



**CITY OF BELTON
CITY COUNCIL
BUDGET WORK SESSION AND WORK SESSION
TUESDAY, JANUARY 20, 2015 – 6:30 P.M.
CITY HALL ANNEX
520 MAIN STREET
AGENDA**

- I. CALL BUDGET WORK SESSION TO ORDER-6:30 P.M.
 - A. REVIEW OF DECEMBER 2014 FINANCIAL REPORT.
 - B. PRESENTATION AND GENERAL OVERVIEW OF THE FY2016 BUDGET RECOMMENDATIONS.
 - C. REVIEW OF RECOMMENDED REPLACEMENT PLAN FOR FIRE DEPARTMENT FLEET AND EQUIPMENT.

This was discussed at the 12/2/14 & 12/16/14 work sessions.

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- D. REVIEW OF RECOMMENDED PROPOSAL TO AMEND THE FY2015 BUDGET TO AUTHORIZE 3 ADDITIONAL FIREFIGHTER POSITIONS.

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- II. ADJOURN BUDGET WORK SESSION
- III. CALL WORK SESSION TO ORDER-7:30 P.M.
- IV. ITEMS FOR REVIEW AND DISCUSSION
 - A. PRESENTATION BY MARGO ALDRIDGE WITH THE LITTLE BLUE RIVER CHAPTER OF THE DAUGHTERS OF THE AMERICAN REVOLUTION REGARDING A PURPLE HEART CITY PRESENTATION IN MARCH.
 - B. PRESENTATION BY CHRIS CLINE WITH CONFLUENCE REGARDING THE NORTH SCOTT CORRIDOR PLAN.

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C. REVIEW OF PROPOSED CODE AMENDMENT, SECTION 40-4(1), RESIDENTIAL-MANUFACTURED HOME COMMUNITIES.

This was discussed at the 12/16/14 work session.

The Planning Commission recommends approval of the amendment.

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D. REVIEW OF CURRENT BOOT BLOCK POLICY, ADOPTED BY ORDINANCE 2010-3660 ON OCTOBER 26, 2010.

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E. REVIEW OF PROPOSED CODE AMENDMENT TO SECTION 2-428-431, TUITION REIMBURSEMENT POLICY.

The proposed changes to the policy are shown as underscored text. This amendment would establish the tuition rates at UMKC as the maximum amount the City would pay. It also establishes a repayment schedule if the employee were to leave Belton within a 2 year timeframe.

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F. REVIEW OF THE PROPOSED WATER STUDY FOR NORTHWEST CASS COUNTY WATER RESOURCE DISTRICT (NWCCWRD) TO EVALUATE THE APPROPRIATENESS OF THE CURRENT RATES THE CITY CHARGES.

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G. REPORT ON PROPOSED COST SHARING PROGRAM FOR SIDEWALK REPLACEMENT.

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H. REPORT BY THE CITY ENGINEER ON THE STATUS OF THE MARKEY PARKWAY PROJECT AND THE MULLEN-NORTH CASS PARKWAY PROJECT.

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I. OTHER BUSINESS

V. ADJOURN WORK SESSION

SECTION I
C



**CITY OF BELTON
CITY COUNCIL INFORMATION FORM**

DATE: November 21, 2014 **AGENDA DATE: December 2, 2014**

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

DEPARTMENT: Fire

Approvals

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

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

ISSUE/REQUEST

The aging apparatus fleet and aging capital equipment of the Fire Department.

PROPOSED CITY COUNCIL MOTION

Approve the Apparatus and Capital Equipment Replacement Plan proposed in the Fire Departments FY16 budget.

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

In my first few months I have taken the opportunity to evaluate most of the aspects of the department. After my analysis of the apparatus fleet and capital equipment it is my belief that the City needs to establish a total apparatus and equipment replacement plan. For the last several years the City is spending over \$100,000 a year to keep the apparatus and equipment in-service. Beside the money spent to keep it in-service it is the out of service time that is another major factor for the department.

IMPACT/ANALYSIS:

It is my belief that if we do not fund a replacement plan that the cost to maintain the apparatus and equipment will just continue to escalate and will add more out of service time for the fleet and equipment. It is not fiscally prudent to spend the money on a fleet that has little to low trade-in value.

FINANCIAL IMPACT

Contractor:	None
Amount of Request/Contract:	\$ 258,500 Per Year
Amount Budgeted:	\$ 0.00
Funding Source:	Fire Department/ Capital Outlay
Additional Funds:	\$ 0.00
Funding Source:	N/A
Encumbered:	\$ 0.00
Funds Remaining:	\$ 0.00

TIMELINE:	START:	FINISH:
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OTHER INFORMATION/UNIQUE CHARACTERISTICS:

The departments proposal for the Apparatus and Capital Equipment Replacment Plan is to divide it into four different catagories. The first being for Fire Apparatus and that is to lease it over 10 years. The second would be for Ambulances and finance them over 4 years. The third would be for the staff vehicles and finance them over 5 years. The fourth is the capital equipment and it would be added to the financing plan with the fire apparatus. If approved by the council and then legal staff, it all can be ordered as soon as it is approved and then the first payments would not be due until a year from the date of order, which would be sometime in FY16.

STAFF RECOMMENDATIONS:

Approve.

Action and Date:

LIST OF REFERENCE DOCUMENTS ATTACHED:

Fire departments Apparatus and Capital Equipment Replacement Plan.

Fire departments summary of purchases and projected finance amounts.

The financing plan for the City of Belton, Mo. from Osh Kosh Finance.

Fire Departments report on the number of days that units are out of service due to repairs.



BELTON EMERGENCY SERVICES

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December 10, 2014

City Manager,

I have compiled the following information in response to the questions that several council members had at the December 2, 2014 Council Work Session about the Apparatus and Equipment Replacement Plan. The following questions that I noted in the meeting were as follows:

1. Can the department stretch the life span of Staff Vehicles further than five years?
2. Number of hours on each unit.
3. Operating Cost vs. Value of Apparatus
4. What means of purchase due surrounding departments and fire protection districts, all cash or lease?
5. Long Term maintenance plan and the cost of it.
6. Extended Warranty plan and cost of it.

CAN THE DEPARTMENT STRETCH THE LIFE SPAN OF STAFF VEHICLES?

Yes, the department can stretch the life span of our staff vehicles after the lease expires (5 years). There are two main issues I see with this, a lower trade-in value and higher operating costs. We have looked at the numbers when developing the plan and figured we would have a higher trade-in value at the end of the new lease. Even with inflation cost on the new purchase in five years (2020), it would lower the payments in the next cycle of leasing. With the current fleet it has shown that the older the vehicles get the more money the department spends on operating cost. In my research I found several departments that set limits of age and/or miles on determining when to replace staff vehicles. Liberty, Mo, sets a limit of 6 years or 80,000 miles, and Smithville, Mo, Fire Department replaces their staff vehicles every 3 years or when the warranty expires.

NUMBER OF HOURS ON EACH UNIT

UNIT	MILES	HOURS	HRS/CON,
1. Engine 1 2000 Precision Pumper	91,123	9,603	288,090
2. Engine 2 2000 Precision Pumper	87,101	9,398	281,940
3. Quint 1 2007 Peirce 100' Aerial	44,560	5,192	155,760
4. Medic 1 2010 GMC/AEV Ambulance	101,265	5,231	261,550

5. Medic 2 2014 Ford/Osage Ambulance	22,654	736	36,800
6. Reserve Medic 1 2006 Ford/Braun	173,420	9,950	497,500
7. Reserve Medic 2 1999 Freightliner	203,544	10,989	549,450
8. Tanker 1 2009 Precision Tanker	5,567	1,103	33,090
9. Brush 1 1995 GMC Pick-Up	187,753	N/A ₂	N/A
10. Fuel Truck/Utility 1999 Dodge Pick-Up	97,421	N/A	N/A
11. C-1 2000 Ford Tauris	101,805	N/A	N/A
12. C-2 2004 Ford Explorer	53,006	N/A	N/A
13. C-3 2008 Ford Expedition	52,101	N/A	N/A
14. C-4 2002 Chevy Tahoe	101,253	N/A	N/A
15. C-5 1999 Ford Crown Victoria	100,602	N/A	N/A
16. Reserve 1 1994 Chevy Suburban	95,565	N/A	N/A

1. This is a conversion that was developed to try to get a better understanding of HOURS on an apparatus. The department uses 30 miles for an hour on fire suppression apparatus and 50 miles for an hour on ambulances.
2. The brush unit is a slide in and out unit with a 300 gallon tank and small pump and hose reel. It is in good condition.

OPERATING COST vs. VALUE OF APPARATUS

Ambulances: In the department's research of the past records for operating cost of the ambulances, it is determined that at approximately six to seven years the operating cost matches that of the value of the unit. After four years of age is when the units take a big drop in value due to a high amount of miles being placed on them. That is why I am recommending replacing the front-line units after 4 years of service and keeping them for four more years as reserve status.

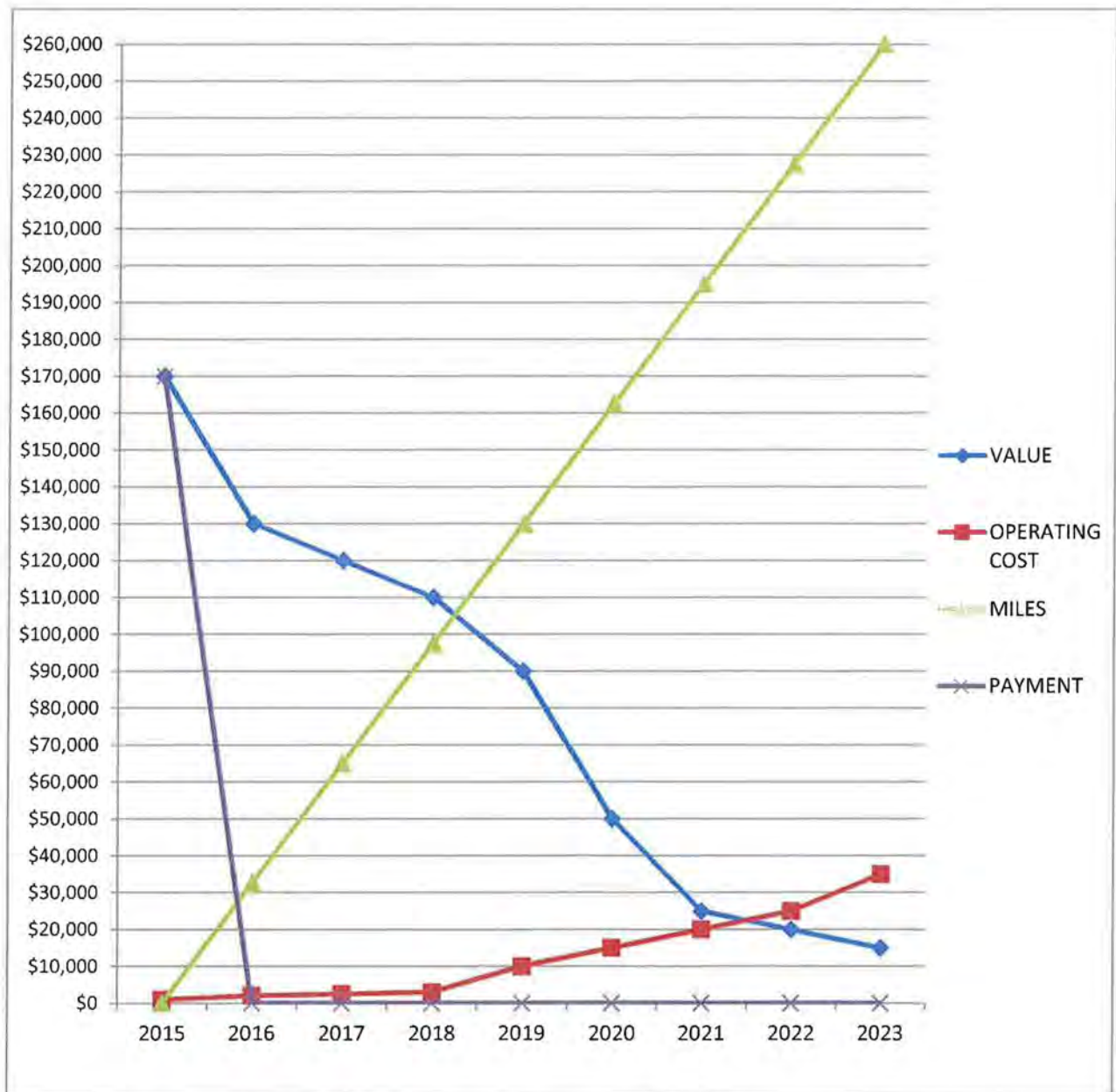
I have taken the data that we have from the past and projected into the future the value and operating cost of a medic unit based upon two ways of purchase.

