive Bargaining Representative means an organization that has been designated or selected by a majority of the employees in an appropriate unit as their representative for purposes of collective bargaining.
- 2.6. Managerial employee for the Belton Police Department means the Lieutenants, Captain and the Chief of Police. Managerial employees cannot be part of any bargaining unit.

2.6.1 Managerial employees are those employees who have the authority to recommend hiring, promotion, transfer, discipline, or discharge of employees, to direct and assign the work force, to adjust grievances, or to engage in evaluations of employees, regardless of the amount of time engaged in such activities and those who formulate, determine, implement, or effectuate policies for the City

- 2.7 Police means a person who is sworn or commissioned under Missouri Revised Statute Chapter 590 (2014).
- 2.8 Salary means either the annual salary or the hourly rate of pay of employees.
- 2.9 Strike means an employee's refusal, in concerted action with others, to report to duty; a willful absence from the employee's position; a stoppage, reduction or slowdown of work; or the use of leave for the purpose of inducing, influencing, or coercing a change in the conditions, compensation, rights, privileges, or obligations of employment, or a decision of the City.

ARTICLE 3- COVERAGE

- 3.1 The Provisions shall apply to all regular full-time personnel employed in the Police Department.
- 3.2 It is the City's determination that all regular full-time non-managerial, non-confidential employees employed within the Police Department constitute the most appropriate unit for the purpose of collective bargaining. Any election conducted for the purpose of allowing employees to designate an exclusive bargaining representative, as provided below, shall take place within this unit, subject to the following exclusions:
- 3.2.1 Confidential employees shall not be included within the same bargaining unit as non-managerial employees, nor shall they be represented by the same labor organization as represents any non-managerial employees within the Police Department. For the purposes of this subsection, the Departmental Administrative Assistant/Secretary shall be included as a confidential employee.

ARTICLE 4- DESIGNATION OF EXCLUSIVE BARGAINING REPRESENTATIVE

- 4.1. Any solicitation of City employees to consider joining a labor organization or a bargaining unit may not be conducted while such employee is on duty in his or her capacity as an employee of the City, except that labor organization officers will be provided a twenty (20) minute on-duty meeting with new employees in the bargaining unit within the first two weeks of employment to discuss labor organization membership. Additionally, three employee members of the bargaining unit will be permitted up to twenty paid hours each for attendance at mutually scheduled bargaining sessions of the City and the labor organization. Otherwise, any meetings of City employees to discuss joining a bargaining unit, selecting an exclusive bargaining representative, or negotiating a labor contract with the City, shall be held by employees while off duty.

- 4.2. Any labor organization wishing to represent employees employed in the City's Police Department in non-managerial, non-confidential positions shall present to the Assistant City Manager cards containing the signatures of at least thirty percent (30%) of the employees in the unit, indicating that they wish to select the labor organization in question as their exclusive bargaining representative for the purpose of collective bargaining. Any labor organization wishing to represent employees employed in the City's Police Department also must provide a specific and detailed written description of the bargaining unit claimed to be appropriate for the purpose of exclusive representation by the petitioner. Such description shall include the general classifications of employees sought to be included and those sought to be excluded, including job titles to the extent known, and the approximate number of employees in the unit claimed to be appropriate.
- 4.3. The Assistant City Manager shall determine whether the proposed bargaining unit is appropriate. The proposed bargaining unit is appropriate if the employees within the proposed unit share a clear and identifiable community of interest among the employees concerned. In deciding whether employees have a sufficient community of interest to be included in a single unit, the following factors will be examined:
- (a) Similarity in scale or manner of determining earnings;
 - (b) Similarity in employment benefits, hours of work and other terms and conditions of employment;
 - (c) Similarity in the kind of work performed;
 - (d) Similarity in the qualifications, skills and training of the employees;
 - (e) Frequency of contact or interchange among the employees;
 - (f) Geographic proximity;
 - (g) Continuity or integration of production processes;
 - (h) Common supervision and determination of labor-relations policy;
 - (i) Relationship to the administrative organization of the employer;
 - (j) History of collective bargaining;
 - (k) Extent of union organization.

The adequacy of the showing of interest shall be determined administratively by the Assistant City Manager. The showing of interest determination is not subject to review or litigation; however, any person who has evidence that the showing of interest was obtained improperly, such as through fraud or coercion, may bring the evidence to the attention of the Assistant City Manager conducting the determination.

If the Assistant City Manager determines the evidence submitted does not demonstrate the appropriate level of the showing of interest, the petitioner shall have forty-eight (48) hours to provide the necessary showing of interest. If petitioner fails to present any necessary additional evidence of a showing of interest within that time, then the petition shall be dismissed, and such dismissal shall serve to bar petitioner from filing any subsequent petition seeking to represent employees in the petitioned for unit or a similar unit for twelve months.

If the Assistant City Manager determines that there is reasonable cause to believe that there are unresolved issues relating to the question concerning representation of City employees, the Assistant City Manager shall set the matter for hearing before the City Council, which shall consider the appropriateness of the requested unit and on behalf of the City take one of the below actions:

1. Agree to the unit; or
2. Send the description back to the labor organization for further specificity, or
3. Reject the unit as being inappropriate with specific, written reasons for rejection.

All parties shall be given a minimum of fourteen (14) days' notice of the hearing.

The decision of the City Council with respect to the appropriateness of the bargaining unit shall be final and binding.

- 4.4. Once the evidence submitted meets the appropriate level of a showing of interest, and upon the Assistant City Manager's validation of the signatures on the cards to confirm that at least thirty percent of the employees in the bargaining unit have signed cards, the Assistant City Manager shall order that an election be conducted to determine whether employees in the petitioned for unit desire exclusive representation by the petitioning labor organization for purposes of collective bargaining. The Assistant City Manager shall consult with the Chief of Police and the representative of the labor organization that has presented the cards, and together they shall select a mutually agreeable date and location for a secret ballot election to take place. If a location and date cannot be determined by mutual agreement, the City Manager shall decide the location and date within 90 days of the Assistant City Manager's determining of appropriate showing of interest.
- 4.5. Once an election date has been set, the Assistant City Manager shall issue a notice informing all eligible voters of the date, time and place of the election. Such notice shall be distributed to all employees and shall be posted within the Department.
- 4.6. From the time the election notice is first posted until the date of the election, all employees of the City shall have the right to freely express their opinions about whether or not the labor organization should be selected as the exclusive bargaining representative of the employees in the bargaining unit. However, no employee of the City and no representative of the labor organization shall attempt to threaten, intimidate, coerce or

otherwise restrain any eligible voter in the free exercise of his or her individual choice to support or oppose the selection of the labor organization in question as the exclusive bargaining representative of the employees in the bargaining unit.

- 4.7. The election shall be conducted by an agreed upon neutral third party through secret ballot, using such procedures as he or she determines are appropriate for ensuring the privacy and security of each employee's vote. Once the poll is closed, the neutral third party shall oversee the counting of the ballots. One representative of the Police Department management team and one representative of the labor organization shall have the right to be present during the voting and during the counting of the ballots. The observers may challenge an employee's eligibility to vote, in which case the challenged ballot shall be placed inside a sealed envelope with the name of the voter plainly written on the outside. Challenged ballots will not be considered unless they might affect the result of the election.

- 4.7.1 The ballots shall read "Do you wish to select [labor organization] as the Exclusive Bargaining Representative for [description of bargaining unit] employed within the City of Belton Police Department?" The ballot will include check boxes for marking "yes" or "no" in response to this question.

- 4.7.2 In the event that more than one labor organization seeks to represent employees in the unit, and in the event multiple labor organizations have obtained signatures from at least thirty percent (30%) of the employees in the unit stating that they wish to designate the labor organization as their Exclusive Bargaining Representative, then the ballot shall read "Do you wish to select [labor organization A], [labor organization B], [labor organization C, if applicable], or no labor organization as the Exclusive Bargaining Representative for [description of bargaining unit] employed within the City of Belton Police Department?" The ballot will then include check boxes for marking "I wish to select [labor organization A] as my Exclusive Bargaining Representative," "I wish to select [labor organization B] as my Exclusive Bargaining Representative," "I wish to select [labor organization C] as my Exclusive Bargaining Representative" (if applicable), and "I do not wish to select any labor organization as my Exclusive Bargaining Representative."

- 4.7.3 Any labor organization receiving more than fifty percent (50%) of the votes of all voters shall be designated and recognized by the City as the Exclusive Bargaining Representative for all employees in the bargaining unit.

- 4.8. No more than one election shall take place in any bargaining unit within the same twelve-month period. Once an election takes place, the Assistant City Manager shall not accept cards from labor organizations or employees within the bargaining unit seeking another election for one full calendar year after the date of the election.

- 4.9. Employees within the bargaining unit shall have the right to seek to decertify the labor organization as their Exclusive Bargaining Representative at any time. If any employee within the bargaining unit presents to the Assistant City Manager cards bearing the

signatures of at least thirty percent of the employees within the bargaining unit stating those employees no longer wish to be represented by the labor organization in question, the Assistant City Manager shall first validate the signatures on the cards.

4.9.1 If the Assistant City Manager confirms that at least thirty percent of the employees in the bargaining unit have signed decertification cards, the Assistant City Manager shall consult with the Chief of Police and the designated representative of the labor organization to select a date for a decertification election. Such election shall take place at least four weeks after the Assistant City Manager receives the decertification cards, and no later than six weeks after the Assistant City Manager receives the decertification cards. Notice of such election shall be distributed to all employees within the bargaining unit and posted within the Police Department.

4.9.2 Unless a majority of the votes cast in the election are in favor of union representation, the labor organization will be decertified and shall immediately cease to represent the employees in the bargaining unit.

4.9.3 In the event of decertification of the Exclusive Bargaining Representative of the employees in any bargaining unit within the Police Department, all terms and conditions of employment existing at the time of decertification shall remain in place until such time as those terms or conditions of employment are altered by the City Council.

ARTICLE 5 - COLLECTIVE BARGAINING PROCESS

- 5.1. Within four weeks after a labor organization is certified as the exclusive bargaining representative for the employees in a bargaining unit as set out above, representatives of the City, designated by the City Manager or his or her designee, and representatives of the labor organization, selected by the labor organization, shall meet and begin bargaining for an agreement covering the wages, benefits, and other terms and conditions of employment for the employees within the bargaining unit.
- 5.2. Both sides shall bargain in good faith, and make an earnest effort to reach a mutually acceptable agreement, but neither side shall be required to offer any particular concession or withdraw any particular proposal.
- 5.3. If the parties reach an agreement, management shall present the agreement to the City Council for approval or rejection. The Council may approve the entire agreement or any part(s) thereof. If the Council rejects any portion of the agreement, the Council may return the rejected portion(s) of the agreement to the parties for further bargaining, or the Council may adopt a replacement provision of its own design, or the Council may state that no provision covering the topic in question shall be adopted.
- 5.4. After the first agreement between the City and the labor organization is adopted, bargaining for renewal agreements shall take place annually. Such bargaining must be completed to allow sufficient time for submission and approval of a City budget by the Council. The parties may elect to bargain non-economic terms for longer periods (e.g.

three years or five years), but all economic provisions of the agreement shall be adopted on a year-to-year basis only.

ARTICLE 6 - CONTENT OF LABOR AGREEMENTS

- 6.1. Labor agreements negotiated between the parties may cover wages, benefits, and all other terms and conditions of employment for employees within the bargaining unit, subject to the charter and ordinances of the City of Belton.

ARTICLE 7 - VALIDITY AND ENFORCEMENT

- 7.1. If the State of Missouri passes any law governing collective bargaining for police, then to the extent any of the Provisions as established herein are inconsistent with the Missouri statute, the inconsistent portions of the Provisions shall be superseded in whole or in part by such statute.
- 7.2. If any court of competent jurisdiction shall declare any of the Provisions established herein to be unenforceable under any state or federal statute, regulation, or other authority, the unenforceable portion of the Provisions shall be removed, but all other portions of the Provisions contained herein shall remain in effect.

SECTION VI
B

APPROVING THE PETITION TO ESTABLISH THE GRAND HILL COMMUNITY IMPROVEMENT DISTRICT; ESTABLISHING THE GRAND HILL COMMUNITY IMPROVEMENT DISTRICT, GENERALLY LOCATED EAST OF THE SOUTH OUTER ROAD OF INTERSTATE 49 ALONG GRAND STREET AND HILL STREET, ALL IN THE CITY OF BELTON, MISSOURI; AND DIRECTING THE CITY CLERK TO REPORT THE CREATION OF THE DISTRICT TO THE MISSOURI DEPARTMENT OF ECONOMIC DEVELOPMENT.

WHEREAS, on July 28, 2015, a Petition for Establishment of Grand Hill Community Improvement District (the "Petition") was filed by more than 50% per capita of the owners of the District Land and District Land owners collectively owning more than fifty percent (50%) by assessed value of the District Land.

WHEREAS, pursuant to R.S.Mo. § 67.1421.3, the City Clerk timely reviewed the Petition and, upon consultation with the City's attorney, determined that the Petition substantially complies with the requirements of R.S.Mo. § 67.1421.2;

WHEREAS, pursuant to and in accordance with R.S.Mo. § 67.1431, notice of an October 13, 2015 public hearing to consider creation of the District was given as follows:

First and second publication notice of the public hearing was given by publication in a newspaper of general circulation within the City once a week for two consecutive weeks prior to the week of the public hearing, on October 2, 2015 and October 9, 2015;

Mailed notice of the public hearing was given not less than fifteen days prior to the public hearing on September 25, 2015, by sending the notice via certified United States mail with a return receipt attached to the address of record of each owner of record of real property within the boundaries of the proposed District;

WHEREAS, pursuant to and in accordance with R.S.Mo. § 67.2725, the City gave notice that the City Council would vote upon creation of the District conforming with all the requirements of R.S.Mo. § 610.020.1 at least four days before the public hearing and vote, exclusive of weekends and holidays when City Hall is closed;

WHEREAS, on October 13, 2015, after due notice, the City Council so constituted held a public hearing at which parties in interest, interested persons and citizens were afforded an opportunity to be heard;

WHEREAS, City Staff has met several times with Mr. David Panek, representing the property owners in the proposed District and his attorney, David Rauzi, since the public hearing and council discussion to clarify issues in the Petition and five year plan, assure a proper maintenance plan and connection of the proposed sewer system to the City's main, and discuss provisions of a cooperative agreement between the District and City; and

WHEREAS, an Amended Petition was submitted on December 17, 2015 with a revised Five Year Plan but without signatures of petitioners (at least 50% of property owners' signatures on amended petition to be presented at time of Council meeting); and

WHEREAS, Code Enforcement inspections have been conducted with response from every case on the weeds, debris and unlicensed vehicles and several responses on the 17 letters regarding building or structure maintenance issues; and

WHEREAS, after closing said hearing on October 13, 2015, and after due deliberation, the City Council finds that establishing the District and approving the Petition would encourage and stimulate growth and development in the District Area and further the objectives of the Act.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF BELTON, MISSOURI, as follows:

Section 1. That the **Amended** Petition to establish the District as a not-for-profit corporation in accordance with the Act, a copy of which is attached to this Ordinance as **Attachment A**, is hereby approved in its entirety.

Section 2. That the District is hereby established for the purposes set forth in the Petition, that the District shall have all the powers and authority authorized by the Petition, the Act, and by law, and shall continue to exist and function for the term described in the **Amended** Petition following the effective date of this Ordinance.

Section 3. That the District shall annually submit its proposed budget, report and copies of written resolutions passed by the District's board to the City pursuant to R.S.Mo. § 67.1471.

Section 4. That upon the effective date of this Ordinance, the City Clerk is hereby directed to report the creation of the District to the Missouri Department of Economic Development pursuant to R.S.Mo. § 67.1421.6, by sending a copy of this Ordinance to said Department.

Section 5. All terms used in this Ordinance not otherwise defined herein shall be construed as defined in the Act.

Section 6. That if any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

Section 7. That all ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.

Section 8. That this Ordinance shall be in full force and effect from and after the date of its passage and approval.

PUBLIC HEARING AND COUNCIL DISCUSSION:
FIRST READING PRESENTED BUT VOTE POSTPONED:
FIRST AND SECOND READING WITH PASSAGE:

October 13, 2015
October 13, 2015
December 22, 2015

Mayor Jeff Davis

Approved this ____ day of ____, 2015.

Mayor Jeff Davis

Approved as to form and legality

City Attorney

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, as a regular meeting of the City Council held on the _____ day of _____, 2015, after the second reading thereof by the following vote, to-wit:

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

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



RECEIVED

12/17/2015 MBM

**FIRST AMENDED
PETITION TO ESTABLISH
GRAND HILL COMMUNITY IMPROVEMENT DISTRICT**

BELTON, CASS COUNTY, MISSOURI

December 17, 2015

Attachment A

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**PETITION TO ESTABLISH THE
GRAND HILL COMMUNITY IMPROVEMENT DISTRICT**

This petition ("Petition") is submitted in accordance with Rev. Mo. Stat. § 67.1401, through § 67.1571, otherwise known as the Missouri Community Improvement District Act (the "Act"), by those persons and entities whose signatures appear below (the "Petitioners"). The Petitioners request that the City Council (the "City Council") of the City of Belton, Missouri, establish a community improvement district (the "District") in the City of Belton, Cass County, Missouri (the "City") in accordance with this Petition.

I. PETITIONERS

The Petitioners represent more than fifty percent (50%) per capita of all owners of the District Land and District Land owners collectively owning more than fifty percent (50%) by assessed value of the District Land.

II. OVERVIEW AND DESCRIPTION OF THE GRAND HILL COMMUNITY IMPROVEMENT DISTRICT PROJECT

The project is initiated as the result of a notice received from the Missouri Department of Natural Resources, informing the residents of the Grand Hill Addition that the sewage treatment plant servicing the property would no longer meet recently revised State of Missouri standards for effluent discharge, and that under the new standards, the existing plant could not be modified to meet the new standards. The effect of the new standards would result in the shutdown of the sewage treatment plant, and render the 19 residences existing in the addition uninhabitable and result in the loss of investment value of all property owners in the Grand Hill Addition.

The Grand Hill Community Improvement District Project will rectify the current deficiency in sanitary sewer service by installing a sewage collection reservoir and self-contained pumping station within the Grand Hill Addition property upon a common area of the addition. The pumping station will then connect via a 1 ¼" HDPE pipe to the existing City of Belton sewer line on 175th Street. The pipe will run northward along an existing water main right of way approximately 2,100 feet to the connection with the City system. The planned improvements have been engineered to specifications that meet all existing construction regulations and State statutes. The costs of the planned improvements and future maintenance and repair will be completely funded through special assessments upon the subject real property in a *pro rata* proportion, as agreed by the owners of the Grand Hill Addition properties, as set forth in the Administrative Cost Detail contained herein.

III. DESCRIPTION OF THE DISTRICT

A. Legal Description

The District includes all of the real property (the "District Land") legally described in Exhibit A (the "District Legal Description") attached to this Petition.

B. Boundary Map

A map illustrating the general boundaries of the District is attached to this Petition as Exhibit B (the “District Boundary Map”).

C. Name of District

The name of the District shall be the Grand Hill Community Improvement District.

D. Notice to Petitioners

The signatures of Petitioners signing this Petition may not be withdrawn later than seven days after this Petition is filed with the City Clerk.

IV. FIVE YEAR PLAN

A. Purposes of the District

The District shall serve the following purposes (the “District Purposes”):

- (a) facilitating development of the water treatment facility that services the District (“Water Treatment Facility”) by providing, or causing to be provided, certain improvements and services (collectively, the “Eligible Services”) described in Paragraph B of this Article for the benefit of the District;
- (b) issuing obligations, (“Bonds”), or obtaining any other sort of financing allowed under the Act to finance: (1) the costs of the Eligible Services, (2) other costs incurred by the District to carry out the District Purposes, and (3) costs of financing, including but not limited to: (i) costs of issuance, (ii) capitalized interest, and (iii) debt service reserves;
- (c) coordinating with public and private entities to plan and implement the Eligible Services; and
- (d) imposing and collecting a special assessment, fees, and charges authorized pursuant to this Petition and the Act.

B. Improvements and Services

The Eligible Services shall include, but are not necessarily limited to, the following:

1. Updates and Improvements to Water Treatment Facility

The District may construct, reconstruct, install, repair, maintain, and equip (or cause such services to be undertaken) any updates and improvements necessary to bring the Water Treatment Facility into compliance with the

Missouri Clean Water Law (“MCWL”) including, but not limited to: connecting the wastewater flow from the District to the City of Belton’s central wastewater treatment and collection system, and any other useful, necessary or desired improvement authorized under the Act.

2. Administration and Operations

The District may provide and/or contract for managerial, engineering, legal, technical, clerical, accounting, financial consulting, and other assistance deemed necessary or desirable by the District to meet the District Purposes, including, but not necessarily limited to, the following:

- (a) financing the costs of creating and operating the District;
- (b) investigating and assessing future updates and improvements necessary for the Water Treatment Facility to remain compliant with the MCWL;
- (c) financing the costs of updating the Water Treatment Facility so that it remains compliant with the MCWL;
- (d) contracting for legal counsel on matters pertaining to the District and to the Water Treatment Facility;
- (e) imposing and collecting a special assessment and/or a charge and/or a fee as authorized pursuant to this Petition and the Act;
- (f) coordinating meetings and the dissemination of additional information necessary or desirable to meet the District Purposes.

3. Maintenance

The District may contract for and provide maintenance and cleaning services to the Water Treatment Facility, and to improve the efficiency of the Water Treatment Facility, to ensure the Water Treatment Facility remains compliant with the MCWL. Such services may include, but are not necessarily limited to:

- (a) contracting for legal services to provide annual review of the MCWL;
- (b) contracting for engineering and/or any other services necessary to provide annual review and assessment of the Water Treatment Facility to ensure compliance with the MCWL;
- (c) monitoring of City services, if any; and

- (d) providing, maintenance, and other services to the Water Treatment facility and surrounding property.

4. Additional Improvements and Services

The District shall be authorized to provide for any and all desired services and improvements, and shall have all rights needed to provide those desired services and improvements, up to and including any desired service and improvement right not specifically limited, or prevented, by this Petition or the Act.

C. Estimate of Revenues and Costs of Improvements and Services

The commencement of the Eligible Services and the levy and collection of the Special Assessment are anticipated to occur within the first year of the District's existence. The Five Year Plan's estimate of revenues from the collection of the Special Assessment, and estimated costs related to the provision of the Eligible Services are shown on Exhibit C attached to this Petition.

V. GOVERNANCE OF THE DISTRICT

A. Type of District

The District shall be a separate not-for-profit corporation named Grand Hill, LLC, and shall have all of the powers granted to and/or exercisable by a community improvement district according to the Act. The District shall comply with all state statutory requirements of a not-for-profit corporation including, but not limited to: (1) compliance with the requirements outlined in Rev. Mo. Stat. § 355.001, *et al.*; and (2) annual comprehensive financial audit, if required by lender.

B. Board of Directors

1. Number

The District shall initially be governed by a Board of Directors (the "Board") consisting of five (5) members. As the term of each initial director ("Initial Directors") expires, successor directors shall qualify and be appointed elected in accordance with Paragraph 5 of this Article.

2. Qualifications

The Initial Directors of the Board shall be comprised of those individuals listed in Paragraph 3 of this Article. Successor directors ("Successor Directors") shall be elected in accordance with Paragraph 5 of this Article. Each Initial Director and Successor Director shall meet the following requirements:

- (a) be at least 18 years of age;

- (b) be a Missouri resident, as long as required by the Missouri Constitution or by state statute;
- (c) be either an owner of real property (“Owner”) within the District, or such Owner’s representative, an owner of a business (“Operator”) operating within the District, or such Operator’s representative, or a registered voter, owning and occupying a residence within the District (“Resident”); and
- (d) except for the Initial Directors named in this Petition, be nominated by a Board Member according to the nominating procedures set out below.

3. Initial Directors

In accordance with the District’s articles or bylaws and by Rev. Mo. Stat. § 355.001, *et al*, the Initial Directors to serve on the Board, and their respective terms, will be:

<i>NAME</i>	TERM (in years)
<i>David Panek</i>	6
<i>Mary Beth Panek</i>	5
<i>Lucena E. Panek</i>	4
<i>David G. Panek</i>	4
<i>Tina M. Watters</i>	4

4. Terms

Each Initial Director named above shall serve for the term set forth opposite his/her name or until his/her successor is appointed in accordance with this Petition. Each Successor Director shall serve a four-year term or until his/her successor is appointed in accordance with this Petition. If, for any reason, a director is not able to serve his/her full term, the remaining directors shall elect an interim director to fill the vacancy of the unexpired term.

Notwithstanding anything to the contrary, any Initial Director’s or Successor Director’s (collectively, “Director”) failure to continually meet the qualification requirements set forth in Paragraph 2 of this Article, either in a Director’s individual capacity or in a Director’s representative capacity, shall constitute cause for the Board to take appropriate action to remove said Director.

5. Successor Directors

Successor Directors shall be nominated by a Board Member and elected by a majority vote of the Board. Such elections shall be subject to each and every qualification stated in this Petition.

6. Termination

Any Director may be removed for cause by a two-thirds affirmative vote of the Board. Written notice of the proposed removal shall be given to all Directors prior to action thereon.

7. Compensation

No Director shall receive compensation for performing their official duties as a member of the Board, except that the District may reimburse Directors for reasonable and actual expenses incurred in the performance of their official duties as may be permitted in the Act.

VI. ASSESSED VALUE

The total assessed value of all of the real property within the District is \$167,820.20

VII. LIFE OF DISTRICT

The life of the District shall be for a minimum of thirty (30) years following the effective date of the Ordinance establishing the District, after which, the District shall continue in perpetual existence unless and until terminated in accordance with the Act.

VIII. REAL PROPERTY TAXES AND BUSINESS LICENSE TAXES

The District will not levy a real property tax and is not authorized to levy a business license tax.

IX. SPECIAL ASSESSMENTS

The District may, by resolution of the Board, and in accordance with the Act, impose a District-wide special assessment not to exceed \$0.50 per square foot upon all real property owned in the District, excluding public right-of-way.

X. SALES TAX

The District is not authorized to levy a sales tax.

XI. LIMITATIONS ON BORROWING CAPACITY, REVENUE GENERATION AND DISTRICT POWERS

There shall be no limitations on the District's borrowing capacity, revenue generation, or powers; however, the District shall have no power to acquire property by eminent domain.

XII. REQUEST TO ESTABLISH DISTRICT

By execution and submission of this Petition, the Petitioners request that the City Council establish the District as set out in this Petition.

XIII. SEVERABILITY

If any provision of this Petition shall be held or determined to be invalid, inoperative or unenforceable as applied in any particular case, or in all cases, because it conflicts with any other provision or provisions of this Petition or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision contained in this Petition invalid, inoperative or unenforceable to any extent whatsoever.

EXHIBIT A

DISTRICT LEGAL DESCRIPTION

Lots 1 through 16, GRAND HILL ADDITION, in Belton, Cass County, Missouri, and all public or private streets that run appurtenant, inclusive of all public or private rights-of-way, identified in the plat attached hereto as Exhibit B.

In addition, the following public easements and right-of-way for a total of 1,808 feet are included within the District boundaries for purpose of connecting the new Water Treatment Facility to the City of Belton public sewer:

Tract A:

The South Twenty (20) feet of the North One Thousand and Eighty (1080.0) feet of the E 1/2 of the W 1/2 of the W 1/2 of Lot 2, of the NW 1/4 of Section 1, Township 46, Range 33 in the City of Belton, Cass County, Missouri.

Tract B:

The South Twenty (20) feet of the North One Thousand and Eighty (1080.0) feet of the E 1/2 of the W 1/2 of Lot 2, of the NW 1/4 of Section 1, Township 46, Range 33, in the City of Belton, Cass County, Missouri.

Tract C:

From the eastern termination of Tract B thence east 825 feet within the public right-of-way of 157th Street in the Sunset Hill Addition subdivision to the City of Belton public sewer connection.

EXHIBIT B DISTRICT BOUNDARY MAP

10667
 Wm. C. OF MISSOURI
 COUNTY OF CASS | Notary's Office
 I hereby certify that this instrument is a true and correct copy of the original as filed in my office on the 27th day of November, 1962.
 Wm. C. OF MISSOURI
 Notary Public
 My commission expires _____

GRAND HILL ADDITION BELTON, MO.

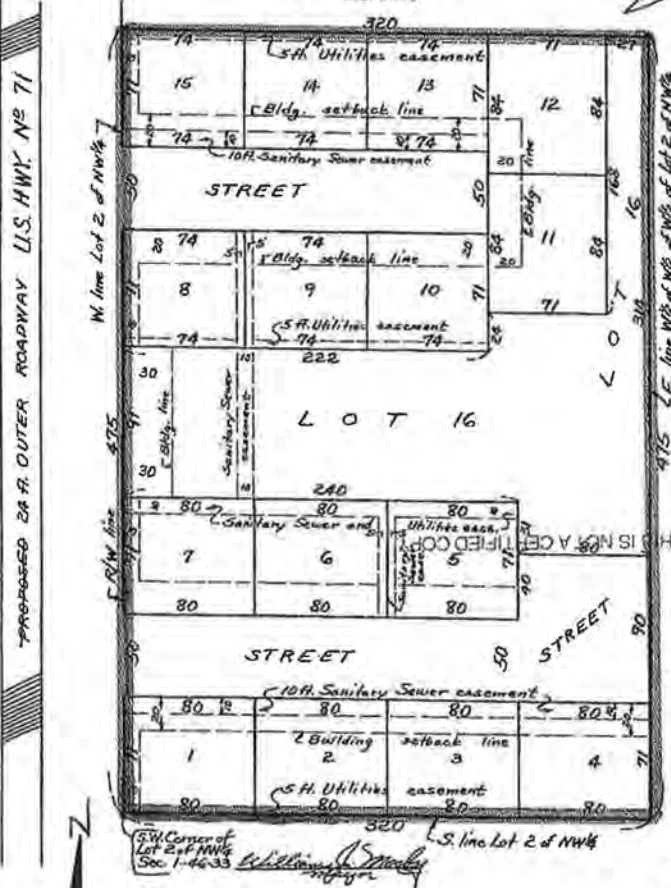
This is a subdivision of the South 475 feet of the West half of the West half of Lot 2 of the Northwest Quarter of Section 1, Township 46, Range 89, Belton, Cass County, Missouri.

The undersigned proprietor of the above described tract has caused the same to be subdivided in the manner as shown on the accompanying plat, which subdivision and plat shall hereafter be known as "GRAND HILL ADDITION"

All thoroughfares shown on this plat and not heretofore dedicated to public use are hereby so dedicated. An easement or license is hereby granted to Belton, Missouri to locate, construct and maintain or to authorize the location, construction and maintenance of conduits, water, gas and sewer lines, poles, wires and anchors and all or any of them upon those areas outlined on this plat and designated by the words "Utilities Easement".