- The first is the way that the department is currently operating. We purchase with cash and drive it until it's worn out and has little to no value. It is expensive to maintain in the second half of its life.
- The second is to purchase by leasing, having the unit in front-line status for four years, and then have the unit in reserve status for 4 years. Then trading it in.

The following two charts show the scenarios.

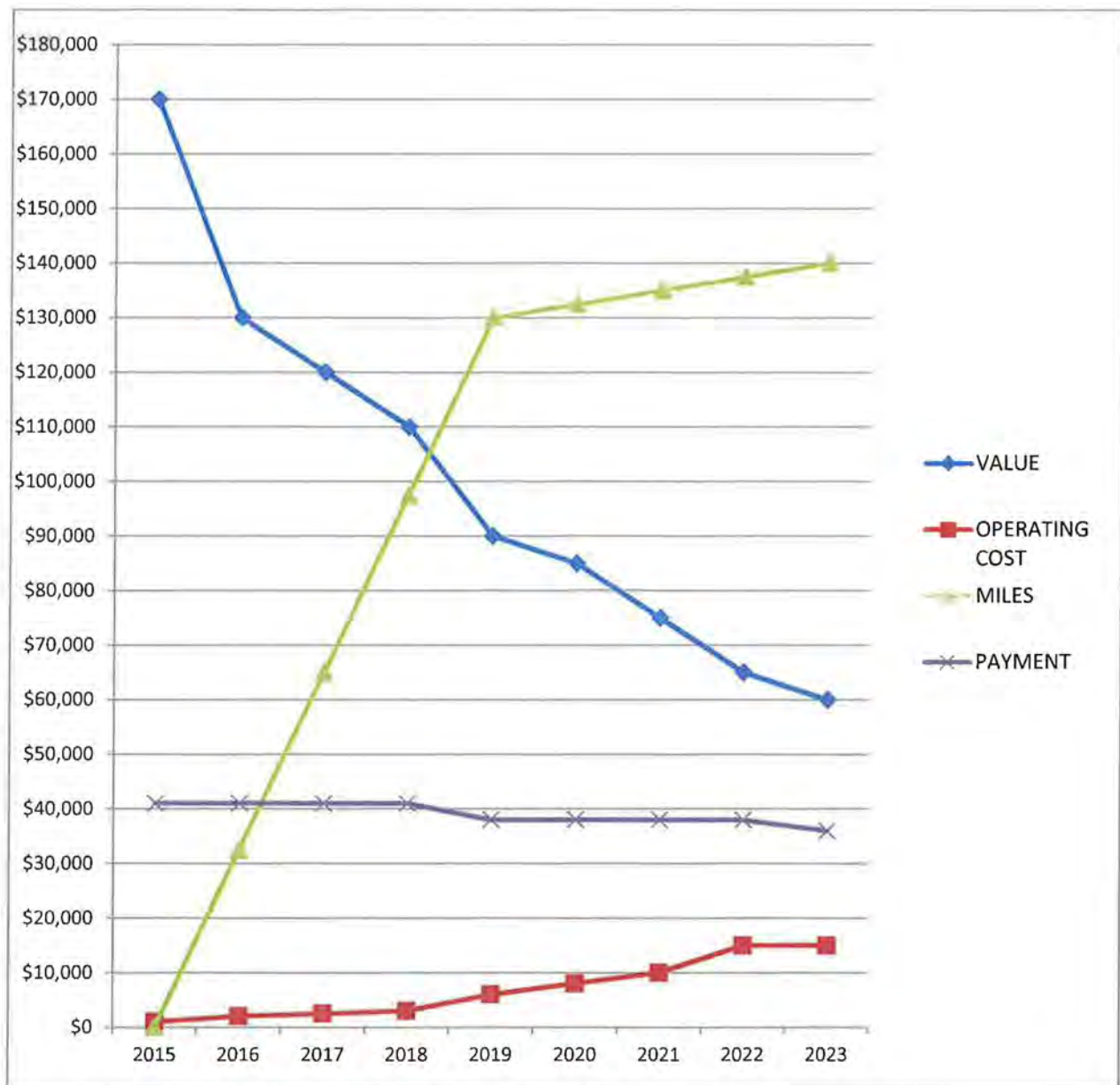
FUTURE PROJECTIONS FOR A NEW MEDIC UNIT BASED ON PAST PURCHASE PLAN OF DRIVING UNTIL IT IS WORN OUT AND HAS LITTLE TO NO VALUE

# OF YEAR	0	1	2	3	4	5	6	7	8
YEAR	2015	2016	2017	2018	2019	2020	2021	2022	2023
VALUE	\$170,000	\$130,000	\$120,000	\$110,000	\$90,000	\$50,000	\$25,000	\$20,000	\$15,000
OPERATING COST	\$1,000	\$2,000	\$2,500	\$3,000	\$10,000	\$15,000	\$20,000	\$25,000	\$35,000
MILES	0	32,500	65,000	97,500	130,000	162,500	195,000	227,500	260,000
PAYMENT	\$170,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0



FUTURE PROJECTIONS FOR A NEW MEDIC UNIT BASED ON THE NEW PURCHASE PROPOSAL OF EVERY 4 YEARS AS FRONT LINE STATUS AND 4 YEARS AS RESERVE STATUS

# OF YEAR	0	1	2	3	4	5	6	7	8
YEAR	2015	2016	2017	2018	2019	2020	2021	2022	2023
VALUE	\$170,000	\$130,000	\$120,000	\$110,000	\$90,000	\$85,000	\$75,000	\$65,000	\$60,000
OPERATING COST	\$1,000	\$2,000	\$2,500	\$3,000	\$6,000	\$8,000	\$10,000	\$15,000	\$15,000
MILES	0	32,500	65,000	97,500	130,000	132,500	135,000	137,500	140,000
PAYMENT	\$41,000	\$41,000	\$41,000	\$41,000	\$38,000	\$38,000	\$38,000	\$38,000	\$36,000



Engines: In the department's research of the past records for operating cost of the engines, it is determined that at approximately eight to ten years of age the operating cost matches that of the value of the unit. After five to six years of age is when the engines take a big drop in value due to age and the miles being placed on them. That is why I am recommending replacing the front-line units after 10 years of service.

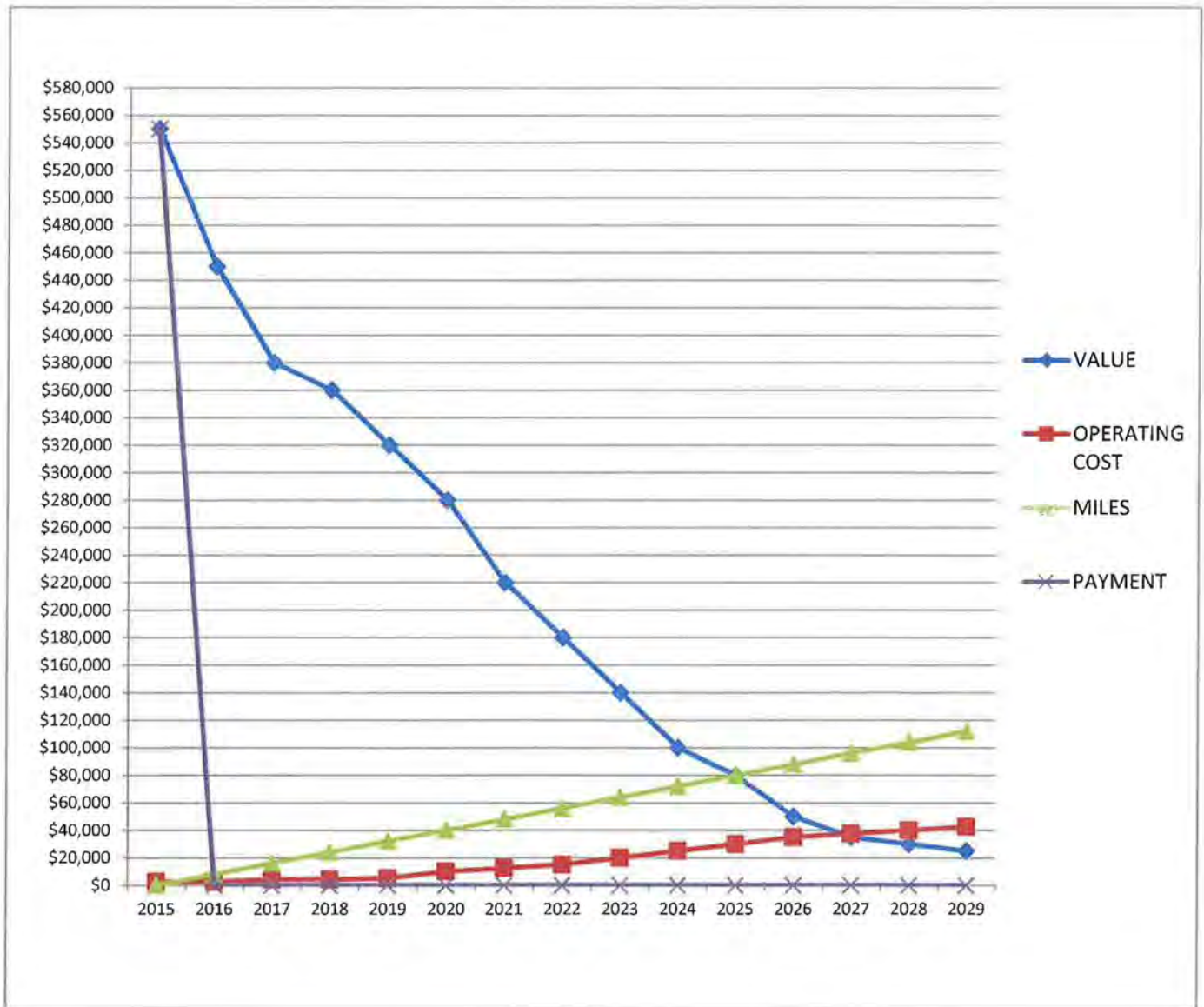
I have taken the data that we have from the past and projected into the future the value and operating cost of an engine based upon two ways of purchase.

- The first is the way that the department is currently operating. We purchase with cash and drive it until it's worn out and has little to no value. It is expensive to maintain in the second half of its life.
- The second is to purchase by leasing, having the unit in front-line status for ten years, and then trading it in.

The following two charts show the scenarios.