In testimony whereof, GRAND HILLS DEVELOPMENT COMPANY, INC. has caused these presents to be signed by its President and attested by its Secretary this 27 day of NOVEMBER, A.D., 1962.

Attest:
 By Marie P. Peters Secretary
Logan J. Stoudt President
 GRAND HILLS DEVELOPMENT COMPANY, INC.



State of Missouri } ss.
 County of Cass }
 On this 27th day of November, A.D., 1962 before me, the undersigned Notary Public, personally appeared Logan Stoudt, to me known to be the person described in and who by me being duly sworn, did say that he is President of GRAND HILLS DEVELOPMENT COMPANY, INC., a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and the said Logan Stoudt acknowledged the execution of said instrument to be the free act and deed of said corporation.

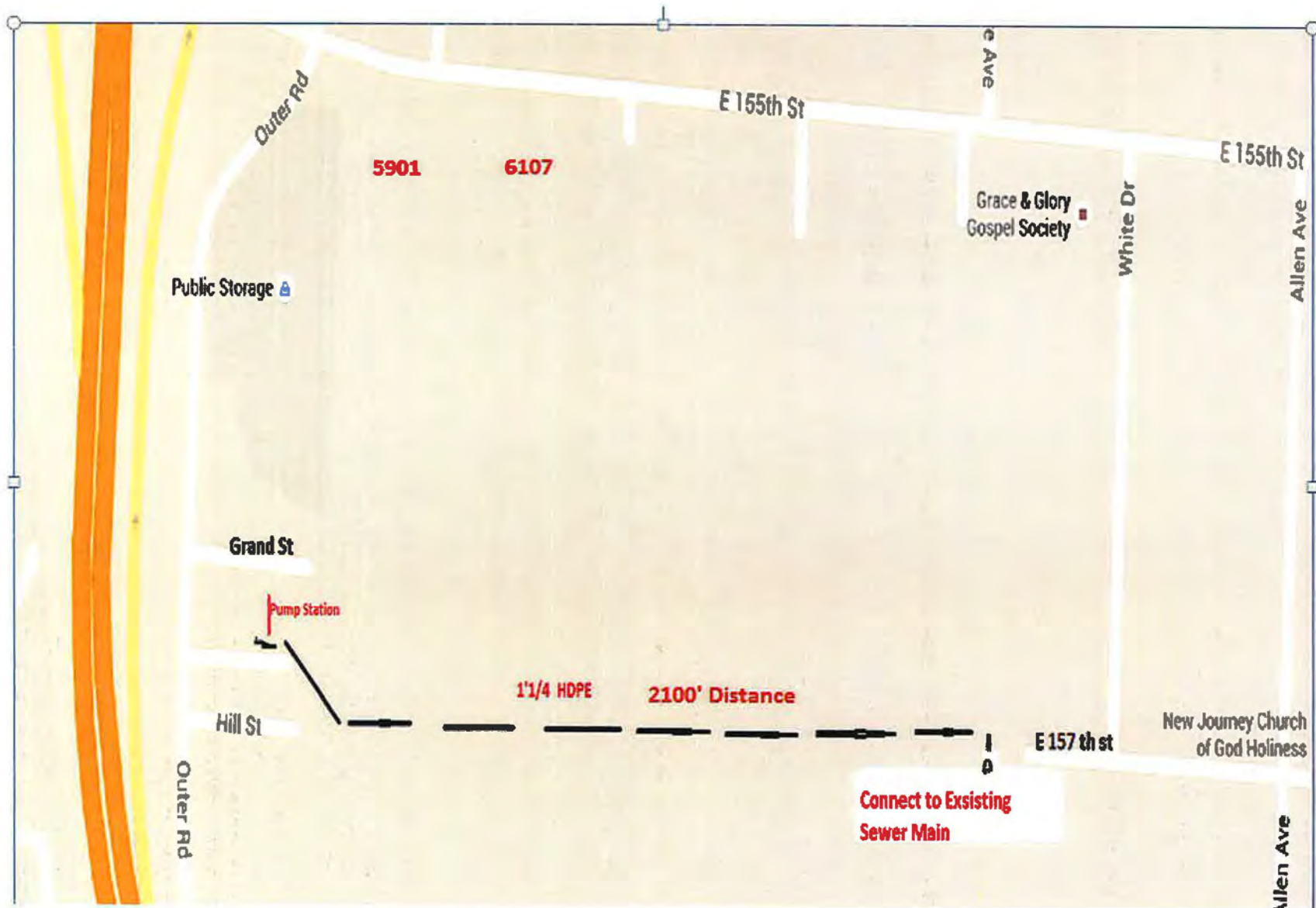
In testimony whereof I have hereunto set my hand and affixed my official seal at my office in Belton, Missouri, the day and year last above written.
James C. Park
 Notary Public in and for Cass County, Missouri
 My commission expires April 17, 1965

State of Missouri } ss.
 County of Cass }
 This certifies that the within plat of GRAND HILL ADDITION was submitted to and duly approved by the Mayor and Council of the City of Belton, Missouri, this 27th day of November, A.D., 1962 by Ordinance No. 62-114.

SURVEYED AND PLATTED BY
Harvey A. Jones Land Surveyor
 Independence, Mo.
 November 21, 1962.

By Robert J. Soudier City Clerk

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**EXHIBIT C
FIVE-YEAR PLAN
ESTIMATED COSTS OF IMPROVEMENTS AND SERVICES***

	Year 1 2016	Year 2 2017	Year 3 2018	Year 4 2019	Year 5 2020
I. Revenue					
A. Estimated Special Assessment Revenue	\$ 8391.01	\$ 8391.01	\$ 8391.01	\$ 8391.01	\$ 8391.01
II. Expenditures					
A. Updates and Improvements	\$ (125,000.)	\$ -	\$ -	\$ -	\$ -
B. Debt Service	\$(6486.96)	\$(6486.96)	\$(6486.96)	\$(6486.96)	\$(6486.96)
C. Administration	\$(1904.05)	\$(1904.05)	\$(1904.05)	\$(1904.05)	\$(1904.05)
	\$ -	\$ -	\$ -	\$ -	\$ -

Notes:

- I(A) A special assessment may only be levied upon receipt of a petition signed in accordance with the CID Act. By resolution, and in accordance with the CID Act, the Board may levy a special assessment rate lower than the ceiling rate set forth in the table above. Each special assessment due and owing shall constitute a perpetual lien against each tract, as outlined in Section 67.1521 of the CID Act. The Special Assessment estimate is calculated at \$0.05 per square foot.
- II(A) The Updates and Improvements allocation will be used to connect the wastewater flow from the District to the City of Belton's central wastewater treatment and collection system, which will require the construction of a connection pipe, and will be used to demolish the Water Treatment Facility.
- II(B) The District shall fund initial expenditures through debt capital. The District shall repay any debt over a term of 20 or more years using funds collected from the special assessment levied in accordance with the CID Act. The estimate for Debt Service was calculated using a 30-year term loan with the initial loan amount of \$125,000, and an interest rate of 3.2%.
- II(C) Administration funds will be utilized for the daily, monthly and yearly operations costs and of the District. Fee's are as follows; -\$600.00 for Yearly City Inspection/Maintenance, -\$300.00 Yearly Electricity Expense, -\$200.00 Yearly Insurance Expense. +\$804.05 Secured as Saving for future Maintenance.

* To the extent the actual revenue and costs of improvements and services are in variance of with this five-year plan, the District's budget will be modified by the Board on an annual basis.

Grand Hill Sewer Construction

Item No.	Unit	Quantity	Item Description:	Unit	Extension
1	LS	1	Pump Station Package	1	27,699.82
2	LS	1	Installation of pump station	1	10,000.00
3	EA	2100	Excavation and install of 1 1/4 HPED pipe	10	21,000.00
4	LS	1	Concrete for base of pump manhole	500	500.00
5	LS	1	Electrician work	350	350.00
6	LN	1	Attorneys Fee	35000	35,000.00
7	LS	1	Engineering Fee	8000	8,000.00
8	LS	1	3/4 Clean Gravel	1000	1,000.00
9	LS	1	Demo of existing pump house.	1200	1,200.00
10	LS	1	Install 6' Fence enclosure with a six gate	750	750.00
11	LS	1	Estimation of possible rock breakage	15000	15,000.00
					-
			TOTAL UNIT PRICES		\$120,499.82

Note: May be printed, for manual fill-in, or filled in on electronic excel spreadsheet version.

Grand Hill Sewer Project

Bidder: _____

Grand Hill Sewer Construction Bidders

Item No.	Item Description:	Contractor	
1	Pump Station Package	Haynes Equipment Co., Inc.	Written Proposal
2	Installation of pump station	B & D Excavations	Verbal waiting on CID
3	Excavation and install of 1 1/4 HPED pipe	Crystal Excavation	Written Proposal
4	Concrete for base of pump manhole	American Concrete	Market cost
5	Electrician work	Perkins Electric	Written Proposal
6	Attorneys Fee	Bill Moore/David Rauzi	Written Proposal
7	Engineering Fee	Dillion Engineering	Written Proposal
8	3/4 Clean Gravel	Not chosen	Market cost
9	Demo of existing pump house.	B & D Excavations	Verbal waiting on CID
10	Install 6' Fence enclosure with a six gate	Broski Fencing	Written Proposal
11	Estimation of possible rock breakage	B & D Excavations	Estimation

Note: May be printed, for manual fill-in, or filled in on electronic excel spreadsheet version.

**Signature Page for Petition to Establish the
Grand Hill Community Improvement District**

I request that the City Council of the City of Belton, Missouri establish the Grand Hill Community Improvement District according to the preceding Petition to Establish the Grand Hill Community Improvement District (the "Petition").

Owner Name Lucena E. Panek
Owner Address 12157 Charlotte St., Kansas City, MO, 64146
Owner's Telephone Number
Married / Single

Property Addresses

1. 301 Hill & 303 Hill, Belton, MO, 64012
2. 313 Hill & 315 Hill, Belton, MO 64012
3. 304 Hill & 304A Hill & 306 Hill, Belton, MO 64012
4. 300 Hill & 300A Hill & 302 Hill, Belton, MO 64012
5. No address assigned, Grand, Belton, MO 64012

Legal Descriptions

1. Grand Hill Lot 1
2. Grand Hill Lot 4
3. Grand Hill Lot 6
4. Grand Hill Lot 7
5. Grand Hill Lot 12

Parcel Numbers

1. 5-01-01-000-000-091.000
2. 5-01-01-000-000-088.000
3. 5-01-01-000-000-086.000
4. 5-01-01-000-000-085.000
5. 5-01-01-000-000-179.000

Assessed Values

1. \$10,640
2. \$10,780
3. \$16,770
4. \$16,770
5. \$380

By executing this signature page, the undersigned represents and warrants that he/she has received a copy of the Petition, has read the Petition, is authorized to execute this signature page on behalf of the owner of the properties named immediately above, and authorizes this signature page to be attached to the original of the Petition to be filed in the Office of the City of Belton, Missouri Clerk. The undersigned also acknowledges that his/her signature may not be withdrawn later than seven days after this Petition is filed with the clerk of the City.

Signature

Date

State of Missouri)
County of Cass) ss:

Before me personally appeared _____, to me personally known to be the individual(s) described in and who executed the preceding Petition on behalf of said company/owner and acknowledged to me that he or she executed the same for the purposes therein stated as the free act and deed of said company/owner.

Witness my hand and official seal this _____ day of _____, 2015.

Notary Public

My Commission Expires: _____

**Signature Page for Petition to Establish the
Grand Hill Community Improvement District**

I request that the City Council of the City of Belton, Missouri establish the Grand Hill Community Improvement District according to the preceding Petition to Establish the Grand Hill Community Improvement District (the "Petition").

Owner Name OH Properties LLC
Owner Address 1067 High Point, Lee's Summit, MO 64031
Owner's Telephone Number

Name of Signer
Signer's Legal Authority to Sign
Signer's Telephone Number
Signers Mailing Address
Type of Entity Missouri Limited Liability Company

Property Address
305 Hill, Belton, MO 64012

Legal Description
Grand Hill Lot 2

Parcel Number
5-01-01-000-000-090.000

Assessed Value
\$10,780

By executing this signature page, the undersigned represents and warrants that he/she has received a copy of the Petition, has read the Petition, is authorized to execute this signature page on behalf of the property owner named immediately above, and authorizes this signature page to be attached to the original of the Petition to be filed in the Office of the City of Belton, Missouri Clerk. The undersigned also acknowledges that his/her signature may not be withdrawn later than seven days after this Petition is filed with the clerk of the City.

Signature

Date

State of Missouri)
County of Cass) ss:

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Witness my hand and official seal this _____ day of _____, 2015.

Notary Public

My Commission Expires: _____

**Signature Page for Petition to Establish the
Grand Hill Community Improvement District**

I request that the City Council of the City of Belton, Missouri establish the Grand Hill Community Improvement District according to the preceding Petition to Establish the Grand Hill Community Improvement District (the "Petition").

Owner Names Bill & Barbara Hathaway
Owner Address 309 Hill, Belton, MO 64012
Owner's Telephone Number
Married / Single

Property Address
309 Hill, Belton, MO 64012

Legal Description
Grand Hill Lot 3

Parcel Number
5-01-01-000-000-089.000

Assessed Value
\$10,990

By executing this signature page, the undersigned represents and warrants that he/she has received a copy of the Petition, has read the Petition, is authorized to execute this signature page on behalf of the property owners named immediately above, and authorizes this signature page to be attached to the original of the Petition to be filed in the Office of the City of Belton, Missouri Clerk. The undersigned also acknowledges that his/her signature may not be withdrawn later than seven days after this Petition is filed with the clerk of the City.

Signature

Date

Signature

Date

State of Missouri)
County of Cass) ss:

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Witness my hand and official seal this _____ day of _____, 2015.

Notary Public

My Commission Expires: _____

**Signature Page for Petition to Establish the
Grand Hill Community Improvement District**

I request that the City Council of the City of Belton, Missouri establish the Grand Hill Community Improvement District according to the preceding Petition to Establish the Grand Hill Community Improvement District (the "Petition").

Owner Name Dream, Six, LLC
Owner Address 9304 Valley Garden Dr., Kansas City, MO 64139
Owner's Telephone Number

Name of Signer
Signer's Legal Authority to Sign
Signer's Telephone Number
Signers Mailing Address
Type of Entity Missouri Limited Liability Company

Property Address
308 Hill & 308A Hill & 310 Hill, Belton, MO 64012

Legal Description
Grand Hill Lot 5

Parcel Number
5-01-01-000-000-087.000

Assessed Value
\$16,790

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State of Missouri)
County of Cass) ss:

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Witness my hand and official seal this _____ day of _____, 2015.

Notary Public

My Commission Expires: _____

**Signature Page for Petition to Establish the
Grand Hill Community Improvement District**

I request that the City Council of the City of Belton, Missouri establish the Grand Hill Community Improvement District according to the preceding Petition to Establish the Grand Hill Community Improvement District (the "Petition").

Owner Name James G. Panek
Owner Address 1602 Tyler Dr., Raymore, MO 64083
Owner's Telephone Number
Married / Single

Property Addresses

1. 301 Grand & 303 Grand, Belton, MO 64012
2. No address assigned, Grand, Belton, MO 64012

Legal Descriptions

1. Grand Hill Lot 8
2. Grand Hill Lot 11

Parcel Numbers

1. 5-01-01-000-000-083.000
2. 5-01-01-000-000-080.000

Assessed Values

1. \$13,070
2. \$420

By executing this signature page, the undersigned represents and warrants that he/she has received a copy of the Petition, has read the Petition, is authorized to execute this signature page on behalf of the owner of the properties named immediately above, and authorizes this signature page to be attached to the original of the Petition to be filed in the Office of the City of Belton, Missouri Clerk. The undersigned also acknowledges that his/her signature may not be withdrawn later than seven days after this Petition is filed with the clerk of the City.

Signature

Date

State of Missouri)
County of Cass) ss:

Before me personally appeared _____, to me personally known to be the individual(s) described in and who executed the preceding Petition on behalf of said company/owner and acknowledged to me that he or she executed the same for the purposes therein stated as the free act and deed of said company/owner.

Witness my hand and official seal this _____ day of _____, 2015.

Notary Public

My Commission Expires: _____

**Signature Page for Petition to Establish the
Grand Hill Community Improvement District**

I request that the City Council of the City of Belton, Missouri establish the Grand Hill Community Improvement District according to the preceding Petition to Establish the Grand Hill Community Improvement District (the "Petition").

Owner Names Paul & Martha J. Westbrook
Owner Address 721 Derby, Raymore, MO 64083
Owner's Telephone Number
Married / Single

Property Address
305 Grand & 307 Grand, Belton, MO 64012

Legal Description
Grand Hill Lot 9

Parcel Number
5-01-01-000-000-082.000

Assessed Value
\$11,450

By executing this signature page, the undersigned represents and warrants that he/she has received a copy of the Petition, has read the Petition, is authorized to execute this signature page on behalf of the property owners named immediately above, and authorizes this signature page to be attached to the original of the Petition to be filed in the Office of the City of Belton, Missouri Clerk. The undersigned also acknowledges that his/her signature may not be withdrawn later than seven days after this Petition is filed with the clerk of the City.

Signature

Date

Signature

Date

State of Missouri)
County of Cass) ss:

Before me personally appeared _____ and _____, to me personally known to be the individual(s) described in and who executed the preceding Petition on behalf of said company/owners and acknowledged to me that he/she/they executed the same for the purposes therein stated as the free act and deed of said company/owners.

Witness my hand and official seal this _____ day of _____, 2015.

Notary Public

My Commission Expires: _____

**Signature Page for Petition to Establish the
Grand Hill Community Improvement District**

I request that the City Council of the City of Belton, Missouri establish the Grand Hill Community Improvement District according to the preceding Petition to Establish the Grand Hill Community Improvement District (the "Petition").

Owner Names Jeff D. & Whitney M. Sherman
Owner Address 309 Grand, Belton, MO 64012
Owner's Telephone Number
Married / Single

Property Address
309 Grand, Belton, MO 64012

Legal Description
Grand Hill Lot 10

Parcel Number
5-01-01-000-000-081.000

Assessed Value
\$14,760

By executing this signature page, the undersigned represents and warrants that he/she has received a copy of the Petition, has read the Petition, is authorized to execute this signature page on behalf of the property owners named immediately above, and authorizes this signature page to be attached to the original of the Petition to be filed in the Office of the City of Belton, Missouri Clerk. The undersigned also acknowledges that his/her signature may not be withdrawn later than seven days after this Petition is filed with the clerk of the City.

Signature

Date

Signature

Date

State of Missouri)
County of Cass) ss:

Before me personally appeared _____ and _____, to me personally known to be the individual(s) described in and who executed the preceding Petition on behalf of said company/owners

and acknowledged to me that he/she/they executed the same for the purposes therein stated as the free act and deed of said company/owners.

Witness my hand and official seal this _____ day of _____, 2015.

Notary Public

My Commission Expires: _____

**Signature Page for Petition to Establish the
Grand Hill Community Improvement District**

I request that the City Council of the City of Belton, Missouri establish the Grand Hill Community Improvement District according to the preceding Petition to Establish the Grand Hill Community Improvement District (the "Petition").

Owner Name Tina M. Watters
Owner Address 304 Grand & 306 Grand, Belton, MO 64012
Owner's Telephone Number
Married / Single

Property Address
304 Grand & 306 Grand, Belton, MO 64012

Legal Description
Grand Hill Lot 14

Parcel Number
5-01-01-000-000-077.000

Assessed Value
\$11,210

By executing this signature page, the undersigned represents and warrants that he/she has received a copy of the Petition, has read the Petition, is authorized to execute this signature page on behalf of the property owner named immediately above, and authorizes this signature page to be attached to the original of the Petition to be filed in the Office of the City of Belton, Missouri Clerk. The undersigned also acknowledges that his/her signature may not be withdrawn later than seven days after this Petition is filed with the clerk of the City.

Signature

Date

Signature (Spouse's signature if married)

Date

State of Missouri)
County of Cass) ss:

Before me personally appeared _____, to me personally known to be the individual(s) described in and who executed the preceding Petition on behalf of said company/owner and acknowledged to

me that he or she executed the same for the purposes therein stated as the free act and deed of said company/owner.

Witness my hand and official seal this _____ day of _____, 2015.

Notary Public

My Commission Expires: _____

**Signature Page for Petition to Establish the
Grand Hill Community Improvement District**

I request that the City Council of the City of Belton, Missouri establish the Grand Hill Community Improvement District according to the preceding Petition to Establish the Grand Hill Community Improvement District (the "Petition").

Owner Name Tracy Moore
Owner Address 300 Grand & 302 Grand, Belton, MO 64012
Owner's Telephone Number
Married / Single

Property Address
300 Grand & 302 Grand, Belton, MO 64012

Legal Description
Grand Hill Lot 15

Parcel Number
5-01-01-000-000-076.000

Assessed Value
\$10,820

By executing this signature page, the undersigned represents and warrants that he/she has received a copy of the Petition, has read the Petition, is authorized to execute this signature page on behalf of the property owner named immediately above, and authorizes this signature page to be attached to the original of the Petition to be filed in the Office of the City of Belton, Missouri Clerk. The undersigned also acknowledges that his/her signature may not be withdrawn later than seven days after this Petition is filed with the clerk of the City.

Signature

Date

Signature (Spouse's signature if married)

Date

State of Missouri)
County of Cass) ss:

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Witness my hand and official seal this _____ day of _____, 2015.

Notary Public

My Commission Expires: _____

**Signature Page for Petition to Establish the
Grand Hill Community Improvement District**

I request that the City Council of the City of Belton, Missouri establish the Grand Hill Community Improvement District according to the preceding Petition to Establish the Grand Hill Community Improvement District (the "Petition").

Owner Names David M. & Mary Beth Panek
Owner Address 9304 Valley Garden Dr., Kansas City, MO 64139
Owner's Telephone Number
Married / Single

Property Addresses

1. 308 Grand & 310 Grand, Belton, MO 64012
2. No address assigned, S. Outer Rd., Belton, MO 64012

Legal Descriptions

1. Grand Hill Lot 13
2. Grand Hill Lot 16

Parcel Numbers

1. 5-01-01-000-000-078.000
2. 5-01-01-000-000-084.000

Assessed Values

1. \$10,950
2. \$1,030

By executing this signature page, the undersigned represents and warrants that he/she has received a copy of the Petition, has read the Petition, is authorized to execute this signature page on behalf of the owners of the properties named immediately above, and authorizes this signature page to be attached to the original of the Petition to be filed in the Office of the City of Belton, Missouri Clerk. The undersigned also acknowledges that his/her signature may not be withdrawn later than seven days after this Petition is filed with the clerk of the City.

Signature

Date

Signature

Date

State of Missouri)
County of Cass) ss:

Before me personally appeared _____ and _____, to me personally known to be the individual(s) described in and who executed the preceding Petition on behalf of said company/owners and acknowledged to me that he/she/they executed the same for the purposes therein stated as the free act and deed of said company/owners.

Witness my hand and official seal this _____ day of _____, 2015.

Notary Public

My Commission Expires: _____

SECTION VI
C

AN ORDINANCE APPROVING THE RE-APPROPRIATION & REVISION OF THE FISCAL YEAR 2016 ADOPTED CITY BUDGET TO REFLECT THE SALARY IMPLICATIONS FOR ADDING ONE ASSISTANT FIRE MARSHAL POSITION AND DELETING ONE ASSISTANT FIRE CHIEF POSITION UNDER THE BELTON FIRE DEPARTMENT REORGANIZATION PLAN.

WHEREAS, as part of a year-long department and service assessment by the current Fire Chief, a reorganization plan is hereby presented for consideration herein attached and incorporated as Attachment "A" to this ordinance; and

WHEREAS, the budget implications of this reorganization on the current budget is a net increase of \$ 48,135. The addition of one Assistant Fire Marshal position and deletion of one Assistant Fire Chief Position.

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

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

DECREASE the balance by \$ 48,135 (whole dollars) of Expenditure line item, # 010-1000-4009000 , named Rainy Day.

DECREASE the balance by \$ 2,105 (whole dollars) of Expenditure line item, # 010-3600-400-1205 , named Health.

DECREASE the balance by \$ 200 (whole dollars) of Expenditure line item, # 010-3600-400-1210 , named Dental.

DECREASE the balance by \$ 45 (whole dollars) of Expenditure line item, # 010-3600-400-1220 , named Vision.

DECREASE the balance by \$ 65 (whole dollars) of Expenditure line item, # 010-3600-400-1215 , named Life Insurance.

DECREASE the balance by \$ 889 (whole dollars) of Expenditure line item, # 010-3600-400-1255 , named Workers Compensation.

INCREASE the balance by \$ 25 (whole dollars) of Expenditure line item, # 010-3600-400-1225 , named Disability Insurance.

INCREASE the balance by \$ 36,824 (whole dollars) of Expenditure line item, # 010-3600-400-1110 , named Salaries.

INCREASE the balance by \$ 500 (whole dollars) of Expenditure line item, # 010-3600-400-1130 , named Overtime.

INCREASE the balance by \$ 2,817 (whole dollars) of Expenditure line item, # 010-3600-400-1230 , named Social Security.

INCREASE the balance by \$ 5,273 (whole dollars) of Expenditure line item, # 010-3600-400-1235 , named Lagers Retirement.

INCREASE the balance by \$ 2,500 (whole dollars) of Expenditure line item, # 010-3600-400-4009 , named Clothing.

INCREASE the balance by \$ 3,500 (whole dollars) of Expenditure line item, # 010-3600-400-4055 , named Fire Prevention.

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

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

READ FOR THE FIRST TIME: December 8, 2015

READ FOR THE SECOND TIME: _____

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. _____ of the City of Belton, Missouri, at a regular meeting of the City Council held on the ____ day of _____, 2015, after the second reading thereof by the following vote, to-wit:

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

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



CITY OF BELTON
CITY COUNCIL INFORMATION FORM

DATE: December 3, 2015 AGENDA DATE: December 22, 2015

ASSIGNED STAFF: Norman K. Larkey Sr., Fire Chief

DEPARTMENT: Fire

Approvals

Engineer: [] Dept. Dir: [] Attorney: [] City Manager.: []

Table with 5 columns: Ordinance (checked), Resolution, Consent Item, Change Order, Motion, Agreement, Discussion, FYI/Update, Public Hearing, (checked)

ISSUE/REQUEST

Budget Amendment to hire an assistant fire marshal.

PROPOSED CITY COUNCIL MOTION

Approve the recommended budget amendment to hire an assistant fire marshal.

BACKGROUND: (including location, programs, department affected, and process issues)

With the increasing workload of the Fire Marshal's office there is a great need for an Assistant Fire Marshal. The building boom has arrived and the fire marshal is spread too thin to keep up with the anticipated pace.

The department (suppression companies) does around 700 routine fire safety inspections a year. Many of the violations found are not being addressed. There are around 2,000 violations a year and approximately 400 of them are major violations.

IMPACT/ANALYSIS:

The impact that hiring an assistant fire marshal will have is great; it will give much needed relief to the fire marshal's office. The new hire can step in immediately and go to work on items that are not being addressed fully.

- 1. They will start with the violations that are found on the yearly company inspections and get them caught up to date.
2. There is a need to start tracking the maintenance and service of the private water lines and fire hydrants in the city.
3. The department still has no one that can investigate fires for cause and determination that can testify in a court trial.

4. Improve the sprinkler system testing program to make sure that is 100% and working effectively.
5. The department has no active Juvenile Fire Setter Program. This will be a requirement with the new position.
6. The department has no Public Fire Safety Program. This is a PR program for fire safety that can be delivered to schools and citizens.

FINANCIAL IMPACT

Contractor:	
Amount of Request/Contract:	\$ 48,135
Amount Budgeted:	\$ 0
Funding Source:	General Fund/ Rainy Day Account
Additional Funds:	\$ 0.00
Funding Source:	N/A
Encumbered:	\$ 0.00
Funds Remaining:	\$ 0.00

TIMELINE:	START:	FINISH:
------------------	---------------	----------------

OTHER INFORMATION/UNIQUE CHARACTERISTICS:

The budget amendment provides \$42,135 for regular salary and benefits that will be needed for the balance of the fiscal year. It provides \$2,500 for uniforms and turnout gear that will be needed to outfit the assistant fire. It also provides \$3,500 for equipment to outfit the position and this includes equipment needed for fire investigations, inspections, office supplies and any other loose equipment that will be needed.

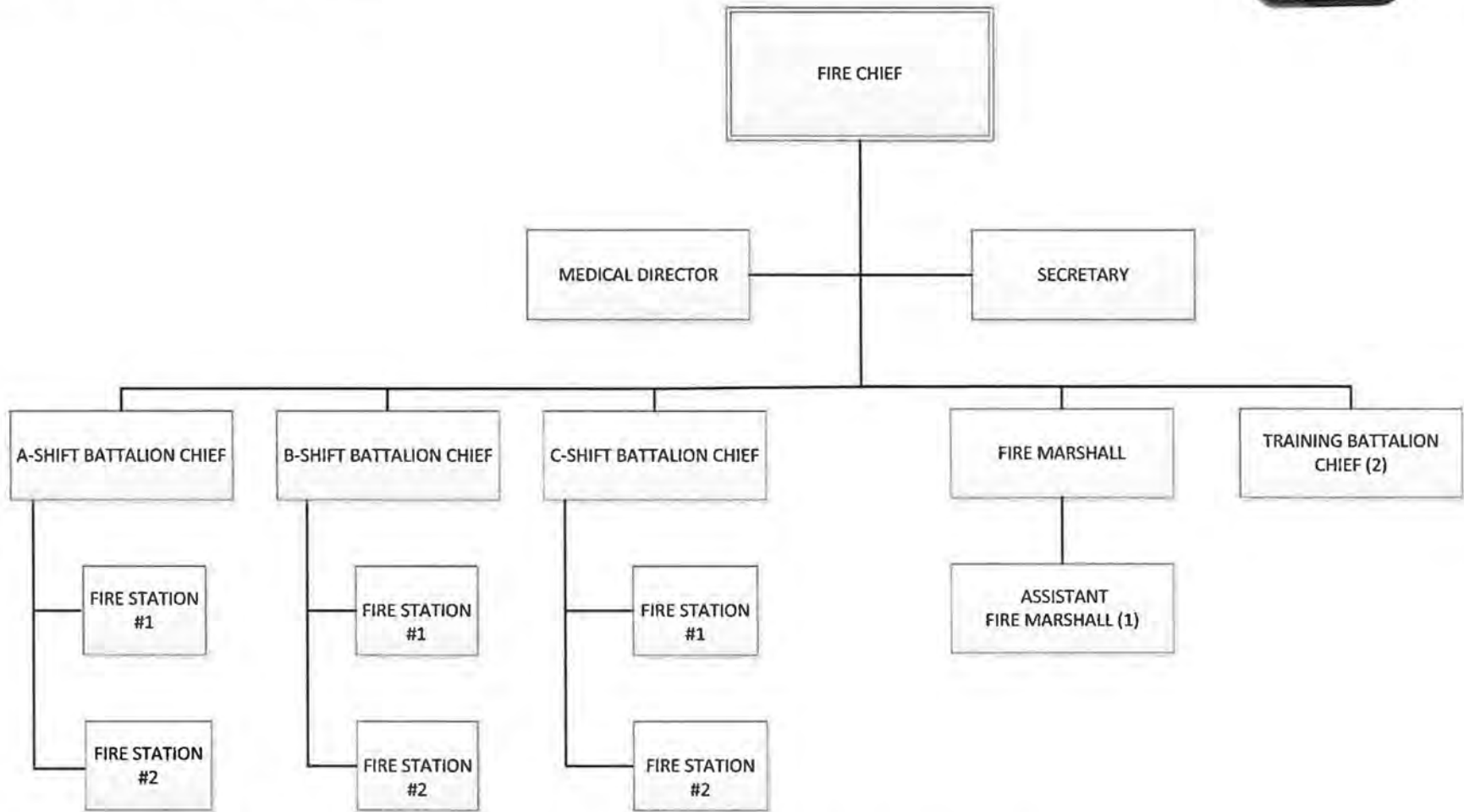
STAFF RECOMMENDATIONS:

Approve budget amendment for the hiring of an assistant fire marshal.