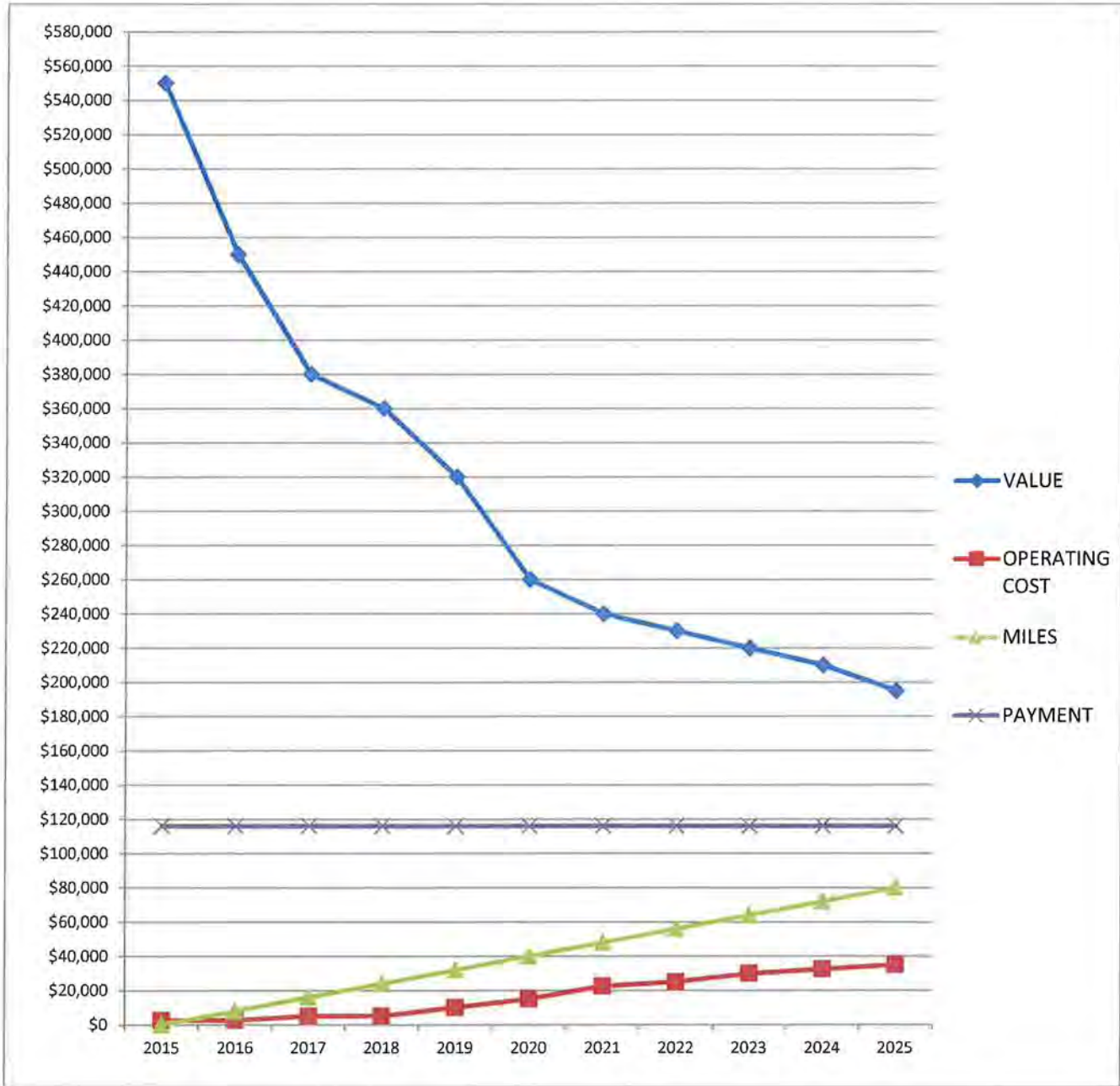
FUTURE PROJECTIONS FOR A NEW ENGINE BASED ON PAST PURCHASE PLAN OF DRIVING UNTIL IT IS WORN OUT AND HAS LITTLE TO NO VALUE

# OF YEAR	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14
YEAR	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
VALUE	\$550,000	\$450,000	\$380,000	\$360,000	\$320,000	\$280,000	\$220,000	\$180,000	\$140,000	\$100,000	\$80,000	\$50,000	\$35,000	\$30,000	\$25,000
OPERATING COST	\$2,500	\$2,500	\$4,000	\$4,000	\$5,000	\$10,000	\$12,500	\$15,000	\$20,000	\$25,000	\$30,000	\$35,000	\$37,500	\$40,000	\$42,500
MILES	0	8000	16000	24000	32000	40000	48000	56000	64000	72000	80000	88000	96000	104000	112000
PAYMENT	\$550,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0



FUTURE PROJECTIONS FOR A NEW ENGINE BASED ON NEW PURCHASE PLAN OF EVERY 10 YEARS

# OF YEARS	0	1	2	3	4	5	6	7	8	9	10
YEARS	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
VALUE	\$550,000	\$450,000	\$380,000	\$360,000	\$320,000	\$260,000	\$240,000	\$230,000	\$220,000	\$210,000	\$195,000
OPERATING COST	\$2,500	\$2,500	\$5,000	\$5,000	\$10,000	\$15,000	\$22,500	\$25,000	\$30,000	\$32,500	\$35,000
MILES	0	8,000	16,000	24,000	32,000	40,000	48,000	56,000	64,000	72,000	80,000
PAYMENT	\$116,000	\$116,000	\$116,000	\$116,000	\$116,000	\$116,000	\$116,000	\$116,000	\$116,000	\$116,000	\$116,000



HOW DO SURROUNDING DEPARTMENTS PURCHASE APPARATUS AND VEHICLES?

The department has contacted many area fire departments and fire districts to ask them how they purchase their apparatus and vehicles. We asked them if they purchase outright with cash or if they do some kind of financing or leasing. We got a very different mix of answers from both types and some that do both. I have compiled the following list:

Cash Purchase

1. Grandview, MO Fire Department
2. South Platte Fire District
3. Central Cass County Fire District
4. St. Joseph, MO Fire Department
5. South Metro Fire District (*apparatus only*)
6. Liberty, MO Fire Department (*staff vehicles only*)
7. Riverside, MO Fire Department
8. Overland Park, KS Fire Department
9. Harrisonville, MO Fire Department
10. Pleasant Hill, MO Fire District
11. Central Jackson County Fire District
12. North Kansas City, MO Fire Department

Lease Purchase or Finance

1. Western Peculiar Fire District (*cash but with bond money*)
2. Smithville, MO Fire District (*cash but with bond money*)
3. Kearny, MO Fire District (*cash but with bond money*)
4. South Metro Fire District (*staff vehicles only*)
5. Liberty, MO Fire Department (*apparatus only*)
6. Kansas City, MO Fire Department
7. Lee's Summit MO Fire Department
8. Kansas City, KS Fire Department
9. Leawood, KS Fire Department
10. Shawnee, KS Fire Department
11. Butler, MO Fire Department
12. Olathe, KS Fire Department
13. Independence, MO Fire Department
14. Sni-Valley Fire District (*cash but with bond money*)
15. Fort Osage Fire District (*cash but with bond money*)
16. Garden City, MO Fire District

LONG-TERM MAINTENANCE PLAN AND COST

Ambulances: The department has checked with the manufacture of the last ambulance the city bought and they do not offer a long-term maintenance plan. The majority of the issues with ambulances are the items built by chassis manufacture, so we are still working on determining this.

Engines: The department has checked with the proposed manufacture of the fire engines and they do offer a long-term maintenance plan. It is determined on final cost of the purchase, the term that we are looking for, and what is in the plan to be serviced. I would recommend letting the department work on negotiating this aspect in with the final purchase price of each unit. I am still working on determining if this is a cost savings to the city or not, but it is tied in with the purchase so I will update at a later time.

EXTENDED WARRANTY PLAN AND COST

Ambulance: The department has checked with the manufacture of the last ambulance the city bought and they do offer an extended warranty plan. Again the majority of the issues with ambulances are the items built by chassis manufacture so we are still working on determining this.

Engines: The department has checked with the proposed manufacture of the fire engines and they do offer an extended warranty plan. It is determined on final cost of the purchase, the term that we are looking for, and what is in the plan to be serviced. I would recommend letting the department work on negotiating this aspect in with the final purchase price of each unit. I am still working on determining if this is a cost savings to the city or not, but it is tied in with the purchase so I will update at a later time.



BELTON EMERGENCY SERVICES

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November 4, 2014

Mr. Ron Trivitt,

The Apparatus and Capital Equipment Replacement Plan that I propose is divided into four categories: fire apparatus, ambulance, staff vehicles and capital equipment. In the plan, I identify what the City needs to replace, keep and reclassify. I also propose how the City could arrange the purchases as well as how the purchases could be financed.

Moreover, I would recommend that the City finance my proposals, including the purchases of the two new engines, capital equipment and a utility vehicle as detailed below, in one package. This could be financed over 10 years at a yearly cost of about \$138,000, based on my analysis, as a current interest rate of 3.65%.

I note that the City now spends about \$100,000 a year on maintenance to keep the department's fleet running, which actually exceeds the value of the vehicles and could be used more efficiently to partially finance new vehicles as described above. Indeed, I also propose that the City adopt an ongoing capital replacement program for all department vehicles, replacing vehicles at regular intervals to ensure lower operating costs and maximize resale values.

FIRE APPARATUS

Engines: I recommend that the City purchase two new engines at a cost \$550,000 each to replace the department's two current engines because of age. Indeed, the City spent \$27,887.53 on repairs in FY14 and 1QFY15 on both units although they are valued at only \$50,000, based on my checks.

I would recommend that the new engines be bought from Pierce Manufacturing Co., under the Houston/Galveston purchasing agreement in a Lease/Trade-In Program with Pierce Manufacturing and Osh Kosh Finance. The agreement would guarantee up front the trade-in value of the new engines in 10 years and allow the City to only finance the balance of the original sales prices less the trade-in values. The financing agreement would also provide the City with a prepayment discount of 3% to 4% up front and a delay in the first payment for a year at the time of order. My checks indicate that the City could also receive \$25,000 for each of the existing engines from Pierce as trade-ins.

Aerial Ladder: In addition, I propose that the City's existing aerial ladder be parked for reserve use or when an aerial ladder device is needed. The city has spent about \$22,000 on repairs in FY14 and 1QFY15. It is not economical to repair and maintain this unit, to use it to chase ambulances up and down the streets. By parking it and using it only when it is needed will extend its life, preserve its value, and cost less to maintain.

Tanker: The existing tanker will stay in service and continue to be used as it currently is. It also can be used as a reserve unit if we need it.

Utility Vehicle: I recommend purchasing a new utility truck at a cost of about \$60,000 that could serve four roles: a brush truck, a fuel truck, a truck to pull the rescue trailer and a truck with compartment space to hold equipment not used often. The City could then trade in the two existing vehicles now used by department for these purposes as part of staff vehicle purchases detailed below or redeploy these vehicles to another department if needed. This would role 3 vehicles into one unit.

AMBULANCES

I recommend that the City purchase two new ambulances, sell the two oldest units of the current four to help fund the new units and use the other two current units as reserves. My checks indicate a total cost for the two new units of \$340,000, which could be funded by \$40,000 from the trade-in of the oldest units and \$300,000 in financing for four years through Osh Kosh Financing with a yearly payment of \$80,321 at an interest rate of 3.4% at the time of inquiry. Moreover, I recommend that the two new units be in front-line service for four years and then rotated to reserve with the purchase two new ones.

The City has four ambulances:

- A 1999 Freightliner with 203,544 miles that can only be used, at last resort, as an ambulance due to the suspension problems. I recommend that City trade this unit in on the purchase of the new ambulances.
- A 2006 Ford Braun with 172,935 miles. Repairs totaled \$21,067 for FY14 and 1Q FY15, but it is worth only about \$15,000-\$20,000 based on my checks. I recommend that the City trade this unit in on the purchase of the new ambulances.
- Medic No. 1, which is a 2010 Chevy EVC with 101,500 miles. Repairs totaled \$2,289.90 for FY14 and 1Q FY15. I estimate that by the time the City would receive the new units that Medic No. 1 would have 125,000 miles. Thus, I recommend that it used as Reserve Unit No. 2 to replace the 1999 Freightliner.
- Medic No. 2, which is a 2014 Ford Osage with 22,202 miles. I estimate that by the time the City would receive the new units that Medic No. 2 would have 46,000 miles. Thus, I recommend that it be used as Reserve Unit No. 1.

STAFF VEHICLES

I recommend that the City purchase five new SUV type vehicles at a cost \$34,500 each to replace the department's staff vehicles because of age and mileage. The SUV type vehicles

would give us four wheel drive capability on all staff vehicles, which is needed in the winter months and for any off road needs on response and investigations. I recommend the City purchase five 2015 Ford Explorers under the Mid America Council of Public Procurement. They could be placed in service as Car-1 for the Fire Chief, Car-2 for the Deputy Fire Chief, Car-3 for the Shift Commander, Car-4 for the Fire Marshal and Car-5 for the Assistant Fire Marshal. The total cost of the new purchase would be \$172,500, including the money to buy new lights and sirens for each vehicle. This could be financed over five years with a yearly payment of \$35,169 through Osh Kosh Financing at an interest rate of 3.4% at the time of my inquiry. Indeed, I would recommend the units to be replaced every five years with the two best units kept as reserves.

The department currently has seven vehicles with an average age of 14 years and average millage of 85,081. Of these, the 2008 Ford Expedition could be placed in reserve status as Reserve No. 1, and the 2004 Ford Explorer as Reserve No. 2. The City could then either trade in the remaining six vehicles or redeploy them to another department that could use them for reserves. I estimate the trade-in value of all six vehicles at about \$10,000 to \$15,000.

CAPITAL EQUIPMENT

I would recommend the following capital equipment to be replaced; self-contained breathing apparatus (SCBA), extrication equipment, four gas-meters, rugged laptop computers, thermal imaging cameras, and fire hose.

The self-contained breathing apparatus units that we have are at least twelve years old and need replaced. They do not comply with the new requirements from the NFPA and the Chemical, Biological, Radiological, and Nuclear (CBRN). The department 32 units, 25 spare bottles and 45 face pieces currently in use that need replaced.