Action and Date:

LIST OF REFERENCE DOCUMENTS ATTACHED:

PROPOSED ORGANIZATIONAL CHART



(1) Eliminate Assistant Chief position and add Assistant Fire Marshall position with FY2016 Budget Amendment
(2) Add Training Battalion Chief, subject to FY2017 Budget Approval

SECTION VI
D

BILL NO. 2015-100

ORDINANCE NO.

AN ORDINANCE CALLING AN ELECTION AND SUBMITTING THE QUESTION TO THE VOTERS ON CONTINUED APPLICATION AND COLLECTION OF LOCAL SALES TAX ON THE TITLING OF MOTOR VEHICLES, TRAILERS, BOATS AND OUTBOARD MOTORS THAT ARE PURCHASED FROM A SOURCE OTHER THAN A LICENSED MISSOURI DEALER; AND AUTHORIZING THE CITY CLERK TO NOTIFY THE CASS COUNTY ELECTION OFFICIAL OF THE APPROVAL OF THIS ORDINANCE AND REQUEST PLACING UPON THE APRIL 5, 2016 ELECTION BALLOT IN THE CITY OF BELTON, MISSOURI.

WHEREAS, on January 31, 2012, the Missouri Supreme Court ruled in *Street vs. Director of Revenue* that only cities with a use tax could collect local sales tax on purchases of vehicles, trailers, boats and outboard motors from out-of-state vendors or persons; and

WHEREAS, purchases from Missouri vendors were still subject to the local sales tax; and

WHEREAS, the Missouri Department of Revenue estimates that approximately 20% of vehicle, trailer, boat and outboard motor sales by Missouri residents occur at out-of-state vendors or person-to-person sales; and

WHEREAS, in response to the *Street* decision and significant revenue impact to many municipalities, the Missouri legislature passed Senate Bill 182 to provide a mechanism to continue the local sales tax on this set of vehicle, trailer, boat and outboard motors sales, but requires cities without a local use tax to place the issue before the voters.

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

Section 1. The City Council finds it necessary and hereby declares its intent to submit to the voters the question of continuing a local sales tax.

Section 2. An election is hereby ordered to be held in the City of Belton, Missouri, on April 5, 2016, on the following question:

QUESTION

Shall the City of Belton, Missouri, continue applying and collecting its local sales tax on the titling of motor vehicles, trailers, boats, and outboard motors that are purchased from a source other than a licensed Missouri dealer?

Approval of this measure will allow the City of Belton, Missouri, to continue to receive local revenue to provide for vital services for the City of Belton, Missouri, and it will not place Missouri dealers of motor vehicles, outboard motors, boats, and trailers at a competitive disadvantage to non-Missouri dealers of motor vehicles, outboard motors, boats, and trailers.

YES
NO

INSTRUCTIONS TO VOTERS: If you are in favor of the question, place an "X" in the box opposite "YES." If you are opposed to the question, place an "X" in the box opposite "NO."

Section 3. The Notice of Election for said election, a copy of which is attached hereto as Attachment "A" and made a part hereof, is hereby approved.

Section 4. The City Clerk is hereby authorized and directed to notify the County Clerk of Cass County, Missouri, of the adoption of this Ordinance no later than 4:00 P.M. on January 26, 2016, and to include in said notification all of the terms and provisions required by Chapter 115 of the Revised Statutes of Missouri, as amended.

Section 5. This Ordinance shall be in full force and effect from and after its passage and approval.

READ FOR THE FIRST TIME: December 22, 2015

READ FOR THE SECOND TIME AND PASSED: _____

Mayor Jeff Davis

Approved this _____ day of _____, 2015.

Mayor Jeff Davis

ATTEST:

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

Approved as to form:

City Attorney

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

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

**NOTICE OF ELECTION
CITY OF BELTON, MISSOURI**

Notice is hereby given to the qualified voters of the City of Belton, Missouri, that the City Council has called an election to be held in the City on April 5, 2016, commencing at 6:00 A.M. and closing at 7:00 P.M., on the question contained in the following sample ballot:

**OFFICIAL BALLOT
ELECTION
CITY OF BELTON, MISSOURI**

APRIL 5, 2016

Shall the City of Belton, Missouri, continue applying and collecting its local sales tax on the titling of motor vehicles, trailers, boats, and outboard motors that are purchased from a source other than a licensed Missouri dealer?

Approval of this measure will allow the City of Belton, Missouri, to continue to receive local revenue to provide for vital services for the City of Belton, Missouri, and it will not place Missouri dealers of motor vehicles, outboard motors, boats, and trailers at a competitive disadvantage to non-Missouri dealers of motor vehicles, outboard motors, boats, and trailers.

YES
NO

INSTRUCTIONS TO VOTERS: If you are in favor of the question, place an "X" in the box opposite "YES." If you are opposed to the question, place an "X" in the box opposite "NO."

Said election shall be held at the following polling places:

- WARD NO. 1: Precinct 38 and Precinct 39- South Haven Baptist Church,
16800 Bel-Ray Blvd, Belton, MO.
- WARD NO. 2: Precinct 40 and Precinct 41- Belton Christian Church,
409 Airway Lane, Belton, MO.
- WARD NO. 3: Precinct 42 and Precinct 43- New Horizon Church of the Nazarene,
17200 Chestnut Drive, Belton, MO.
- WARD NO. 4: Precinct 44 and Precinct 45- Assembly of God Church,
613 E. North Avenue

That said election shall be held between the hours of six o'clock a.m. and seven o'clock p.m. All persons who are legal voters and have registered before 5:00 P.M. on the fourth Wednesday before the election is to be held will be entitled to vote at said election on the 5th day of April 2016.

Given under my hand and the Seal of the City of Belton this _____ day of January, 2016.

Patti Ledford
City Clerk of the City of Belton, Missouri

DATED: _____, 2016.

County Clerk of Cass County, Missouri

SECTION VI
E

BILL NO. 2015-101

ORDINANCE NO. 2015-

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH THE MISSOURI DEPARTMENT OF TRANSPORTATION (MODOT) TO INSTALL AND MAINTAIN PURPLE HEART SIGNS IN THE STATE RIGHT OF WAY.

WHEREAS, on March 24, 2015 the City of Belton was declared by proclamation to be a Purple Heart City honoring the service and sacrifice of our nation’s men and women in uniform, wounded, or killed by the enemy while serving to protect our freedom; and

WHEREAS, the Military Order of the Purple Heart provided the City with four (4) Purple Heart signs to be strategically placed throughout the City ; and

WHEREAS, Staff recommends placing the signs near Belton City limits located along 58 Highway and Interstate 49 on state right of way; and,

WHEREAS, MoDOT requires a TR42 Missouri Highways and Transportation Commission Agreement for Signing Installed and Maintained by Applicant to be executed by the City to place the Purple Heart signs on state right of way.

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

Section 1. That the TR42 Missouri Highways and Transportation Commission Agreement for Signing Install and Maintained by Applicant is hereby approved and the Mayor is authorized and directed to execute the agreement on behalf of the City. A copy of the agreement shall be attached and considered part of this ordinance.

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

READ FOR FIRST TIME: December 22, 2015

READ FOR SECOND TIME AND PASSED: _____

Mayor Jeff Davis

APPROVED this ____ day of _____, 2016.

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 _____, 2016, 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: December 22, 2015

DIVISION: Transportation

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:

Staff recommends placing the Purple Heart signs received by the Military Order of the Purple Heart near Belton City limits along 58 Highway and Interstate 49 on state right of way. MoDOT requires a TR42 Missouri Highways and Transportation Commission Agreement for Signing Installed and Maintained by Applicant to be executed by the City to place the Purple Heart signs on state right of way.

PROPOSED CITY COUNCIL MOTION:

Approved ordinance authorizing the executive of an agreement with MoDOT to install and maintain Purple Heart signs in the state right of way.

BACKGROUND:

On March 24, 2015 the City of Belton was declared by proclamation to be a Purple Heart City honoring the service and sacrifice of our nation's men and women in uniform, wounded, or killed by the enemy while serving to protect our freedom. The Military Order of the Purple Heart provided the City with four (4) Purple Heart signs to be strategically placed throughout the City.

IMPACT/ANALYSIS:

None

STAFF RECOMMENDATION, ACTION, AND DATE:

Approved ordinance authorizing the executive of an agreement with MoDOT to install and maintain Purple Heart signs in the state right of way.

LIST OF REFERENCE DOCUMENTS ATTACHED:

Ordinance
Proclamation
Agreement



PROCLAMATION

WHEREAS, the City of Belton, Missouri, and our community have a great admiration and the utmost gratitude for all the men and women who have selflessly served their country and this community in the Armed Forces; and

WHEREAS, veterans have paid the high price of freedom by leaving their families and communities and placing themselves in harm's way for the good of all; and

WHEREAS, the contributions and sacrifices of the men and women who served in the Armed Forces have been vital in maintaining the freedoms and way of life enjoyed by our citizens; and

WHEREAS, many men and women in uniform have given their lives while serving in the Armed Forces; and

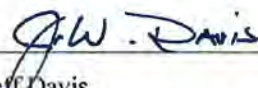
WHEREAS, citizens of our country have received the Purple Heart Medal as a result of being wounded while engaged in combat with an enemy force, construed as a singularly meritorious act of essential service; and

WHEREAS, the City of Belton seeks to remember and recognize those who are recipients of the Purple Heart Medal; and

NOW, THEREFORE, I, Jeff Davis, Mayor of the City of Belton, Missouri, do hereby declare the City of Belton to be a Purple Heart City honoring the service and sacrifice of our nation's men and women in uniform, wounded or killed by the enemy while serving to protect our freedoms.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Great Seal of the city of Belton in the State of Missouri this 24th day of March in the year of our Lord two thousand and fifteen.





Jeff Davis
Mayor
City of Belton, Missouri

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION AGREEMENT FOR SIGNING INSTALLED AND MAINTAINED BY APPLICANT

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission"), whose address is P.O. Box 270, 105 W. Capitol, Jefferson City, Missouri 65102, and **City of Belton** (hereinafter, "Applicant"), whose address is 506 Main St, Belton, MO 64012

WITNESSETH:

WHEREAS, Applicant requests approval from the Commission to install and maintain certain signs further described below in **Cass County, Missouri City of Belton** in the general vicinity of **I49 & MO 58 City Limits**; and

WHEREAS, the Commission is willing to approve the Applicant's request subject to the terms and conditions of this Agreement.

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

(1) LOCATION AND DISPLAY: The Applicant hereby requests that the Commission allow Applicant to construct, install and maintain the following sign(s):

- Blue Star Marker(s)
- Buckle-Up Signs(s)
 - Community Awareness Sign(s)
 - DARE Sign(s)
 - Drug Free School Zone Sign(s)
 - Tree City USA Sign(s)
 - Disaster Resistant Community Sign(s)
 - Storm Ready Community Sign(s)
 - Other Community Awareness Sign(s) approved by the Commission's State Traffic Engineer
 - Local Reference Signs
 - City Hall/County Courthouse Signs(s)
 - Police Station/Sheriff's Department Sign(s)
 - City/County Park Sign(s)
 - Library Sign(s)
 - Recycle Center Sign(s)
 - Compost Site Sign(s)
 - Other Local Reference Sign(s) approved by the Commission's State Traffic Engineer
- Bus Stop/Mass Transit Sign(s)
- Neighborhood Watch Sign(s)
- Noise Ordinance Sign(s)
- Other sign(s) approved by the Commission's State Traffic Engineer

Purple Heart

(A) The sign(s) design will follow the guidelines and regulations of the *Federal Manual on Uniform Traffic Control Devices (MUTCD)* and the Commission's *Signing Manual* for size, color and reflectorization. The sign(s) shall read as displayed in Exhibit A.

(B) The sign(s) will be generally located as illustrated in Exhibit B. The Commission will approve final location prior to installation.

(C) The signs will be displayed:

Year round

Seasonally

from _____ to _____

If the sign(s) is/are to be displayed seasonally, that the Applicant shall cover or remove the sign(s) during periods of non-use.

(2) INSTALLATION: The signs shall be installed on a post supplied by the applicant and shall not be attached to Commission's pole or traffic control devices. The post shall include a breakaway post assembly, in accordance with Commission requirements. The Applicant shall provide plans with the specific location details of the sign installation for approval by the Commission prior to installation. All costs associated with this installation shall be borne by the Applicant.

(3) TRAFFIC CONTROL: All work zone signs and traffic control devices to be used during installation and maintenance shall be in accordance and comply with the latest revision of the *Manual on Uniform Traffic Control Devices for Streets and Highways* or as directed by the District Engineer or his authorized representative

(4) PERMIT: Before beginning installation work, the Applicant shall secure a permit from the Commission's District Engineer for the installation of the proposed sign(s). The Applicant shall comply with any additional requirements placed on the issuance of the permit by the District Engineer. The Applicant may provide written authority to the Commission's District Engineer enabling its contractor to obtain the permit as an agent for the Applicant. If required, separate permit(s) for future maintenance will be issued.

(5) COSTS: If this request is approved, all costs associated with the construction, installation, maintenance, or relocation of the sign(s), including, but not limited to work zone signing and traffic control during construction will be borne entirely by the Applicant, with no cost incurred by the Commission. In the event the Commission incurs any costs in association with the performance of this Agreement, the Applicant shall reimburse the Commission for those costs.

(6) HIGHWAY SPECIFICATIONS: All work done pursuant to this Agreement shall be in accordance with applicable portions of the latest editions of the Missouri Highways and Transportation Commission's *Standard Specifications for Highway Construction* and the *Standard Plans for Highway Construction*. The Applicant shall provide a copy of its contractors certification of material used to the Commission.

(7) MAINTENANCE: Applicant shall maintain signs following the guidelines of the *Federal Manual on Uniform Traffic Control Devices (MUTCD)* and the Commission's *Missouri Signing Manual* for reflectivity, alignment, and placement. The Commission may request maintenance of the signs by the Applicant, at the Applicant's expense, and the Applicant shall promptly comply with the Commission's request for maintenance of the signs. Failure by the Applicant to complete requested maintenance within 14 calendar days from Commission's request shall be grounds for removal of all signs installed by the Applicant.

(8) MAINTENANCE BY APPLICANT WITHIN COMMISSION RIGHT OF WAY: In order to coordinate maintenance activities on the sign(s), the Applicant shall notify the Commission either by telephone, telefax, or in writing, prior to performing maintenance work within Commission right of way. Such notification shall be made to the Commission's District Engineer or a designated assistant, and shall include the location and nature of the work to be performed. Any maintenance activities done by the Applicant which involves closing one or more of the through lanes, affects the safety of the traveling public, or which will cause permanent changes to the configuration of the improvement, may require a permit from the Commission. The Applicant will be informed of whether or not a permit is required at the time the Applicant notifies Commission of the proposed maintenance activities. The Applicant shall comply with any additional condition placed upon the issuance of the permit.

(9) REMOVAL:

(A) If the Applicant fails to comply with the provisions stated herein regarding the maintenance responsibilities, the Commission may remove the sign(s).

(B) If the Commission, in its sole discretion, determines that the sign(s) is no longer justified, the Commission may remove the sign(s).

(C) If the Commission, in its sole discretion, determines that the sign(s) should be removed or eliminated as part of a highway or transportation project, the Commission may remove the sign(s).

(D) If the Commission, in its sole discretion, determines that the removal of the sign(s) from the Commission's right of way is in the best interests of the state highway system, the Commission may remove the sign(s).

(E) If the Commission removes the sign(s) in accordance with any provision of this Agreement, the Commission will not reimburse the Applicant for the cost or value of the sign(s).

(10) APPLICANT'S RESPONSIBILITIES: The Commission may request the Applicant modify the sign(s) when necessary to comply with changed standards that might be promulgated or adopted at the Applicant's cost and Commission may request the Applicant to relocate the signs to accommodate the need to install signs the Commission, in its sole discretion, deems more appropriate at the Applicant's cost. Should the Commission make either request, the Applicant shall comply with the Commission's request within 14 calendar days.

(11) APPLICANT'S REPRESENTATIVE: The Applicant's Project Manager is designated as the Applicant's representative for the purpose of administering the provisions of this Agreement. The Applicant's representative may designate by written notice other persons having the authority to act on behalf of the Applicant in furtherance of the performance of this Agreement. All Notices or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal or facsimile delivery, addressed as follows:

**David Frazier
Project Manager
City of Belton
506 Main St
Belton, MO 64012
Telefax No.: (816) 331-9455**

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

(13) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the Applicant shall defend, indemnify and hold harmless the Commission, 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 Applicant's wrongful or negligent performance of its obligations under this Agreement.

(B) The Applicant is required or will require any contractor procured by the Applicant to work under this Agreement:

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

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$500,000 per claimant and \$3,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

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

(14) NO INTEREST: By placing and maintaining signs on the Commission's right of way, the Applicant gains no property interest in Commission's right of way. The Commission shall not be obligated to keep the sign(s) in place if the Commission, in its sole discretion, determines removal or modification of the sign(s) is in the best interests of the state highway system or the Commission.

(15) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the Applicant.

(16) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

(17) ENTIRE AGREEMENT: This Agreement represents the entire understanding between the parties regarding this subject and supersedes all prior written or oral communications between the parties regarding this subject.

(18) ATTACHMENTS: The following Exhibits and other documents are attached to and made a part of this Agreement:

(A) Exhibit A: Sign Display Detail

(B) Exhibit B: Sign Location Layout

[Remainder of Page Intentionally Left Blank; Execution and Signature Page Follows]

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

Executed by the Applicant the ____ day of _____, 20____.

Executed by the Commission the ____ day of _____, 20____.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

APPLICANT

By _____

By _____

Title _____

Title _____

ATTEST:

ATTEST:

Secretary to the Commission

By _____

Title _____

Approved as to Form:

Commission Counsel

Copies: Applicant
 District
 Traffic Division
 Commission Secretary

EXHIBIT A
Sign Display Detail
Attach and Number Additional Sheets if Necessary


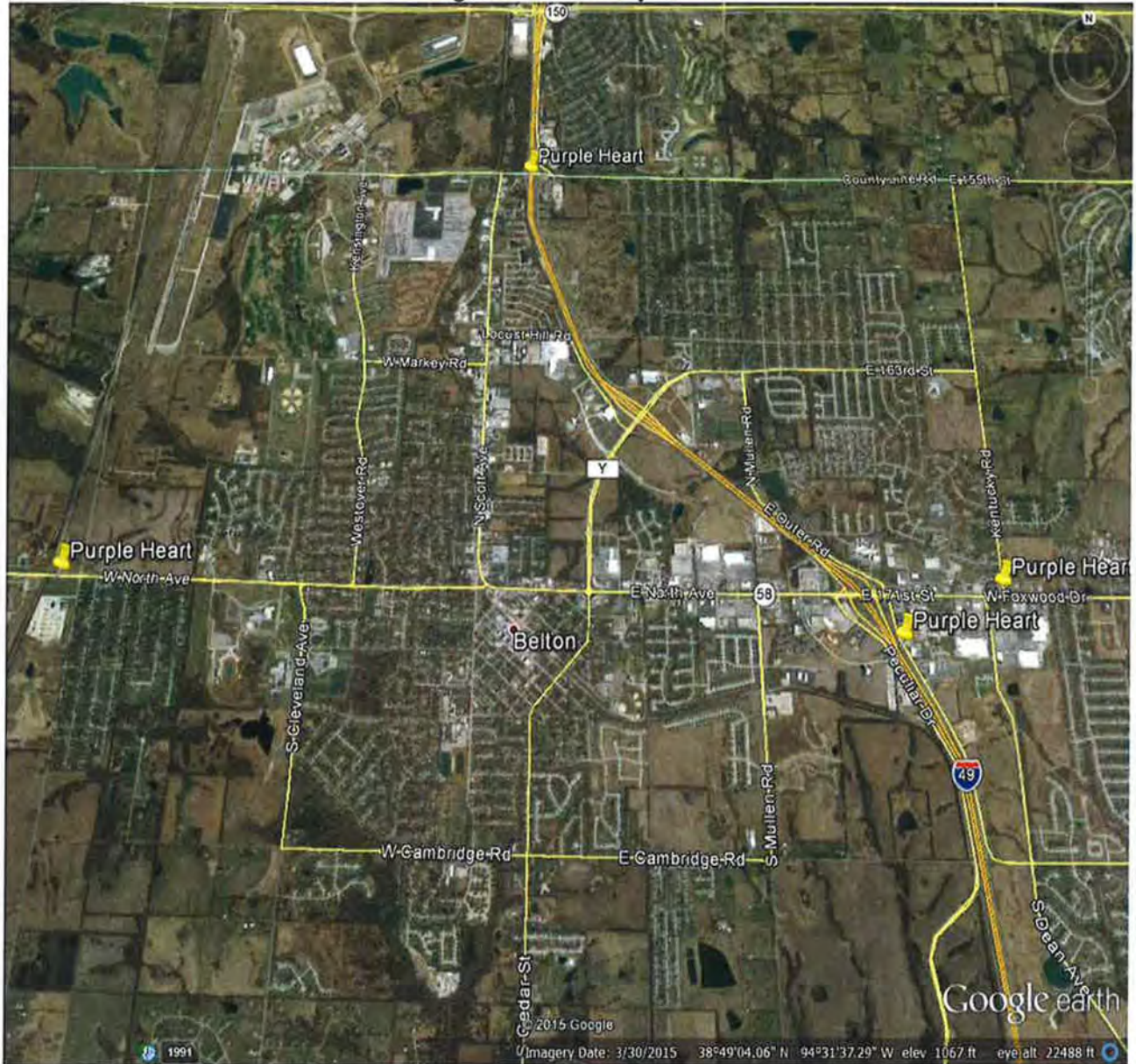
Sign No:	1	Size:	24" x 30"	Quantity:	4	Sign No:	2	Size:		Quantity:	
											
Sign No:	3	Size:		Quantity:		Sign No:	4	Size:		Quantity:	
Sign No:	5	Size:		Quantity:		Sign No:	6	Size:		Quantity:	

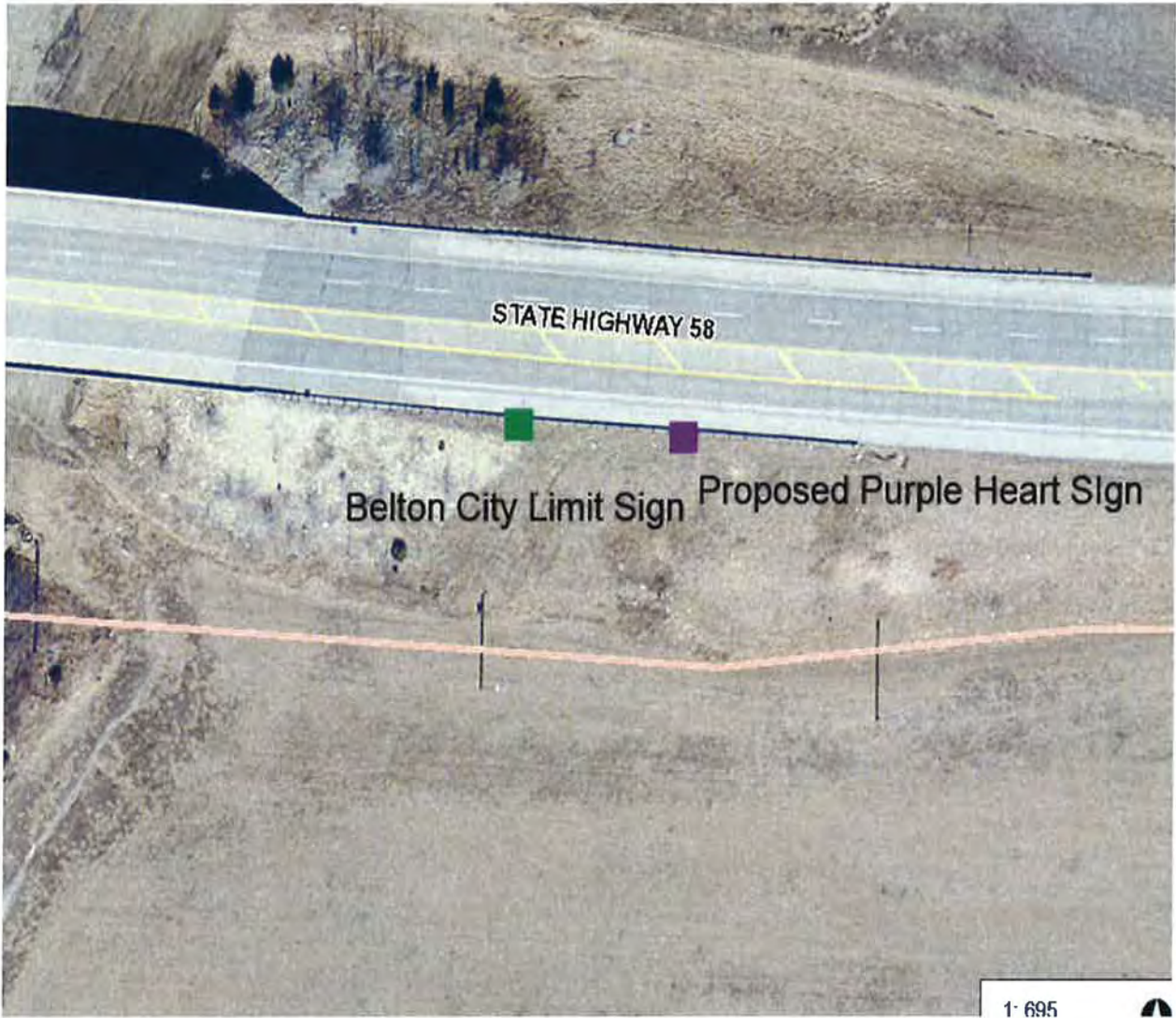
EXHIBIT B
Sign Location Layout











SECTION VI
F

BILL NO. 2015-102

ORDINANCE NO. 2015-

AN ORDINANCE AUTHORIZING THE CITY OF BELTON, MISSOURI THROUGH ITS POLICE DEPARTMENT TO RENEW A MAINTENANCE AND SUPPORT AGREEMENT WITH KENTON BROTHERS, INC. FOR THE BUILDING VIDEO SECURITY SYSTEM.

WHEREAS, the Belton Police Department purchased a new Security/Camera System in 2014 from Kenton Brothers, Inc. replacing an outdated system installed in 1988; and

WHEREAS, the Belton Police Department has entered into a maintenance and support agreement with Kenton Brothers in the past and found their services to be a reliable and quality resource; and,

WHEREAS, this renewal agreement has been negotiated and upgraded to meet City contract standards; and,

WHEREAS, the funding source for this agreement is the Belton Police Department's Maintenance Agreement fund for the amount of \$5,465.00. The funding is included in the current year's budget.

NOW, THEREFORE, BE IT ORDAINED BY THE CIT COUNCIL OF THE CITY OF BELTON, MISSOURI,

Section 1. That the City Council hereby authorizes and approves the Maintenance and Support Agreement for the Video Security System, herein attached and incorporated as Exhibit A to this ordinance, for the police/court building video system managed by the Police Department.

Section 2. That the Mayor is authorized to sign the agreement on behalf of the /City of Belton.

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

READ FOR THE FIRST TIME: December 22, 2015

READ FOR THE SECOND TIME: _____

Approved this _____ day of _____, 2016.

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 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 _____, 2016, after the second reading thereof by the following:

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: December 22, 2014
 ASSIGNED STAFF: James R. Person
 DEPARTMENT: Police

Approvals

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

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

ISSUE/REQUEST: To approve a renewal agreement for One (1) year for the building security/camera hardware maintenance agreement with Kenton Brothers

PROPOSED CITY COUNCIL MOTION: To approve a 1 year renewal maintenance agreement for the security/camera system with Kenton Brothers in the amount of \$5,465.00.

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

The agreement includes one year Security Camera equipment hardware maintenance in the amount of \$5,465.00. The amount is higher this year due to equipment being out of warranty and additional hours added to the contract. This contract will be in place for the hardware through December 13, 2016.

IMPACT / ANALYSIS:

Agreement will cover hardware maintenance and labor costs for the video system and cameras for the next year. Equipment maintenance is an annual line item.

FINANCIAL IMPACT

Contractor:	Kenton Brothers, Inc.
Amount of Request/Contract:	\$5,465.00
Amount Budgeted:	\$
Funding Source:	010-3800-400-2015 Maintenance Agreement
Additional Funds	\$
Funding Source	
Encumbered:	\$
Funds Remaining:	\$

TIMELINE	Start:	Finish:
OTHER INFORMATION/UNIQUE CHARACTERISTICS:		

STAFF RECOMMENDATION: Approve

OTHER BOARDS & COMMISSIONS ASSIGNED:

Date:

Action:

List of reference Documents Attached:

Memo from Lt. Norman Shriver

Kenton Brothers – Maintenance and Support Agreement

Kenton Brothers – Attachment A: System and Components

Kenton Brothers – Attachment B: System Preventative Maintenance Checklist



**Belton Police
Department**

Memo

To: Chief Person
From: Lt Norman Shriver
Date: 10-22-15
Re: Kenton Brothers Maintenance Agreement

It is past time to renew our maintenance agreement with Kenton Brothers for our security cameras. Attached is their agreement for the amount of \$5465.00. Money was budgeted in the current year's budget for this. The amount is higher than last year as more equipment is out of warranty and additionally hours were added to the contract. Last year, the department went over the allotted hours, however Kenton Brothers did not charge for those.

Attached is a copy of the agreement.

I would request this be placed on the next regularly scheduled council meeting for their approval.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Lt. Norman Shriver".