The vehicle extrication tool sets are fifteen-plus years of age and are at the end of their useful life cycle and should be replaced. The department is starting to spend money to keep them in service. The department has 2 sets currently in use that need replaced.

The gas monitors are over ten years of age and are unable to detect volatile organic compounds in the atmosphere. The department has started to spend money to keep them in service. The new units would improve our Haz-Mat response and air monitoring capabilities. The department has three gas monitors currently in use that need replaced.

The reporting tablets used by the EMS staff are not designed to work while out in the field. There is not a true keyboard on the current tablets and is it hard to use the screen keyboard while attempting to do a report on a patient in the back of a moving ambulance. I recommend moving the current tablets to the Fire Prevention Bureau to use with their inspection process and to purchase rugged-type lap top computers for use by the EMS staff out in the field. The department has five tablets currently in use that need replaced.

Our thermal imaging cameras are eight years old and are reaching the end of their life cycle. The technology has vastly improved to aid in search and rescues in fires since these were first purchased. The department has three cameras currently in use that need replaced.

The department needs to replace a certain amount of fire hose, both supply and attack hose. The current stock is showing some age and we would like to try to stay on top of needed replacements.

The total cost of all of the capital equipment replacements would be in the range of \$260,000. It would be my recommendation to finance this with the fire apparatus purchase and is broken down as follows:

1. Self-Contained Breathing Apparatus	\$155,000
2. Extrication Equipment	\$52,000
3. Rugged Laptop Computers	\$15,000
4. Thermal Imaging Cameras	\$15,000
5. 4 Gas Monitors	\$13,000
6. New Fire Hose	\$10,000

I would be happy to discuss my proposals at your convenience.

Sincerely,

Norman K. Larkey Sr.



BELTON EMERGENCY SERVICES

Norman K. Larkey Sr. • Fire Chief
 16300 N. Mullen Rd. • Belton, MO • 64012
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November 10, 2014

SUMMARY OF PURCHASES AND PROJECTED COST AMOUNTS AND TOTAL YEARLY PAYMENT AMOUNTS

APPARATUS AND EQUIPMENT		AMBULANCES		STAFF VEHICLES	
ENGINE 1	\$550,000	AMBULANCE 1	\$170,000	2015 EXPLORER	\$34,500
ENGINE 2	\$550,000	AMBULANCE 2	\$170,000	2015 EXPLORER	\$34,500
NEW UTILITY VEHICLE	\$60,000			2015 EXPLORER	\$34,500
NEW SCBA'S	\$155,000			2015 EXPLORER	\$34,500
NEW EXTRICATION TOOLS	\$52,000			2015 EXPLORER	\$34,500
RUGGED LAPTOP	\$15,000				
THERMAL IMAGE CAMARES	\$15,000				
NEW 4-GAS MOINTERS	\$13,000				
NEW FIRE HOSE	\$10,000				
SUB TOTAL	\$1,420,000	SUB TOTAL	\$340,000	SUB TOTAL	\$172,500
PREPAY DISCOUNT	\$50,000	PREPAY DISCOUNT	\$0	PREPAY DISCOUNT	\$0
LESS TRADE IN	\$50,000	LESS TRADE IN	\$40,000	LESS TRADE IN	\$5,000
TOTAL	\$1,320,000	TOTAL	\$300,000	TOTAL	\$167,500
TOTAL YEARLY PAYMENT AMOUNT	\$141,767	TOTAL YEARLY PAYMENT AMOUNT	\$80,321	TOTAL YEARLY PAYMENT AMOUNT	\$36,475

Belton, MO Fire Dept. Tax-Exempt Lease Purchase vs. Tax-Exempt Turn-In Lease

Truck Type	Contract Price	# of Trucks	Total	Total Prepay Discount	Total Net of Prepay	Lease Term	Estimated Turn-In Value (Red)	Estimated Turn-In Value (Yellow)
Impel Pumper	\$550,000	2	\$1,100,000	-\$46,334	\$1,053,666	10 Years	\$193,453	\$174,108

*Prepay discount is estimated based on a custom chassis with a 9 month lead time. Turn-In Value is estimated based on standard specification and 10,000 miles annual usage. Prepay discounts and Turn-In Values can vary from this example based on lead time and truck specification.

Belton Prepay Program Example (Assumes a 9 Month Lead Time for Apparatus)

October-14 October-15

9 month lead time

Truck Order Truck Delivered Lease Payment

Lease Commences

Pierce receives cash from Oshkosh Capital in October 2014
Pierce discounts price with no cash outlay from Belton
Interest rate is set in October 2014 (eliminates interest rate risk)
Belton is protected with performance bond

Lease Purchase Explained
 A tax-exempt municipal lease contract with a \$1 purchase option at the end of the lease term.

Lease Purchase Benefits

- Gain equity with each payment. At the end of the lease term, own the apparatus for just \$1.

Turn-In Lease Explained
 A tax-exempt municipal lease contract with a Turn-In Value at the end of the lease term. The department has three options at lease term:

- Turn-in the fire apparatus to Pierce and lease a new one. Pierce pays off the Turn-In Value.
- Pay off the Turn-In Value and own the truck.
- Finance the Turn-In Value and own the truck.

Turn-In Lease Benefits

- The lowest payment option available because the department is paying for the usage of the apparatus over a 10 year period. Total payments on a 10-year Turn-In Lease are about equal to the original cost of the apparatus.
- Provides a department with a cost effective fleet replacement program.
- Eliminates apparatus remarketing risk.
- Allows a department to have the most up to date apparatus to serve its community.

10,000 and 15,000 annual mileage options. Term and conditions apply.

Budget Comparison For All Payment Options

Budget Year	Cash Purchase w/ No Prepay Discounts	Cash Purchase w/ Prepay Discounts	Lease Purchase w/ No Prepay Discounts	Lease Purchase w/ Prepay Discounts	(Red)	(Yellow)
					Turn-In Lease w/ Prepay Discounts	Turn-In Lease w/ Prepay Discounts
2014	\$1,100,000	\$1,053,666	\$0	\$0	\$0	\$0
2015	\$0	\$0	\$131,600	\$126,056	\$111,327	\$112,959
2016	\$0	\$0	\$131,600	\$126,056	\$111,327	\$112,959
2017	\$0	\$0	\$131,600	\$126,056	\$111,327	\$112,959
2018	\$0	\$0	\$131,600	\$126,056	\$111,327	\$112,959
2019	\$0	\$0	\$131,600	\$126,056	\$111,327	\$112,959
2020	\$0	\$0	\$131,600	\$126,056	\$111,327	\$112,959
2021	\$0	\$0	\$131,600	\$126,056	\$111,327	\$112,959
2022	\$0	\$0	\$131,600	\$126,056	\$111,327	\$112,959
2023	\$0	\$0	\$131,600	\$126,056	\$111,327	\$112,959
2024	\$0	\$0	\$131,600	\$126,056	\$111,327	\$112,959
Total	\$1,100,000	\$1,053,666	\$1,315,997	\$1,260,565	\$1,113,270	\$1,129,590

*Lease Purchase interest rate is 3.40%. Turn-In interest rate is 3.65%. Interest rates are as of 9/15/14. Final interest rates are set at time of order.

Lease Purchase: At lease term (2024) Belton pays \$1 per truck and owns the trucks free and clear.

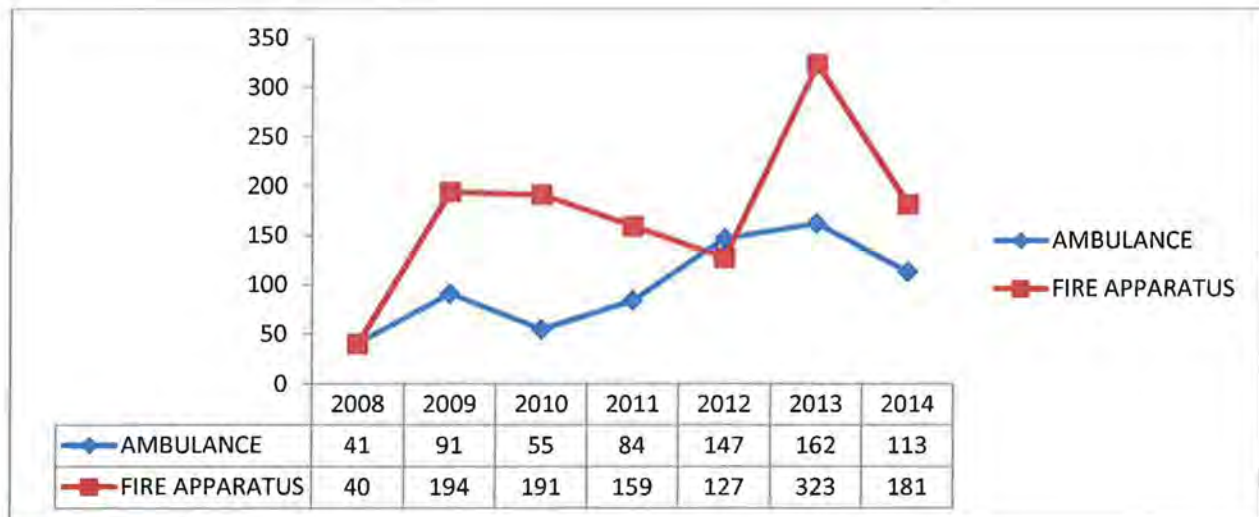
Turn-In: At lease term (2024) Belton has the following options: 1. Pay Turn-In Value (\$193,453 or \$174,108) and own the trucks, 2. Finance the Turn-In Value (\$193,453 or \$174,108) and own the trucks, or 3. Turn-in the trucks to Pierce. Pierce pays the Turn-In Value, and Belton leases new trucks with the first payment beginning in 2025. The estimated lease payment in 2025 assuming a 3% annual increase in the Producer Price Index (PPI) for apparatus cost and assuming interest rates remained unchanged from September 2014 levels is \$149,644 for red trucks and \$151,844 for yellow trucks.



BELTON EMERGENCY SERVICES

Norman K. Larkey Sr. • Fire Chief
 16300 N. Mullen Rd. • Belton, MO • 64012
 Phone (816) 331-7969 • Fax (816) 322-7368

NUMBER OF OUT OF SERVICE DAYS FOR AMBULANCES AND FIRE APPARATUS DO TO REPAIRS



The ambulance data includes all 4 units that are used; both front line and reserve units. The fire apparatus data includes all 3 units that are used; 2 engines and the aerial ladder.

SECTION I
D



CITY OF BELTON
CITY COUNCIL INFORMATION FORM

DATE: January 16, 2015 AGENDA DATE: January 20, 2015
ASSIGNED STAFF: Norman K. Larkey Sr., Fire Chief
DEPARTMENT: Fire

Approvals

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

Table with 5 columns: Ordinance, Resolution, Consent Item, Change Order, Motion. Row 2: Agreement, Discussion (checked), FYI/Update, Public Hearing.

ISSUE/REQUEST

Increasing Overtime Expenditures.

PROPOSED CITY COUNCIL MOTION

Approve the resolution to amend the Fire Department budget to add three Firefighter-EMT positions to increase Assigned Staffing per shift from 12 to 13.

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

A decision was made in the Fiscal Year 2014 Budget to eliminate three Firefighter -Paramedics from the budget through attrition. This decision lowered the Assigned Staffing from 13 to 12 leaving only one extra to cover absences. There has been some work related injuries, non-work related injuries, and some Military deployments that have caused an increase in absences. With the increased absences and one less person to use towards the minimum staffing it has caused the overtime expenditures to increase.

IMPACT/ANALYSIS:

If the 3 positions are not filled the overtime expenditures will continue to increase.

FINANCIAL IMPACT

Table with financial data: Contractor: None, Amount of Request/Contract: \$ 29,996, Amount Budgeted: \$ 0.00, Funding Source: General Fund/ Rainy Day Fund, Additional Funds: \$ 0.00, Funding Source: N/A, Encumbered: \$ 0.00, Funds Remaining: \$ 0.00

Table with 3 columns: TIMELINE:, START:, FINISH:

OTHER INFORMATION/UNIQUE CHARACTERISTICS:

This budget amendment will provide funds to add 3 Firefighter/EMT's positions, provide their benefits, uniforms, personal protective clothing, and any training that would be necessary for the balance of FY2015.

STAFF RECOMMENDATIONS:

Approve the resolution.

Action and Date:

LIST OF REFERENCE DOCUMENTS ATTACHED:

Memo to City Manager outlining increase in overtime expenditures.
Previous Fiscal Year's and projections for FY15 overtime expenditures as a comparison.
Previous Fiscal Year's and projections for FY15 overtime hours as a comparison.