Lt. Norman Shriver



**Maintenance and Support Agreement for video security system
Renewal
12/14/2015-12/13/2016**

1. EQUIPMENT

Kenton Brothers Inc. (herein referred to as KB) agrees to provide the City of Belton, a municipal corporation (herein referred to as Customer) a Maintenance and Support Agreement (MSA) the equipment described in Schedule A in accordance with the terms and conditions of this agreement. The equipment that is subject to this agreement is located at the Belton Police Department (Belton PD).

2. TERM

The term of this agreement shall be for a period of 12 months from the date hereof. After the initial term, this agreement may be renewed for additional 12, 24, or 36 month terms. This agreement may be terminated at the end of a term by either party upon sixty (60) days written notice.

3. CHARGES

The charges during the initial term, for the equipment specified in Attachment A of this agreement will be \$5,465.00 for 1 year of maintenance support on the video system, excluding any applicable taxes. At the conclusion of the initial term (1 year) and thereafter on an annual basis, the yearly maintenance charge may be increased. If Customer makes any additions, modifications or deletions to the system, KB requests that customer communicate these changes to KB, as they may affect the maintenance plan. Any additional charges shall be at KB's published rates in effect at the time that they are furnished.

4. INVOICES AND PAYMENT

Customer shall make any payments due under this agreement within (30) days of the invoice date. All other hourly charges shall be invoiced following the work performed and due upon receipt. Interest shall accrue on any sum not paid when due at the maximum rate permissible by law.

5. THIRD PARTY EQUIPMENT INSPECTION AND REPAIR

Any equipment identified in Attachment A which is existing or was not provided by KB and is to be supported under this agreement, shall be subject to inspection by KB to determine if it is in good operating condition. Any repairs or adjustments deemed necessary by KB to bring the equipment up to good operating condition shall be communicated to Belton PD with advance notice to customer of issues and a cost proposal.

6. REMOTE SUPPORT OR MSA SERVICE CALLS

Requests for support or service calls shall be reported to: service@KentonBrothers.com. Should an onsite service call be required it will be performed either by KB staff or an approved local support partner between the hours of 8:00a.m. and 4:30p.m. CST, Monday through Friday, excluding nationally recognized holidays. Onsite service calls not otherwise included in this agreement, for systems covered by this MSA, will be delivered at the rates spelled out in Attachment A.

Included	Remote diagnosis and assessment of hardware, software, and recording devices at Company's site
Included	Telephone Support: System support with on call technicians is provided at no additional cost. Available Monday thru Friday 8am to 4:30pm. After hours and weekend support available through answering service 4:30pm to 10:00pm and 6:00am to 8:00am.
Included	Annual service calls to inspect and confirm the operation of equipment in Attachment A per the maintenance checklist. This service call will be scheduled at a mutually agreed upon time as determined by KB and Belton PD.
Included	KB may also periodically check the system through remote diagnostics to detect any component that is operating outside of established parameters.
Included	System-specific annual service checklists may be found in Attachment B
Included	Updating of firmware and software with appropriate revisions and patches if Company has valid SUP and SUSPs in place with manufacturers.
Included	Training: Kenton Brothers will provide system user and administrator training once a year per length of the contract at customer's request. Training is up to one-half day in length and is limited to 4 individuals.
Included	Labor for replacing failed or defective parts/hardware on server
Not Included	Repair or replacement of damaged parts resulting from catastrophe, accident, acts of God, neglect, misuse of equipment.
Not Included	Any system, operational malfunction or failure not attributable to the listed equipment.
Not Included	Services requested and provided outside of the period specified in subparagraph (b) above.
Not Included	Relocation or reinstallation of equipment.
Not Included	Any licenses or permits required by Federal, State, or Local entities.
Included	Manufacturer Software or Firmware upgrade program
Not Included	Electrical work external to the equipment or repair of damage or replacement of parts resulting from failure of electrical power or air conditioning.
Not included	Remote monitoring of security video
Not included	Remote monitoring of security video with live talk down for event prevention
Not included	Remote monitoring of intrusion alarm system
Not included	Proactive system health check
Not included I	Remote System Administration
Not included	Extended Warranties on Cameras

7. At Customer's request, KB may at its sole discretion, provide services not included in the annual maintenance service or beyond the period specified above at the published rates in effect at the time the labor and parts are furnished.
8. Title to all equipment and parts provided for repair or maintenance under this agreement shall pass to Customer upon completion of the repairs for which they were used. The Customer shall perform such routine maintenance such as keeping the equipment clean, secure and in a proper environment, upgrading software, assistance with online troubleshooting, but shall not attempt major maintenance or equipment repair.

9. SPACE AND FACILITIES/NETWORK ACCESS

Customer at their own expense shall provide KB with:

- (a) Ready access to the equipment at all reasonable times to be mutually agreed upon by KB and Belton PD.
- (b) Adequate work and storage space and utilities.
- (c) All electrical current, electrical current outlets, circuits and wiring required by the equipment; and be responsible for any ground loop or surge issues.
- (d) A clean operating environment at the installation site which does not exceed the rated temperature, humidity and operation specifications of the equipment.
- (e) Access to the network via the Internet to allow remote IT system support at mutually agreed upon times, including adequate bandwidth.

10. UNAUTHORIZED RELOCATIONS, MODIFICATIONS OR REPAIRS

KB requests that Customer shall not perform any repairs without communication and mutual agreement of KB and Belton PD and shall not relocate, reinstall or modify any of the equipment without this communication, so as to maintain the integrity of the installation and system functionality.

11. LIMITATION OF LIABILITY

Customer's exclusive remedy for breach of this agreement shall be limited to restoring the equipment covered by this agreement to good operation condition. KB shall have no liability for any delay in performing its obligations hereunder. IN NO EVENT SHALL KB BE LIABLE FOR CONSEQUENTIAL OR SPECIAL DAMAGES.

12. DEFAULT

Any of the following events constitutes a default of this agreement:

- (a) Failure to make any payment when due hereunder;
- (b) Failure of Customer to cure the breach of any other obligation with thirty (30) days after written demands; or
- (c) Insolvency of Customer or if Customer should become a party to any bankruptcy or receivership proceeding or make a general assignment for the benefit of creditors.

On Customer's default, KB at its sole option may exercise concurrently or separately any of the following remedies: (i) declare due and payable all charges due including de-installation charges, (ii) suspend performance, (iii) terminate this agreement, and (iv) pursue any other remedy by law or in equity.

13. TERMINATION

This agreement shall automatically terminate in the event that loss or irreparable damage or destruction occurs which renders the equipment permanently unfit for use.

14. INDEMNIFICATION

Subject to and without waiving customer's rights of sovereign immunity, each party shall to the fullest extent permitted by law defend and hold harmless one another, and their respective officers, shareholders, directors, employers, agents and affiliates (each an Indemnified party) from and against any and all damages, costs, liabilities, losses and expenses (including but not limited to, reasonable attorney's fees) resulting from any claim, suit, action, arbitration or proceeding brought or threatened by a third party against any Indemnified Party to the extent arising from or relating to: (a) the design, manufacture, installation or operation of any equipment or software or the performance/non-performance of any services pursuant to this agreement; (b) any breach or alleged breach by a party of any of its representations, warranties covenants or obligations hereunder or any actual or alleged act or failure to act by a party; or (c) any of the services provided pursuant to this agreement by a subcontractor or service partner of KB.

15. CONFIDENTIAL INFORMATION

Customer acknowledges that any equipment or maintenance aids or software provided by KB are proprietary to KB and have been developed as trade secrets at KB's expense. Customer agrees that it will hold and use the equipment and maintenance aids in the same manner as it deals with its own proprietary information and trade secrets and that Customer will not divulge any information regarding these items. It is acknowledged that legal remedies would be inadequate for any

violation of this paragraph, and KB may, in addition to any other remedies available to it, obtain injunctive relief enjoining any such violation.

16. ASSIGNMENT

Customer shall not sell or assign this agreement or any of the equipment provided herein without KB's prior written consent, which shall not be unreasonably withheld. Any attempt to assign any right or obligation under the agreement without such permission shall be void.

17. ENTIRE AGREEMENT

This contract constitutes the entire agreement between the parties with respect to the support and maintenance of the equipment. All prior agreements and representations are superseded hereby. Neither purchase orders, acknowledgments thereof, no invoices issued pursuant hereto shall add to, change or in any way affect the terms and conditions of this agreement.

18. APPLICABLE LAW

This agreement shall be governed by and construed in accordance with the laws of the state of Missouri and any disputes under this agreement shall be litigated in Jackson County, Kansas City, Missouri.

19. WAIVER

The waiver by KB of any provisions of this agreement shall not be deemed a waiver of any future compliance with that provision.

19. ATTORNEY'S FEES

If either party brings an action to enforce this agreement, the court shall award reasonable cost and expenses of litigation, including expert witnesses' fees and attorney's fees to the prevailing party.

20. MODIFICATION

This agreement may be modified, amended or revised only by a written instrument duly signed by the parties hereto.

21. ACCESSIBILITY

If special scaffolding or man-lift equipment is required to service components Customer shall have the option to either provide equipment or assume all costs.

22. NOTIFICATIONS:

Individuals who shall be notified of issues under contract:

City of Belton, MO

City Manager Ron Trivitt _____

Department Manager James Person _____

City Attorney Megan McGuire _____

23. SEVEREABILITY: The unenforceability of any provision of this agreement shall not affect the remaining provisions herein.

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

Customer	City of Belton, Missouri		Kenton Brothers Inc. Systems for Security
Name		Name	Gina Stuelke
Title		Title	CEO
Signature		Signature	

Date		Date	
------	--	------	--

Attachment A: System and Components

**City of Belton/Belton Police Department Maintenance and Support Agreement Summary
For OnSSI Video Surveillance Systems installed by Kenton Brothers**

12/01/2015-11/30/16

1-Video System Maintenance and Support Package

One-year agreement \$5,465 /year

Includes:

- a- Unlimited telephone and remote support during normal business hours 8-4:30 M-F. We encourage the use of remote support through secure VPN---which enables you to utilize the advantage of your IP system investment, as it can be monitored and supported remotely.**

Plus one preventive maintenance visit for all cameras (48 cameras) and system components—and 1 lift rental fee. Parts are not included and will be billed separately at a discounted rate. See breakout of tasks performed in Attachment B.

- b- 20 hours of on-site support to be utilized at your discretion. Parts are not included and will be billed separately at a discounted rate.**
- c- On-Site support and visits billed at discounted rate for time on site over 20 hours per year. Lift rental fees will be billed on an as needed basis.**
- d- This agreement does not include the OnSSI software upgrade plan provided by the manufacturer.**

KB will provide trouble shooting and support for products/systems not provided or installed by KB, but will not assume warranties or responsibilities for failure without charge.

Attachment B: System Preventative Maintenance Checklist

Video Surveillance System Preventative Maintenance Checklist:

Camera & Housing/Wireless

** verify the following

1. Camera / lens focus and auto iris adjusted properly.
2. Camera field of view is adjusted to customer's requirements.
3. Camera / housing viewing window are clean, inside and out.
4. Camera lens is dust free.
5. Interior of camera enclosure is clean and dry.
6. Check operation of pan tilt, and zoom focus. Use controller in control room to check all these operations.
7. Insure that all outdoor housing heaters and fans are operational.
8. All camera/housing poles or mounts are anchored properly.

Wire & Cable

** verify the following

9. Check wiring and cable harnesses for wear and fray.
10. Check to make sure cable is dressed properly.
11. Check connectors and cable entry points for loose wiring.
12. Fiber optics and copper cable is transmitting an adequate video signal to control room. Signal should be free of distortion, tearing, hum-bars, EMI, and rolling, etc.
13. Make sure all connectors and cables are insulated both inside and outside conduit and pull boxes.
14. All camera and wireless cables and connectors are sealed and weather tight.

Control Equipment

** verify the following

15. Servers and software are functioning properly and provided distortion free recording.
16. All control equipment is operational. (Servers, switches, hubs, power units, UPS's, PoE injectors)
17. Check all Fiber and copper connectors on the back panels for loose connections.
18. Check all power connections to insure AC plugs are not loose or power cables frayed.
19. Complete inspection report and recommendations follow-up, both written and oral.

SECTION VI
G

BILL NO. 2015-103

ORDINANCE NO. 2015-

AN ORDINANCE OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING A MINOR CONSTRUCTION SERVICES AGREEMENT WITH PHILLIPS HARDY, INC. TO RELOCATE A PORTION OF OIL CREEK WITH APPROXIMATELY 335 CUBIC YARDS OF TYPE 3 ROCK DITCH LINER AS PART OF THE BELTON NEXUS PROJECT.

WHEREAS, on February 8, 2011 under Ordinance No. 2011-3691, the City Council approved an On-Call Professional Services Agreement with TranSystems; and

WHEREAS, the City of Belton, Missouri applied for MoDOT Transportation Enhancement (TE) funds for the Belton Nexus Project in November 2012; and

WHEREAS, the City received notification on January 24, 2013 that the City had been selected for Transportation Enhancement/Transportation Alternatives (TE/TA) fiscal year 2013/2014 funding by the Mid America Regional Council (MARC) Urban TE/TA Committee; and

WHEREAS, on March 26, 2013, Ordinance No. 2013-3900 authorized a Transportation Enhancement Program Agreement, STP-3356 (403) known as the Belton Nexus Project, with the Missouri Department of Transportation (MoDOT) for 58 Highway Sidewalks; and

WHEREAS, on March 26, 2013, Resolution No. 2013-12 approved Task Agreement #4 with TranSystems for the MoDOT Transportation Enhancement (TE) Program known as the Belton Nexus Project for the preliminary and final design plans; and

WHEREAS, during the design phase of the Belton Nexus Project, it was determined by TranSystems that a portion of Oil Creek, north of Markey Parkway and south of I-49, should be relocated as part of this project. The benefit of this is to prevent further erosion and cutting of the stream to the west, which is a concern both for the Belton Nexus Project and for the adjacent commercial development, Menards; and

WHEREAS, the Menards project is now under construction while the Belton Nexus Project approaches bid advertisement. The stream will need to be relocated before Menards can finish grading and construct a retaining wall. Because of the timing of the Belton Nexus Project and the Menards Project, staff pulled the stream relocation from the Belton Nexus Project and solicited bids from three contractors for only the stream relocation. The City, because of the Belton Nexus Project, has already obtained the permits necessary through the Army Corps of Engineers to relocate this stream, which is subject to the federal Clean Water Act; and

WHEREAS, three bids were received for the Belton Nexus Project stream relocation, and staff determined the lowest and best bidder to be Phillips Hardy, Inc., who is already on site performing grading on the Menards Project. Awarding the stream relocation to Phillips Hardy, Inc. is recommended and is the most streamlined approach to completing the work.

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

SECTION 1. That the City of Belton, Missouri shall approve and authorize the scope and fee schedule for a Minor Construction Services Agreement with Phillips Hardy, Inc. in the amount of \$27,600.00 to relocate a portion of Oil Creek with approximately 335 cubic yards of Type 3 rock ditch liner as part of the Belton Nexus Project.

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

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

READ FOR THE FIRST TIME: December 22, 2015

READ FOR THE SECOND TIME AND PASSED: _____

Mayor Jeff Davis

Approved this _____ day of _____, 2016.

Mayor Jeff Davis

ATTEST:

Patricia Ledford, City Clerk
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 _____, 2016, 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: December 22, 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 type="checkbox"/> Both Readings

ISSUE/RECOMMENDATION:

The Belton Nexus project includes 10-foot wide concrete walking trail and sidewalk improvements connecting Memorial Park and parts of State Highway 58 to the existing trail at Oil Creek and I-49. The project is funded in part through MoDOT’s Transportation Enhancement (TE) program. Belton Nexus is expected to be advertised shortly and staff expects to request contract award in January 2016.