BELTON EMERGENCY SERVICES

Norman Larkey Sr. • Fire Chief

January 15, 2015

Ron Trivitt,

In response to your question about the increase in overtime expenditures I have put together the following history and my projections.

For FY2015, as of the end of December the department has used 9,111 hours of overtime to fill absences and I project the overtime usage will be approximately 11,400 hours with a cost of \$455,658. A decision was made in the Fiscal Year 2014 Budget to eliminate three Fire Fighter - Paramedics from the budget through attrition. This decision lowered the Assigned Staffing from 13 to 12 leaving only one extra to cover absences. There have been some work-related injuries, non-work related injuries, and some Military deployments that have caused an increase in absences. With the increased absences and one less person to use toward the minimum staffing, it has caused the overtime expenditures to increase.

For FY2016, I project the overtime usage to fill absences will be approximately 11,400 hours with a cost of \$467,049. If the city were to hire three Firefighter/EMT positions, the overtime is estimated to be 3,280 hours at a cost of \$123,472 with a total savings of \$329,481. The salaries and benefits for these positions would be \$181,563 and the estimated net savings would be \$147,918.

It is my recommendation to hire three Firefighter/EMT positions to control the increase in overtime expenditures. I believe that if this is not done, the overtime expenditures will continue to increase.

In consideration of the previous and current budget issues, I believe that this proposal will put the department on the path to a reducing the line item for overtime expenditures.

Sincerely,

Norman K. Larkey Sr.



BELTON EMERGENCY SERVICES

Norman Larkey Sr. • Fire Chief

PREVIOUS FISCAL AND CURRENT YEARS OVERTIME EXPENDITURES

<u>YEAR</u>	<u>OVERTIME BUDGET</u>	<u>OVERTIME EXPENDITURES</u>
FY 2012	\$300,000	\$256,961
FY 2013	\$300,000	\$309,686
FY 2014	\$340,000	\$429,644
FY 2015	\$441,990	\$625,000*

*projected amount for FY15

BELTON FIRE DEPARTMENT MONTHLY OVERTIME HOURS WORKED FOR STAFFING

	April	May	June	July	August	September	October	November	December	January	February	March	TOTAL
FY13	27.50	189.00	331.00	462.00	431.75	96.00	400.50	411.50	347.50	33.50	207.00	275.50	3212.75
FY14	435.50	427.00	437.00	650.00	471.00	618.25	586.50	645.00	918.00	329.25	604.50	911.00	7033.00
FY15	965.00	725.50	624.00	900.50	1060.00	1119.75	1039.50	1262.00	1414.75				9111.00

SECTION IV
B



**CITY OF BELTON
CITY COUNCIL INFORMATION FORM**

AGENDA DATE: January 20, 2015

ASSIGNED STAFF: Jay C. Leipzig, Director

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

ISSUE

Approve a Resolution to adopt a North Scott Corridor Plan for the City of Belton, Missouri.

REQUESTED COUNCIL ACTION

Approve the proposed Resolution to adopt the North Scott Corridor Plan for the City of Belton.

BACKGROUND

The City Council has actively been working on improving the primary gateways and corridors within the community of Belton. In this regard, the Community and Economic Development Department was allocated funds to hire a planning consultant to develop the North Scott Corridor Plan.

After an extensive selection process, a Committee comprised of City staff, a Planning Commission member and a City Council member selected Confluence to oversee this effort. The Consultant began meeting with staff and steering committee members for the North Scott project, to create a general framework for the development of the Corridor Plan. The Steering Committee met September 29, November 6 and December 11, 2014.

In addition, two public meetings were held to receive comment and to build public consensus for the project as it moved forward. Public meetings were held on October 13, 2014 and December 11, 2014. The meetings were well attending and included representatives from the community, Planning Commission, City Council and City staff.

On January 5, 2015, the Confluence design team presented an overview of the North Scott Corridor Plan to the Planning Commission. The Commission voted to recommend approval to the City Council.

STAFF RECOMMENDATION

Approve the Resolution adopting the North Scott Corridor Plan.

ATTACHMENTS

- Resolution
- North Scott Corridor Plan

SECTION IV
C



**CITY OF BELTON
CITY COUNCIL INFORMATION FORM
TUESDAY, JANUARY 20, 2015 / 7:00 P.M.**

DATE: January 20, 2015
 ASSIGNED STAFF: Robert G. Cooper, City Planner
 DEPARTMENT: Community Planning & Development

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

CASE # TA14-17

An Ordinance amending Section 40-4(1), Entitled "Residential-Manufactured Home Communities" of the Belton Unified Development Code.

BACKGROUND:

The Unified Development Code (UDC) was formally adopted by the City of Belton on January 1, 2011.

Since its adoption, the UDC has undergone several text amendments, including Section 40-4(1), Residential Manufactured Home Communities, which deals with site placement, bulk requirements and construction. However, in June 2014, it was determined that provisions in the definitions Section of the Unified Development Code were not consistent with the requirements as stipulated in Section 40-4(1), which resulted in a comprehensive review from staff as directed by the Planning Commission.

Staff met with the owners and representatives of all the manufactured home communities in the City of Belton to present draft copies of the proposed Ordinance and achieve consensus on various issues in regard to the language of the Ordinance. These meetings, to gain consensus, were held on October 18 and November 5, 2014.

On November 5th, during the second managers/owners meeting with city staff, the group was able to reevaluate and fine-tune the language and reach a general consensus.

On November 17th, the Planning Commission held a public hearing, and following the staff report and discussion, the Commission voted in favor of the Ordinance as presented.

Then, approximately one week later, staff received written comments from various members of the manufactured home parks from within the city with additional comments, ideas and suggested language changes. Due to the fact the public hearing segment had expired, staff held an internal administrative meeting, which included the city attorney, and a decision was made to proceed with the Ordinance as accepted by the Planning Commission and for staff to provide a written response addressing the questions previously submitted by the manufactured home park owners/managers. Attached to the proposed Ordinance are written responses to all of the park owner's and manager's concerns.

PLANNING COMMISSION RECOMMENDATION(S):

The Planning Commission recommends approval of the text amendment to Section 40-4(1), of the Unified Development Code as presented.

ATTACHMENTS:

1. Proposed Text Amendment to Section 40-4(1) of the Unified Development Code pertaining to the provisions related to Manufactured Homes.

AN ORDINANCE AMENDING SECTION 1-5, ENTITLED "GENERAL DEFINITIONS" AND SECTION 40-4, ENTITLED "RESIDENTIAL-MANUFACTURED HOME COMMUNITIES" OF THE BELTON UNIFIED DEVELOPMENT CODE.

WHEREAS, the City of Belton adopted the Unified Development Code ("UDC") December 13, 2011; and

WHEREAS, the Belton Planning Commission held public hearings to solicit comment on proposed amendments to the UDC at regular meetings on August 18, 2014 and November 17, 2014; and

WHEREAS, the Belton Planning Commission voted by a majority of those present to recommend approval of the proposed amendments to the UDC

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

Section 1. That Section 1-5, entitled "General definitions", of the Belton Unified Development Code is hereby amended with the deletion of the stricken language:

~~*Manufactured home residential design.* A manufactured home which satisfies the following additional criteria:~~

- ~~(1) — Minimum dimensions of 22 feet in width and 40 feet in length;~~
- ~~(2) — The pitch of the roof of the manufactured home has a minimum vertical rise of four feet for each 12 feet of horizontal run and the roof finished with a type of shingle that is commonly used in standard residential construction in the city;~~
- ~~(3) — All roof structures provide an eave projection of no less than 12 inches, exclusive of any guttering;~~
- ~~(4) — The exterior siding consists of vinyl or metal horizontal lap siding (whose reflectivity does not exceed that of low luster white paint), wood, or hardboard, comparable in composition, appearance and durability to the exterior siding commonly used in construction in the city;~~
- ~~(5) — Is set up in accordance with the recommended installation procedures of the manufacturer and the standards set by the National Conference of States on Building Codes and Standards and published in "Manufactured Home Installations, 1987" (NCS BCS A 225.1), and a continuous, permanent masonry foundation or masonry curtain wall, or poured concrete wall, unpierced except for required ventilation and access, is installed under the perimeter of the residential design manufactured home;~~
- ~~(6) — Stairs, porches, entrance platforms, ramps and other means of entrance and exit to and from the home are installed or constructed in accordance with~~

- ~~the standards set by the building code and attached firmly to the primary structure and anchored securely to the ground; and~~
- (7) ~~Has substantially the appearance of an on-site, conventionally built, single family dwelling.~~

Section 2. That Section 40-4 (1) entitled "Residential- Manufactured home communities", subsection (e) and subsection (f), of the Belton Unified Development Code is hereby amended with the addition of the underlined language, and the deletion of the stricken language:

Sec. 40-4. - Uses subject to conditions.

The following uses are allowed by right in certain zoning districts, provided additional criteria for approval are met.

(1) Residential—Manufactured home communities.

- a. Manufactured homes may only be located for occupancy or occupied if located on a designated ~~lot~~ space within an existing manufactured home community.
- b. Redevelopment of existing manufactured home communities shall be permitted under this regulation where fifty percent of the homes are removed and/or replaced as a part of the redevelopment, or where there are privately-initiated improvements to the public infrastructure, including but not limited to water lines, electrical lines and sewer systems. A detailed site plan shall be submitted in accordance with the requirements contained herein. The site plan shall include the location of all streets within the community, all open spaces and common areas, and each proposed manufactured home ~~lot~~ space. Each proposed ~~lot~~ space shall include the required parking and patio areas, and shall show the boundaries of each space in accordance with the area and setback requirements of these regulations.
- c. All redeveloped manufactured home communities shall meet the following minimum community requirements/improvements:
 1. Manufactured home community locations shall conform to the city's comprehensive plan, as amended.
 2. Manufactured home communities shall be platted as one lot in accordance with local subdivision regulations.

3. Manufactured home communities shall contain a minimum gross area of 15 acres, which may include all private streets, parking spaces, manufactured home spaces and common areas within the community.
4. Manufactured home communities and ~~lots~~ spaces shall be located on a well-drained site, properly graded and maintained to ensure proper drainage and freedom from stagnant pools of water.
5. Manufactured home communities shall be provided with at least two permanent entrances both of which shall be at least 35 feet in width.
6. There shall not be more than 7 manufactured homes per gross acre within a manufactured home ~~park~~ community.
7. Manufactured home communities shall only be used for residential purposes, customary and incidental accessory uses common to residential districts, and service buildings as permitted by this ~~Ordinance of this~~ section but not be used for commercial sale of manufactured homes, unless specifically authorized by valid occupational license.
8. A sidewalk of at least 42 inches shall be constructed along at least one side of each street within the manufactured home community, except on turn around (cul-de-sac) streets, in accordance with city construction standards.
9. A minimum of 500 square feet of recreational or open space shall be provided per manufactured home space. Each recreational ~~hall~~ or open space shall contain a minimum of 5,000 square feet in area, and shall be fully developed when the community is 50 percent occupied. If the development of the tract is shown to be divided into phases on the approved plan, ~~park~~ recreational or open space ~~areas~~ may also be phased if the amount of ~~park land~~ recreational or open space is equivalent to 500 square feet for each manufactured home space in each phase; if this ~~park land~~ recreational or open space is fully improved when the appropriate phase is 50 percent occupied; and if each ~~park~~ recreational or open space ~~area~~ is accessible via a paved road or sidewalk to all residents within the developed areas of the manufactured home park. All developed ~~park or open space areas~~ recreational or open space shall be maintained in a neat and usable manner with at least the improvements shown on the approved site plan.

10. Every space within a manufactured home community shall be provided with public sanitary sewer and public water service with all utility lines constructed in accordance with city approved plumbing, sanitary and other construction codes. Water and sewer lines under all streets shall be the same diameter and materials as required for public streets and shall loop or connect to each other as is practical. All utility lines, including electrical service, shall be placed underground.

11. No manufactured home space shall be located further than 300 feet from a fire hydrant.

12. All manufactured home communities shall be surrounded by a 10-foot-wide landscaped screen, ~~which shall be approved by the planning commission for its adequacy as a visual barrier.~~

13. Sidewalks and streets shall be adequately lighted at night so to be consistent with the standards established by the American Public Works Association for ~~mobile~~ manufactured home communities.

d. All existing and redeveloped manufactured home communities must meet the following requirements:

1. Each manufactured home shall be provided with a weather-tight durable container with a tight fitting cover for refuse. The ~~park~~-community owner shall ensure that containers are emptied regularly at least weekly, and maintained in a usable sanitary condition. Refuse containers and trash shall not be stored in the open, on the grass or in ~~the~~ parking areas.

2. A storm shelter consistent with the International Code Council (ICC) 500 Standard shall be provided which is sufficient to accommodate two persons per manufactured home and shall be located ~~throughout~~ within said ~~park~~ community so that no manufactured home is more than 600 feet away from a storm shelter. In addition, the storm shelter shall be architecturally compatible with surrounding structures. If necessary, more than one storm shelter may be provided to meet capacity and location requirements.

3. All landscaped areas must be capable of preventing soil erosion and of eliminating objectionable dust. In addition, all private walkways, driveways, parking lots or public walkways must be maintained in good repair.

4. Community buildings or laundry facilities may be provided within a manufactured home ~~park~~-community. However, such service buildings may not occupy more than 5 percent of the area of the ~~park~~community. Service buildings shall be located, designed, and only intended to serve the residents of the ~~park~~-community and shall present no visible evidence of their commercial character from any area outside the ~~park~~-community. In addition, service buildings must be architecturally compatible with surrounding structures.

5. Sanitary conditions within any manufactured home ~~park~~-community shall be consistent with the regulations of the state board of health, clean water commission, other state regulatory agencies and ordinances of the city.

6. All manufactured home ~~parks~~-communities and individual spaces shall be maintained in a neat and presentable manner consistent with the ~~City of Belton International Property Maintenance Code~~ city's property maintenance code.

7. No manufactured home shall be parked or permitted to stand upon any public street, highway, road, alley or other such right-of-way for more than 24 hours unless approved by the city council for the purpose of temporarily supervising or policing a construction project.

e. New installations of manufactured homes, regardless of age, in existing and redeveloped communities must meet the following requirements:

- ~~1. Individual manufactured home spaces within a park shall have a minimum area of 5,000 square feet each.~~
- ~~2. Every manufactured home space shall have at least 40 feet of frontage on a paved curbed and guttered street constructed to city street standards. Turnaround streets (cul-de-sacs) shall have a minimum diameter of 80 feet.~~
- ~~3. No manufactured home shall be located closer than 20 feet from any property line bounding the manufactured home park community.~~
- ~~4. Minimum building setbacks shall be provided on each manufactured home space measured from the space boundaries as shown on the manufactured home park community site plan, as follows:
i. *Minimum front yard: 22 feet.*
ii. *Minimum rear yard: 10 feet.*~~

~~iii. Minimum side yard: 10 feet for any one and 17 feet for the other.~~

- ~~51.~~ All manufactured homes shall front facing a street within the manufactured home park community. (The front of a manufactured home shall contain its narrowest width). Where topography or the configuration of the entire manufactured home community makes it appropriate, manufactured home spaces may be arranged with the long side fronting the street. In addition, manufactured homes shall not be positioned vertically, stacked with one over the other, in whole or in part in the manufactured home community.
- ~~62.~~ Every manufactured home shall be placed on a solid concrete slab or on two four-foot wide concrete runners with a design strength adequate to support the structure as certified by a state licensed engineer or be consistent with the rules of the Department of Economic Development — Chapter 124 — Manufactured Home Tie Down Systems. Each transportable section of a manufactured home shall be placed on such slab or runner. Every manufactured home shall be installed according to the home manufacturer's installation instructions, the Missouri Public Service Commission and the Department of Housing and Urban Development's Manufactured Housing Improvement Act ("HUD Regulations").
- ~~7.~~ Each manufactured home space shall be provided with two paved off-street parking spaces designed in accordance with the off-street parking requirements of these regulations.
- ~~83.~~ Each manufactured home shall may have a separate enclosed accessory structure ~~of at least 64 square feet with a height of at least 5 feet~~ with a maximum size of 120 square feet for storage located on a concrete slab where an on-space enclosed garage is not provided. ~~The accessory structure may not exceed 8 feet tall, 8 feet wide, by 12 feet long.~~ Accessory structures in the manufactured home park community shall be architecturally compatible in design and shall be maintained in good repair at all times.
- ~~9.~~ Each manufactured home shall be provided with landscaping to at least include two shade trees with a planted caliper of at least 1½ inches.

- ~~104.~~ Each manufactured home space shall be provided with an electrical source supplying at least 200 amps and natural gas, in accordance with city standards and construction codes.
- ~~115.~~ Each manufactured home shall be entirely skirted to a solid surface within 30 days after placement in a park community by enclosing the open area under the unit with a metal or synthetic material that is compatible with the exterior finish of the manufactured home, and must be ventilated in accordance with the Missouri Public Service Commission and HUD Regulations. In addition, all hitches must be removed from the home within 30 days of installation.
- ~~126.~~ Each manufactured home space shall may be provided with a paved patio area other than a parking space. Each manufactured home space shall may be provided with a minimum 6 feet by 8 feet front deck, and/or a 3 feet by 5 feet rear deck.
- ~~137.~~ All manufactured homes shall be blocked in accordance with manufacturer specifications or, if specifications are not available, a sealed report from a structural engineer licensed for such installations in the State of Missouri.
- ~~148.~~ Tie-downs and ground anchors shall secure all manufactured homes to the ground in accordance with state and laws federal laws and manufacturers specifications ~~and shall at least include anchors at each corner of the manufactured home and at the center of the length of the manufactured home frame.~~
- ~~159.~~ No manufactured home may be located in the 100-year floodplain.
- ~~1710.~~ Stairs, porches, entrance platforms, ramps and other means of entrance and exit to and from the homes shall be installed or constructed in accordance with the standards set by the building code.
- ~~1811.~~ Each manufactured home shall have the general appearance of an on-site, single-family dwelling.

f. Expansion of existing manufactured home communities.

1. When an existing manufactured home community approved prior to the date of this ordinance expands to an area not previously approved for manufactured home community

use, the new area must be appropriately zoned and a detailed site plan shall be submitted in accordance with this section.

2. All new areas shall be designed, approved and improved in accordance with section 40-4(1)c., d., and e.
3. Individual manufactured home spaces within the new area of the community shall have a minimum area of 5,000 square feet each.
4. Every manufactured home space within the new area of the community shall have at least 40 feet of frontage on a paved curbed and guttered street constructed to city street standards. Turnaround streets (cul-de-sacs) shall have a minimum diameter of 80 feet.
5. No manufactured home within the new area of the community shall be located closer than 20 feet from any property line bounding the manufactured home community.
6. Minimum building setbacks shall be provided for each manufactured home space in the new area of the community, and shall be measured from the space boundaries as shown on the approved manufactured home community site plan, as follows:
 - i. Minimum front yard: 22 feet.
 - ii. Minimum rear yard: 10 feet.
 - iii. Minimum side yard: 10 feet for any one and 17 feet for the other.
7. Each manufactured home space in the new area shall be provided with two paved off-street parking spaces designed in accordance with the off-street parking requirements of these regulations.
8. Each manufactured home in the new area shall be provided with landscaping to at least include two shade trees with a planted caliper of at least 1½ inches.

39. As a condition of approval of any such ~~addition~~expansion, the following requirements of these sections must be complied with in the existing areas of the manufactured home ~~park~~community:

Requirement	Code Section
Community uses	40-4(1)c.7.
Paved streets, space widths	40-4(1)e.2-f.4.
Off-street parking	40-4(1)e.f.7.
On-lot landscaping	40-4(1)f.98.
Garbage containers	40-4(1)d.1.
Electrical service	40-4(1)e.104.
Skirting	40-4(1)e.115.
Tie-downs	40-4(1)e.148.
Street lighting	40-4(1)c.13.
Storm shelters	40-4(1)d.2.
Unexposed surface areas	40-4(1)e.3.(v)

Sanitary codes	40-4(1)c.10.
Community landscaping	40-4(1)c.12.

g. Nonconformities. Manufactured homes, regardless of age, which were located in a manufactured home community prior to _____, 2015, which do not meet the requirements of the revisions to Section 40-4, adopted on _____, 2015, shall be considered lawful, nonconforming structures. As such, they may continue to exist so long as they remain otherwise lawful, provided that no increase in their nonconformity shall occur.

1. If a nonconforming building or structure is damaged or destroyed by fire, explosion, flood or other means that is not within control of the property owner to an extent of more than 60% of the development value, any replacement building or structure must fully meet the Unified Development Code. However, single family dwellings may be fully reestablished in any zoning district in compliance with subsection (2).

2. A nonconforming building or structure may be repaired, reconstructed or restored provided that no new nonconformities are created and that the existing degree of nonconformity is not increased. A building permit must be obtained for such rebuilding, restoration, repair or reconstruction within six months of the date of damage or destruction, and the construction must be initiated within one year of issuance of the building permit and diligently pursued. If a building permit is not obtained within six months or the repairs or restoration are not initiated within one year of the issuance of the building permit, and diligently pursued, then the building or structure and use may be reestablished only if it fully complies with the Unified Development Code.

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

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

Mayor Jeff Davis

Approved this ___ day of _____, 2015.

Mayor Jeff Davis

ATTEST:

Patricia A. Ledford, City Clerk

APPROVED AS TO FORM:

City Attorney

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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was regularly introduced for first

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

AYES:0 COUNCILMEN:

NOES:0 COUNCILMEN:

ABSENT: 0 COUNCILMEN:

Patricia A. Ledford, City Clerk

SECTION IV
D

REVISED BOOT BLOCK POLICY
ADOPTED BY ORDINANCE #2010-3660
ON October 26, 2010

Date Received: _____

PURPOSE

1. To establish policy and procedures which organizations must follow when conducting boot blocks in the City of Belton. Organizations requesting boot blocks shall be nonprofit charitable organizations registered with the State of Missouri.

RESPONSIBILITY

- 1 The City will restrict the total number of boot blocks to no more than a total of six (6) in one year and no more than one (1) in any given month. Hours of operation will be restricted to the period from sunrise to sunset.
- 2 When a nonprofit charitable organization wishes to hold a boot block within the City of Belton, approval must be obtained from the City Council. Approval of the request will be granted only if the requesting nonprofit charitable organization agrees to follow the procedures outlined below.
- 3 Violation of the procedures herein stated will result in the permanent barring of that specific nonprofit charitable organization from conducting any future boot blocks.
4. The Police Department shall have the authority to monitor and supervise any boot block being conducted to ensure that the authorized organization is in compliance with the procedures set forth in this policy. The Police Department shall also have the authority to suspend and/or revoke the book block permit of any organization that violates the City of Belton Boot Block Policies and Procedures.

PROCEDURES

- 1 Charitable organizations must personally appear before the City Council and request permission to hold a boot block. Applications for boot blocks must be submitted at least 30 days prior to the planned date of boot block. The boot block shall be limited to two (2) consecutive days unless approved by the City Council. Boot Blocks shall only be allowed at the intersection of Highways Y and 58 unless specifically approved by the City Council.
2. Charitable organizations must indicate date and time of the day that they desire to hold the boot block; purpose of the boot block; and what charitable cause the

money will be used for; NOTE: Each charitable organization is limited to not more than one boot block in a year.

- 3 Organizations must place an article or advertise to the public in the local newspaper prior to the BOOT BLOCK the purpose of the fundraiser, the date, time, and intersection at which the boot block is being conducted.
- 4 Signs must be conspicuously displayed and visible to drivers approaching from all directions at the intersection to advise the public of the name of the permitted organization and what charity the boot block is being held to benefit. All signs, trash, and debris shall be removed upon completion of the boot block
- 5 All individuals working the boot block shall comply and be governed by the following rules.
 - a. Must be at least 18 years of age and be members of the nonprofit charitable organization.
 - b. Must wear some type of identifying insignia; i.e., T-shirt, vest, safety vest, etc., which displays the name of the charitable organization gaining from the boot block.
 - b. No more than four (4) individuals may work in the intersection at any one time unless approved by the City Council.
 - c. All individuals must restrict their work movement distance within the intersection to a distance not greater than 100' back of the intersection. Further, at no time will individuals stop or impede the normal flow of traffic.
 - d. No vehicle belonging to individuals working the Boot Block may be parked in the street right-of-way.

Date and time for boot block: _____

Contact Information:

Name: _____ **Address:** _____

City: _____ **Phone #:** _____

I, _____ President of our organization
(Name)

(Charitable Organization Name, Address, and Phone Number)

do hereby certify that I have read the rules and regulations regarding boot blocks in the City of Belton, Missouri, and agree that our organization will comply with the rules and regulations set out by the Belton City Council. Failure to comply with these rules and regulations will result in forfeiture of the boot block. Our organization also agrees to hold harmless the City of Belton, Missouri, and its officers and employees and the Belton Police Department, by signing the attached Hold Harmless Agreement.