During the design phase of Belton Nexus Project, it was determined that a portion of Oil Creek, north of Markey Parkway and south of I-49, should be relocated as part of this project. The benefit of relocating the stream is to prevent further erosion and cutting of the stream to the west, which was a concern both for the Belton Nexus project and for the adjacent commercial development, Menards.

The Menards project is now under construction while the Belton Nexus project approaches bid advertisement. The stream will need to be relocated before Menards can finish grading and construct a retaining wall. Because of the timing of the trail project and the Menards project, staff pulled the stream relocation from the Belton Nexus project and solicited bids from three contractors for only the stream relocation. The City, because of the Belton Nexus project, has already obtained the permits necessary through the Army Corps of Engineers to relocate this stream, which is subject to the federal Clean Water Act.

Of the three bids received, the lowest and best bidder is Phillips Hardy, Inc., who is already on site performing site grading on the Menards project. Awarding the stream relocation to Phillips Hardy is recommended and is the most streamlined approach to completing this work.

PROPOSED CITY COUNCIL MOTION:

Approve an ordinance awarding a minor construction service agreement to Phillips Hardy, Inc. for the relocation of a portion of Oil Creek with approximately 335 cubic yards of Type 3 Rock Ditch Liner. Staff requests the first reading at the December 22, 2015 regular City Council meeting.

BACKGROUND:

A summary of the three bids received for the stream relocation is provided below:

Phillips Hardy, Inc.	\$27,600.00
Redford Construction, Inc.	\$27,615.00
Pyramid Excavation and Construction, Inc.	\$52,565.00

Staff has worked with the City Attorney to update service contracts and construction contracts over the last several months. The attached “minor construction service agreement” has been developed through extensive review. Rather than using the much more comprehensive construction contract (typically used for large-scale construction projects), in staff’s opinion because of the scope and cost of the stream relocation the minor construction service agreement is appropriate for this work.

The Belton Nexus project has multiple funding sources, including a portion to be paid by the Belton Cass Transportation Development District, the MoDOT TE program, and the remaining to be local match with City funds. Staff is seeking to incorporate the stream relocation into the revised Menards TIF agreement, which is expected to be revised in February 2016. In the meantime, the project including the stream relocation will be cash flowed through the Transportation Division, and has been budgeted in both FY2016 and FY2017 to account for this project. At the beginning of the project, the Parks Department and Transportation Division agreed to split the local match expense 50/50. The Transportation Division has spent the first half of the City’s match, and therefore the remaining local match should be paid for by the Parks Department.

IMPACT/ANALYSIS:

FINANCIAL IMPACT

Contractor:	Phillips Hardy, Inc.	
Amount of Request/Contract:	\$	27,600
Amount Budgeted:	\$	None
Funding Source:	Transportation Division and possibly Menards TIF	
Additional Funds:	\$	N/A
Funding Source:	N/A	
Encumbered:	\$	N/A
Funds Remaining:	\$	N/A

STAFF RECOMMENDATION, ACTION, AND DATE:

Approve award of the service agreement to Phillips Hardy, Inc. as described.

LIST OF REFERENCE DOCUMENTS ATTACHED:

- Ordinance
- Service Agreement
- Plan Sheet of Stream Relocation



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

MINOR CONSTRUCTION SERVICE AGREEMENT

THIS Agreement ("Agreement") is by and between the City of Belton, Missouri, a constitutional charter city ("CITY"), and Phillips Hardy Inc., a _____, authorized to conduct business in Missouri and located at 15290 Highway 135, Boonville, MO 65233 ("CONTRACTOR"; CITY and CONTRACTOR each a "Party", and collectively the "Parties").

WHEREAS, CITY requires minor construction services to relocate a portion of Oil Creek as further described herein (the "Services");

WHEREAS, CONTRACTOR is prepared to provide said Services and shall give consultation to CITY during the performance of 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 _____ ("Effective Date").

ARTICLE 2 – SERVICES TO BE PERFORMED BY CONTRACTOR

CONTRACTOR shall furnish all labor, materials, equipment, and services necessary to relocate a portion of the Oil Creek, for the Belton Nexus Project, with approximately 335 cubic yards of Type 3 Rock Ditch Liner which shall consist of material with a predominant rock size of 12 inches, a maximum rock size of 20 inches and a gradation such that no more than 15 percent will be less than 4 inches, 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.

ARTICLE 3 – PERIOD OF SERVICE

See ARTICLE 30 for details on schedule requirements.

ARTICLE 4 – COMPENSATION

For Services performed by CONTRACTOR, the CITY shall pay the CONTRACTOR, an amount not to exceed twenty-seven thousand, six-hundred and NO/100 DOLLARS (\$ 27,600.00).

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 PARK.

Pay Applications shall be submitted by the CONTRACTOR to the CITY for payment covering services performed during the preceding month. The CITY PAYMENT TERMS ARE NET THIRTY (30) days from the 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 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.

ARTICLE 5 – 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 6 – CHANGES, DELETIONS OR ADDITIONS TO AGREEMENT

Except as otherwise provided herein, either Party may request, subject to approval of the other Party, changes to or 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 Service 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. Any claim by the CONTRACTOR for such change or adjustment must be asserted within thirty (30) days of discovery.

ARTICLE 7 – 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 8 – 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 8. 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 9 – 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 10 – 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, 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 reasonable extensions upon presentation of documentation of the periods of such delays.

ARTICLE 11 – 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 12- 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 13 – 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 14 – 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 twenty percent (20%) of the CONTRACTOR services described herein.

ARTICLE 15 – 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 16 – 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 17 – 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 Director of Public Works 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 18 – 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 19 – 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 20 – 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: _____

CITY:

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

AND

Ron Trivitt, City Manager, 506 Main Street, Belton, MO 64012

AND

Megan McGuire, City Attorney, 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 21 – 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 22 – 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 23 – 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 24 – 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 25 – 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 26 – 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 27 – 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 28 – 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 29 – PRICING

See **ARTICLE 4.**

ARTICLE 30 – PROJECT SCHEDULE

The CONTRACTOR is allowed 30 calendar days 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 31 – 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.

ARTICLE 32 – BONDS

CONTRACTOR is required to furnish a Payment Bond and Performance and Maintenance Bond as security for the faithful performance of the Services/Work and the payment of all bills and obligations arising from the performance of the Agreement.

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

SIGNATURE PAGE FOR AGREEMENT BETWEEN CITY OF BELTON, MISSOURI AND

This Agreement shall be binding on the parties thereto only after it has been duly executed and approved by City and Contractor.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date last written below.

Executed by Contractor this _____ day of _____, 20_____.

Executed by City this _____ day of _____, 20_____.

BELTON, MISSOURI

Address and facsimile number of City
Department: _____
Public Works Department _____
City Hall Annex _____
520 Main Street _____
Belton, MO 64012 _____

CONTRACTOR

Address and facsimile number of
Contractor: _____
Phillips Hardy Inc. _____
15290 Highway 135 _____
Boonville MO 65233 _____
Fax: 660-834-3032 _____

By: _____

Printed Name: Jeff Davis

Title: Mayor

By: _____

Printed Name: _____

Title: _____

Attested By: _____

Printed Name: Patti Ledford

Title: City Clerk
(Affix City Seal)

Attested By: _____

Printed Name: _____

Title: _____
(Affix Corporate Seal, if applicable)

Approved as to form:

Megan McGuire, City Attorney, City of Belton, Missouri (date)

SECTION VI
H

BILL NO. 2015-104

ORDINANCE NO. 2015-

AN ORDINANCE APPROVING THE REAPPROPRIATION & REVISION OF THE CITY OF BELTON FISCAL YEAR 2016 ADOPTED CITY BUDGET.

WHEREAS, on December 10, 2013 Ordinance No. 2013-3959 approved a contract with Landmark Construction for the construction of the new water tower in Markey Park including block outs and sleeves to accommodate future electrical and data lines along with plumbing in the amount of \$3,000.00; and

WHEREAS, on March 24, 2015 under Ordinance No. 2015-4079, the City Council approved the Fiscal Year 2016 City Budget and has been amended six times previously this year; and

WHEREAS, during construction of the new water in Markey Park it was determined by the Missouri Department of Natural Resources that the block outs and sleeves installed in the wall of the pedestal to accommodate future electrical and data lines along with plumbing in the amount of \$3,000.00 to be ineligible for SRF funding and therefore, these costs are to be paid for by water impact fees.

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

Section 1. In the Water Impact Fees (462) Fund

INCREASE the balance by \$3,000 (whole dollars) of Expenditure line item, 462-5710-495-7117, named Water Tower Construction Costs

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

READ FOR FIRST TIME: December 22, 2015

READ FOR SECOND TIME AND PASSED: _____

Mayor Jeff Davis

Approved this _____ day of _____, 2016.

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 _____, 2016, 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: December 22, 2015

DIVISION: 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 voter approved Drinking Water System Improvements included the 3MG Elevated Tank that is now functional, and within that project, block-outs and sleeves were installed in the wall of the pedestal to accommodate future electrical and data lines along with plumbing. This amounted to \$3,000 and since it was determined to be ineligible for SRF funding during construction of the project, these costs are to be paid for by water impact fees.

In the Water Impact Fees Fund (462), increase the balance of \$3,000 of Expenditure line item 462-5710-495-7117 named Water Tower Construction Costs.

PROPOSED CITY COUNCIL MOTION:

Approve ordinance approving the reappropriation and revision of the City of Belton Fiscal Year 2016 adopted City Budget

BACKGROUND:

On December 10, 2013 Ordinance No. 2013-3959 approved a contract with Landmark Structures I, LP for the construction of the new water tower in Markey Park.

IMPACT/ANALYSIS:

Reappropriation of budget

STAFF RECOMMENDATION, ACTION, AND DATE:

Approve ordinance approving the reappropriation and revision of the City of Belton Fiscal Year 2016 adopted City Budget

LIST OF REFERENCE DOCUMENTS ATTACHED:

Ordinance for Budget Amendment

SECTION VII
A

R2015-48

A RESOLUTION APPROVING TASK AGREEMENT #2015-1 WITH PYRAMID EXCAVATION AND CONSTRUCTION, INC. TO MAKE NECESSARY REPAIRS TO THE SANITARY SEWER LINE BETWEEN HACKBERRY AND 4TH STREET AT A NOT TO EXCEED COST OF \$25,000.

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 maintain sanitary sewer infrastructure to meet near and long term needs; and

WHEREAS, the City has the authority and follows Article IV, Division II, Section 2-921 Purchasing Procedure of the Ordinances of the City of Belton, Missouri, to approve contracts for construction thereto; and

WHEREAS, on September 23, 2014 under Ordinance No. 2014-4039, the City Council approved an On-Call Professional Services Agreement with Pyramid Excavation and Construction, Inc.; and

WHEREAS, the task agreement, herein incorporated and attached to this Resolution, with Pyramid Excavation and Construction, Inc. is necessary to make unexpected, urgent repairs to a segment of the sewer system between Hackberry and 4th Street; and

WHEREAS, the costs for this repair will be at a not to exceed amount of \$25,000.

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

Section 1. That the task agreement for purposes described above is hereby approved.

Section 2. The City Manager and Director of Public Works are authorized and directed to execute the task agreement on behalf of the City.

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

Duly read and passed this _____ day of _____, 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: December 22, 2015

DIVISION: Water Services

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:

During the long period of rains in late November, staff was called out to a sanitary sewer back-up in the area of Hackberry and 4th Street. This part of the system was cleaned last year and this segment was identified at that time to be a candidate for replacement in the near future. In the process of resolving the back-up issue last week, staff discovered the clay sewer segment had deteriorated to a failed condition since cleaning it last year and is in urgent need of repair to minimize the risk of back-ups in this segment or pipe failure.

The three on-call contractors were contacted and two were available to provide a bid. Pyramid Excavation & Construction, Inc. was the best bid and can tackle it in short order.

This will be funded out of the sewer line maintenance line item. If this results in an overrun in the total wastewater budget for the end of year, then an amendment will be made to cover the costs. It is not uncommon to overspend in one line item but remain under total estimated expenditures for the year, and this will be staff's objective here as well.

PROPOSED CITY COUNCIL MOTION:

Approve resolution approving Task Agreement #2015-1 with Pyramid Excavation & Construction, Inc. to make necessary repairs to the sanitary sewer lines between Hackberry and 4th Street at a not to exceed cost of \$25,000.

BACKGROUND:

The City maintains approximately 128 miles of sanitary sewer main. There are several miles of clay sewer in various levels of condition. As needed these segments are lined or replaced, but can deteriorate quickly once failure begins. The City has three on-call utility repair contractors that provide assistance as needed.

IMPACT/ANALYSIS:

FINANCIAL IMPACT

Contractor:	Pyramid Excavation & Construction, Inc.		
Amount of Request/Contract:	\$	25,000.00	
Amount Budgeted:	\$	None	
Funding Source:	660-0000-400-2025 Sewer Line Maintenance		
Additional Funds:	\$	None	
Funding Source:	N/A		
Encumbered:	\$	N/A	
Funds Remaining:	\$	N/A	

STAFF RECOMMENDATION, ACTION, AND DATE:

Approve resolution approving Task Agreement #2015-1 with Pyramid Excavation & Construction, Inc. to make necessary repairs to the sanitary sewer lines between Hackberry and 4th Street at a not to exceed cost of \$25,000.

LIST OF REFERENCE DOCUMENTS ATTACHED:

Resolution

Task Agreement #2015-1 with Pyramid Excavation & Construction, Inc.

Exhibit

City of Belton – Public Works Task Agreement

Contract: On-Call Emergency Services

Ordinance or Resolution: Resolution	Task Agreement No: 2015-01	Funding Amount: \$22,500; not to exceed \$25,000 without additional Council Approval Purchase Order No: n/a
-------------------------------------	----------------------------	--

Project Title: Hackberry & 4th Sewer Main Repair/Replacement

Contractor/Consultant (including subs): Pyramid Excavation & Construction, Inc.	Division and Staff Project Manager: Water Services – Don Tyler and Joe Don Harrell
--	---

Project Management Manual reviewed:	Attachments (Gantt Chart/ Schedule, Insurance, etc.):
-------------------------------------	---

PROJECT Scope (can be in the form of an attachment):

This project will consist of mobilization, traffic control, excavation and repair/replacement of 350 L.F. of sanitary sewer main. This work will occur on Hackberry between E. South and 3rd St.

Check boxes below that apply:

Enrollment in E-Verify	Prevailing Wage	Certificate of Good Standing
------------------------	-----------------	------------------------------

Staff Signatures		Partner Signatures	
Director of Public Works: Jeff Fisher	City Manager: Ron Trivitt	Project Manager: Don Tyler	Company Principal (if different): Hank Cunningham Pyramid Excavation & Construction Inc.
Signature: _____	Signature: _____	Signature: _____	Signature: _____
Date: _____	Date: _____	Date: _____	Date: _____

Project Type: Design Construction <u>X</u> Property Acquisition Conceptual/Problem Solving Surveying
Project Discipline(s): Transportation _____ Planning _____ Water _____ Wastewater <u>X</u> Stormwater _____

Report(s) Received:

Work on File:

This Task Agreement is subject to all the provisions included in the On-Call Emergency Services Contract.

Attach scope of work, budget, and other supporting material

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: 1,355



0.0 0 0.02 0.0 Miles

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

Notes