HOLD HARMLESS AGREEMENT

Agreement must be signed before your boot block is approved.

I/We _____

(Individual, organization or company participating)

agree to fully and completely release and discharge the City of Belton, Missouri and the Belton Police Department, its officers, agents, servants or employees from any and all claims or suits arising from our boot block and further agree to indemnify and hold harmless the City of Belton and the Belton Police Department, its officers, agents, servants or employees from and against any claims, damages, losses and expenses resulting in whole or in a part from my/our activities during the boot block.

Signature _____ *Date* _____

Organization _____

BILL NO. 2010-70

ORDINANCE NO. 2010-3660

AN ORDINANCE ADOPTING A BOOT BLOCK POLICY FOR THE CITY OF BELTON, MISSOURI.

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

Section 1. That a boot block policy is hereby adopted by the City of Belton, Missouri. A copy of the policy 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.

Duly read two (2) times and passed this 26th day of October, 2010.

Approved this 26th day of October, 2010.

Mayor Jimmy Odom

Mayor Jimmy Odom

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 26th day of October, 2010, and thereafter adopted as Ordinance No. 2010-3660 of the City of Belton, Missouri, at a regular meeting of the City Council held on the 26th day of October, 2010, after the second reading thereof by the following vote, to-wit:

AYES: 8 COUNCILMEN: Davis, Neff, Lathrop, Cooper, Davidson, Loughridge,
Hoag, Mayor Odom
NOES: 0 COUNCILMEN: None
ABSENT: 1 COUNCILMEN: Savage

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

SECTION IV
E

Sec. 2-428. - Tuition assistance.

All regular full-time employees with at least one full year of service with the city shall be eligible for tuition assistance in accordance with the following requirements and stipulations:

- (1) The course must be sponsored by a college or university which has been accredited by a State agency on a credit-award basis;
- (2) Course material must relate directly to the employee's current position or to his or her preparation for promotion; and
- (3) Correspondence courses may be acceptable for assistance if all other requirements are met.

Sec. 2-429. - Reimbursement.

Reimbursement shall be made on the cost of tuition only and will not include books, fees, special supplies, paper instruments, or other equipment. The cost of any travel involved shall be borne by the employee. All classes must be scheduled during off-duty hours. Fifty percent of the tuition shall be reimbursed for a grade equivalent or better than a C (2.0 on a 4.0 scale).

Sec. 2-430. - Procedure.

Prior to beginning a course of instruction, for which reimbursement will be claimed, an employee must verify that the course is acceptable for reimbursement. This must be done by letter submitted to the personnel officer. Upon receipt of written notice that the course qualifies for reimbursement, the employee may continue processing his or her training plan.

Sec. 2-431. - Completion.

Upon successful completion of an approved course, applicant may initiate a request for reimbursement. Request must be substantiated by a "paid" receipt from the university or college, showing the amount paid for tuition. Employee must provide a written statement from the registrar indicating that he or she has successfully completed the course and giving the grade attained. Reimbursement will be made through the same procedure used for paying other obligations of the city on the next appropriations ordinance. The reimbursement will not exceed the current cost of graduate or undergraduate credit hours for "in-state" students at the University of Missouri-Kansas City and is limited to a maximum reimbursement of \$3,000 per budget year. Additionally, employees who separate from City service are responsible for repaying any educational benefits per the following schedule. This schedule is measured from the date when each course was completed.

<u>Employee separates from the City before 12 months</u>	<u>100% must be repaid</u>
<u>Employee separates from the City between 13-18 months</u>	<u>67% must be repaid</u>
<u>Employee separates from the City between 19-24 months</u>	<u>33% must be repaid</u>
<u>Employee separates from the City any time after 25 months</u>	<u>No repayment due</u>

SECTION IV

F



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: January 20, 2015

DIVISION: Public Works

COUNCIL: Regular Meeting Work Session Special Session

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

ISSUE/RECOMMENDATION:

David Naumann of Burns & McDonnell will assist staff with the explanation of purpose and benefits.

Currently the City of Belton (City) provides water service to the Northwest Cass County Water Resource District (the NWCCWRD). The contract established for this service has expired but service continues under the terms of the expired contract while a new agreement is negotiated. It is considered best to perform a study to evaluate the appropriateness of the current rates the City charges NWCCWRD and to investigate alternative rate structures for this service.

Similar to the studies conducted by the City’s partners such as KCMO and the LBVSD soon, the appropriateness of the current rates will be evaluated through analysis of the City’s water utility costs summarized in the recently released Fiscal Year 2014 financial statements, comparing costs associated with providing water service to NWCCWRD to revenues received in FY 2014. Benefits of the study are expected to include:

- An evaluation of the sufficiency of rates currently charged for water service provide to NWCCWRD. It is important to both parties that the rates be equitable and fair. This evaluation will provide a foundation from which the next agreement may be negotiated.
- Evaluation of up to two alternative rate structures under which water services may be priced. Alternative rate structures will consider factors such as equity, revenue stability, ease of understanding, and adaptability to future conditions.
- During the course of the study, several data items from the City will be reviewed including billing information, operation and maintenance expense reports, fixed asset data, and other data sets. Burns & McDonnell will offer observations the City may consider to enhance data where applicable for the benefit of future rate analysis.

The proposed cost is \$14,900 and staff is recommending that the City limit their contribution for the study to \$4,900 that pays for the value described in bullet point three above. The City portion of the cost would be spent from the Water-Engineering line item of the FY15 approved budget.

PROPOSED CITY COUNCIL MOTION:

Approve the expenditure in a not to exceed amount of \$14,900 of which \$10,000 is reimbursed by the Northwest Cass County Water Resource District upon completion of the study,

BACKGROUND:

The City of Belton has been providing drinking water to the Northwest Cass County Water Resource District for many years, and the two are working closely on a long-term relationship. This study will be the basis for a new water purchase agreement.

IMPACT/ANALYSIS: FINANCIAL IMPACT

Contractor:		Burns & McDonnell
Amount of Request/Contract:	\$	\$14,900 - \$10,000 from Loch Lloyd
Amount Budgeted:	\$	None
Funding Source:		Water- Engineering
Additional Funds:	\$	N/A
Funding Source:		N/A
Encumbered:	\$	N/A
Funds Remaining:	\$	N/A

STAFF RECOMMENDATION, ACTION, AND DATE:

Approve as described

LIST OF REFERENCE DOCUMENTS ATTACHED:

Ordinance

Memorandum of Understanding: Intergovernmental Cooperation Agreement Between the City of Belton, Missouri and the Northwest Cass County Water Resource District

Attachment A

Burns & McDonnell Proposal Letter 01.12.2015

Burns & McDonnell Terms & Conditions

BILL NO. 2015-

ORDINANCE NO. 2015-

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A COOPERATIVE AGREEMENT WITH THE NORTHWEST CASS COUNTY WATER RESOURCE DISTRICT, MISSOURI REGARDING A WATER RATE STUDY.

WHEREAS, within their respective jurisdictions, the City and the Northwest Cass County Water Resource District (NWCCWRD) have the responsibility and authority derived from the laws of the State of Missouri to provide drinking water services;

WHEREAS, the City and the NWCCWRD both believe that intergovernmental cooperation is an effective way under existing law to manage impacts and opportunities that extend across jurisdictional boundaries and that a cooperative effort between the jurisdictions can add value to the funds used to meet the needs of both communities;

WHEREAS, the City and the NWCCWRD desire to work cooperatively to conduct a water rate study strictly for the benefit of the two parties and a potential long term contract; and

WHEREAS, the City desires to work with the NWCCWRD for the purpose of the setting forth the parties' rights and obligations with respect to the financing of the water rate study project.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Belton, Missouri as follows:

SECTION 1. That this action be based on the Cooperative Agreement.

SECTION 2. That the Mayor of the City is authorized and directed to act on behalf of the City once the City receives a fully executed agreement from NWCCWRD.

SECTION 3. This Ordinance shall be in full force and effect from and after the date of its passage and approval, and until the City and the NWCCWRD receives the deliverables as described in Exhibit A.

PASSED THIS _____ DAY OF _____ 2015, BY THE CITY COUNCIL OF THE CITY OF BELTON, MISSOURI.

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

Mayor Jeff Davis

Approved this ____ day of _____, 2015.

Mayor Jeff Davis

ATTEST:

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

STATE OF MISSOURI)
) 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, Missouri 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 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
City of Belton, Missouri

Exhibit A to Ordinance No. 2014-

**INTERGOVERNMENTAL COOPERATION AGREEMENT
REGARDING THE VILLAGE OF LOCH LLOYD WATER RATE STUDY PROJECT**

INTERGOVERNMENTAL COOPERATION AGREEMENT

between the

CITY OF BELTON, MISSOURI

and the

NORTHWEST CASS COUNTY WATER RESOURCE DISTRICT

REGARDING THE

COST OF SERVICE ANALYSIS & DRINKING WATER RATE STUDY

Dated as of: January __, 2015

INTERGOVERNMENTAL AGREEMENT

This INTERGOVERNMENTAL COOPERATION AGREEMENT (Agreement) is entered into as of January ___, 2015, by and between the CITY OF BELTON, MISSOURI (Belton), a political subdivision of the State of Missouri, and the NORTHWEST CASS COUNTY WATER RESOURCE DISTRICT (NWCCWRD), a political subdivision of the State of Missouri.

RECITALS

A. Within their respective jurisdictions, NWCCWRD and Belton have the responsibility and authority derived from the laws of the State of Missouri to provide drinking water services; and

B. Belton and NWCCWRD recognize that those services provided by each jurisdiction have extra-jurisdictional impacts; and

C. Belton and NWCCWRD both believe that intergovernmental cooperation is an effective way under existing law to manage impacts and opportunities that extend across jurisdictional boundaries and that a cooperative effort between the jurisdictions can add value to the funds used to meet the needs of both communities; and

D. Both parties desire to continue a long term relationship and before NWCCWRD will enter into a new long term water purchase contract with Belton, it requests and Belton agrees to provide a cost of service analysis and water rate study (Study) to determine Belton's cost to supply water to NWCCWRD and an appropriate rate structure for NWCCWRD; and

E. Belton and NWCCWRD desire to enter into this Agreement to set forth the mutual understanding of the parties with respect to the Study and the administration of and anticipated payments of shared costs for the Study.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Belton and NWCCWRD hereby agree as follows:

ARTICLE I REPRESENTATIONS

Section 1.1. Representations by NWCCWRD. NWCCWRD represents as follows:

a. Existence. NWCCWRD is a political subdivision, duly organized and existing under the laws of the State of Missouri.

b. Authority. NWCCWRD has authority to enter into this Agreement and to carry out its obligations under this Agreement. By proper action of its Board,

NWCCWRD has been duly authorized to execute and deliver this Agreement, acting by and through its duly elected Board.

c. Agreement not a Breach. The execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement and the performance of or compliance with the terms and conditions of this Agreement by NWCCWRD will not conflict with or result in a breach of any of the terms, conditions or provisions of or constitute a default under, any mortgage, deed of trust, lease or any other restriction or any agreement or instrument to which NWCCWRD is a party or by which it or any of its property is bound, or any order, rule or regulation of any court or governmental body applicable to NWCCWRD or any of its property, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of NWCCWRD under the terms of any instrument or agreement to which NWCCWRD is a party.

d. Conflicts. No official or employee of NWCCWRD has any significant or conflicting interest, financial or otherwise, in the Project or in the transactions contemplated by this Agreement.

e. Future Actions. NWCCWRD will take all actions necessary to for the Study in accordance with this Agreement and with all applicable federal and state laws, rules and regulations.

f. Litigation. There is no litigation or proceeding pending or threatened against NWCCWRD affecting the right of NWCCWRD to execute or deliver this Agreement or the ability of NWCCWRD to comply with its obligations under this Agreement.

Section 1.2. Representations by Belton. Belton represents as follows:

a. Existence. Belton is a political subdivision, duly organized and existing under the laws of the State of Missouri.

b. Authority. Belton has authority to enter into this Agreement and to carry out its obligations under this Agreement. By proper action of its governing body, Belton has been duly authorized to execute and deliver this Agreement, acting by and through its duly elected City Council.

c. Agreement Not a Breach. The execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement, and the performance of or compliance with the terms and conditions of this Agreement by Belton will not conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any indenture, mortgage, deed of trust, lease or other agreement or instrument to which Belton is a party or by which it or any of its property is bound or its bylaws or any of the constitutional or statutory rules or regulations applicable to Belton or its property.

d. Conflicts. No official member or employee of Belton has any significant or conflicting interest, financial or otherwise, in the Project or in the transactions contemplated by this Agreement.

e. Future Actions. Belton will take all actions necessary for the Study in accordance with this Agreement and with all applicable federal and state laws, rules and regulations.

f. Litigation. There is no litigation or proceeding pending or threatened against Belton affecting the right of Belton to execute or deliver this Agreement or the ability of Belton to comply with its obligations under this Agreement.

ARTICLE II PROJECT FINANCING AND ADMINISTRATION

Section 2.1. Project Financing. Belton and NWCCWRD shall each utilize local funds to finance the Study in accordance with this Agreement. Both parties agreed to utilize Burns & McDonnell (Consultant) to conduct the study as described in Exhibit A. The estimated cost of the Study is \$14,900. NWCCWRD will pay \$5,000 within ten days of full execution of this agreement and NWCCWRD will reimburse Belton in the amount of \$5,000 upon receiving the final deliverable from Burns & McDonnell that is described in Exhibit A.

Section 2.2 Project Scope; Modifications. During the progress of the Project, Belton and NWCCWRD may, in consultation with selected professional consultants and contractors, agree to make such reasonable changes, including without limitation, modification of the schedule, and any and all such other changes as conditions may dictate; provided, however, that any such modifications shall comply with applicable law and code, subject to any variances and other governmental approvals.

Section 2.3 Contract Administration and Payment. Belton shall serve as the contract administrator and will process related payment applications for Professional Services Contracts. Each payment application under any Professional Services Contract shall be accompanied by a sworn statement of the applicant contractor or consultant listing, as applicable, the total amount of services or work performed and material supplied by such contractor or consultant, and all of their subcontractors and material suppliers; the amount of previous payments; a breakdown allocating the total payments to the applicant contractor or consultant, its subcontractors and materialmen; the amount of any retention; and the balance to complete the services or work. Each statement shall be accompanied by waivers of lien of contractor, its subcontractors and materialmen in the total amount of all payments to be made. Each statement and the waivers of lien shall be in accord with the laws of the State of Missouri.

NWCCWRD and Belton shall jointly review and approve each payment application before payment is made. In accordance with Section 2.1, NWCCWRD will pay \$5,000 within ten days of full execution of this agreement and NWCCWRD will reimburse Belton in the amount of \$5,000 upon receiving the final deliverable from Burns & McDonnell that is described

in Exhibit A and Belton shall make full payment to the provider no later than 30 days from receipt of the payment application.

Section 2.4 Certificate of Completion. Upon completion of all of the Study, Belton and NWCCWRD shall, together with a separate certification of the selected Consultant, sign a Certificate of Substantial Completion in substantially the same form attached as Exhibit B. Execution of the Certificate of Completion by the referenced parties and Consultant shall be conclusive evidence that the Study was completed in accordance with this Agreement and that Belton and NWCCWRD have accepted the Study findings and final report of the Study Consultant and the Study.

Section 2.5 Furnishing of Information. Belton agrees to simultaneously provide NWCCWRD with complete copies of all documents and all information furnished to the Consultant for the Study that are relevant to NWCCWRD. Belton further agrees that all findings and analyses by the Consultant that is relevant to NWCCWRD shall be fully and unconditionally shared with NWCCWRD, including all supporting documents and data.

ARTICLE III GENERAL PROVISIONS

Section 3.1 Successors and Assigns. This Agreement shall be binding on and shall inure to the benefit of the parties named herein and their respective successors and assigns, provided that this Agreement shall not be assigned without the prior written consent of all parties hereto.

Section 3.2 Remedies. Except as otherwise provided in this Agreement, in the event of any default in or breach of any term or condition of this Agreement by either party, or any successor, the defaulting or breaching party shall, upon written notice from the other party, proceed immediately to cure or remedy such default or breach, and, shall, in any event, within thirty (30) days after receipt of notice, commence to cure or remedy such default. If such cure or remedy is not taken or not diligently pursued, or the default or breach is not cured or remedied within a reasonable time, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including without limitation proceedings for injunctive relief or proceedings to compel performance by the defaulting or breaching party.

Section 3.3 Force Majeure and Other Extensions of Time for Performance. Neither Belton nor NWCCWRD nor any successor in interest shall be considered in breach or default of their respective obligations under this Agreement, and times for performance of obligations hereunder shall be extended, in the event of any delay caused by force majeure, including, without limitation, for purposes of this Agreement, legal proceedings, orders of any kind of any court or governmental body, acts of God, any court order or judgment resulting from any litigation affecting the validity of this Agreement, or other like causes beyond the responsible party's reasonable control. The party claiming any extension caused by force majeure shall, within thirty (30) days after the event of force majeure, notify the other party in writing of the occurrence of such event and shall have the burden of proof in establishing such cause.

Section 3.4 Notices. Any notice, demand, or other communication required by this Agreement to be given to either party hereto to the other shall be in writing and shall be sufficiently given or delivered if dispatched by certified United States first class mail, postage prepaid, or delivered personally to, or sent by electronic mail and addressed as hereinafter specified:

Belton:

City Manager
City of Belton, Missouri
City Hall
506 Main Street
Belton, Missouri 64012
rtrivitt@belton.org

City Clerk
City of Belton, Missouri
City Hall
506 Main Street
Belton, Missouri 64012
pledford@belton.org

with a copy to:

Aaron G. March
White Goss Bowers March Schulte & Weisenfels
4510 Belleview, Suite 300
Kansas City, Missouri 64111
amarch@whitegoss.com

NWCCWRD:

General Manager
NWCCWRD
140 East Loch Lloyd Parkway
Vlg of Loch Lloyd, MO 64012
littlewaynea@hotmail.com

With a copy to:
Arnold L. Aurand
Crouch, Spangler, & Douglas
117 S. Lexington, PO Box 280
Harrisonville, MO 64701
aaurand@csdlaw.net

or to such other address with respect to either party as that party may, from time to time, designate in writing and forward to the other as provided in this paragraph.

Section 3.5 Choice of Law. This Agreement shall be taken and deemed to have been fully executed, made by the parties in, and governed by the laws of the State of Missouri for all purposes and intents.

Section 3.6 Entire Agreement; Amendment. The parties agree that this Agreement constitutes the entire agreement between the parties and that no other agreements or representations other than those contained in this Agreement have been made by the parties. This Agreement shall be amended only in writing and effective when signed by the authorized representatives of both parties.

Section 3.7 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute one and the same instrument.

Section 3.8 Severability. If any term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect, to the extent the remainder can be given effect without the invalid provision.

Section 3.9 Mutual Assistance. The parties agree to take such actions, including the execution and delivery of such documents as may be necessary or appropriate to carry out the terms, provisions and intent of this Agreement and which do not impair the rights of the affected party as such rights exist under this Agreement, and to aid and assist each other in carrying out said terms, provisions and intent.

Section 3.10 Approvals. Unless specifically provided to the contrary herein, all approvals of Belton hereunder may be given by the City Manager or his/her designee without the necessity of any action by the City Council. The Belton City Manager, at his/her discretion, may seek the advice or consent of the City Council for any requested approval.

ARTICLE IV MISCELLANEOUS

Section 4.1 Release. Neither Belton nor NWCCWRD shall be liable to the other for damages or otherwise in the event that this Agreement is declared invalid or unconstitutional in whole or in part by the final judgment of any court of competent jurisdiction, and by reason thereof either Belton or NWCCWRD is prevented from performing any of the covenants and agreements herein. All covenants, stipulations, promises, agreements and obligations of Belton and NWCCWRD shall be deemed to be the covenants, stipulations, promises, agreements and obligations of Belton and NWCCWRD and not of any of their governing body officers, agents, or employees in their individual capacities. No elected or appointed official, employee or representative of Belton or NWCCWRD shall be personally liable to the other party in the event of a default or breach by any party under this Agreement.

Section 4.2 Recitals and Exhibits. The representations, covenants, and recitations set forth in the foregoing recitals and the exhibits attached to this Agreement are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they

were fully set forth in this Section, and the appropriate exhibits are incorporated into each section of this Agreement that makes reference to an exhibit.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers or officials.

Executed by NWCCWRD the _____ day of _____, 2015.

NWCCWRD

By: _____
Warren Keith, Chairman Board of Supervisors, NWCCWRD

(Seal)

Attest:

Howard Withey, Secretary
NWCCWRD

STATE OF MISSOURI)
)
COUNTY OF)

On this _____ day of _____, 2015, before me, a Notary Public in and for said state, personally appeared Warren Keith and Howard Withey, the Chairman and Secretary, respectively, of the Board of Supervisors of the NWCCWRD, a political subdivision, known to me to be the persons who executed the within instrument on behalf of the said District, who acknowledged to me that they executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Notary Public

(Seal)

My commission expires:

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers or officials.

Executed by Belton the ____ day of _____, 2013.

THE CITY OF BELTON, MISSOURI

By: _____
Jeff Davis, Mayor

(Seal)

Attest:

City Clerk/Administrator

STATE OF MISSOURI)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2013, before me, a Notary Public in and for said state, personally appeared Jeff Davis, who acknowledged himself to be the Mayor of the City of Belton, Missouri, and that he, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Notary Public

(Seal)

My commission expires:

EXHIBIT A

Burns & McDonnell Scope and Fee Proposal

EXHIBIT B

CERTIFICATE OF FINAL COMPLETION OF STUDY

The undersigned, the City of Belton, Missouri, a political subdivision of the State of Missouri ("Belton"), the NWCCWRD, Missouri, a political subdivision of the State of Missouri ("NWCCWRD"), hereby certify as follows:

1. That Belton and NWCCWRD entered that certain Intergovernmental Cooperation Agreement dated as of _____ 2015 ("Intergovernmental Agreement") detailing their respective rights and obligations with respect to the Drinking Water Rate Study (Study).

2. That, as of _____, 2015, the Study scope thereof, has been finally completed in accordance with the Intergovernmental Agreement.

4. This Certificate of Final Completion is being issued by Belton and NWCCWRD in accordance with the Intergovernmental Agreement to evidence satisfaction of all their respective obligations and covenants with respect to the Project or functional part thereof.

5. Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Intergovernmental Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers or officials.

Executed by Belton the ____ day of _____, 2013.

CITY OF BELTON, MISSOURI

By: _____
Jeff Davis, Mayor

(Seal)

Attest:

City Clerk/Administrator

CITY OF NWCCWRD, MISSOURI

By: _____
Steve Dennis, Mayor

(Seal)

Attest:

City Clerk/Administrator

ATTACHMENT A

Project Understanding

The City of Belton's (City) treated water supply is obtained through contract agreement with the City of Kansas City, Missouri. The City owns, operates and maintains a water storage, transmission, and distribution system serving retail customers inside and outside the City limits. Additionally the City contracts to provide treated resale water via master meter connections, including the Northwest Cass County Water Resource District (the NWCCWRD). Retail rates consist of a minimum bill, a fixed charge for debt service, and a volume charge for usage in excess of 1,500 gallons per month. Contract rates have a similar structure.

A rate study was performed for the City approximately three years ago. The City may conduct a more comprehensive rate study in the future. However, at this time the City wishes to perform a limited cost of service analysis to better understand the specific costs attributable to the resale service it provides the NWCCWRD and to examine alternative rate structures for that service. It is important to both the City and the NWCCWRD that the equity of the current resale rates be understood as a foundation for future, mutually beneficial water projects that may be considered.

Project Approach

Burns & McDonnell proposes to analyze the cost to serve the NWCCWRD by evaluating financial and operating data from the most recently completed and audited Fiscal Year, which is understood to be March 31, 2014. Our approach to rate analysis is based on an industry accepted and proven three-step process that involves establishing the revenue requirements, allocating revenue requirements to customer classes, and developing proposed rates.

Task 1 – Initiate Project

Burns & McDonnell will initiate the project immediately upon authorization to proceed from the City.

Task 1.1 Collect Data

Burns & McDonnell has prepared an initial data request included with this letter seeking information and data sources required to perform the analysis. The request for data is considered comprehensive, but as the evaluation proceeds, additional information may be requested as necessary.

Task 1.2 Conduct Kick-off Meeting

Burns & McDonnell proposes to initiate the project by conducting a project kick-off meeting at the City's offices to include representatives of both the City and the NWCCWRD. This meeting will provide the opportunity for Burns & McDonnell's project team to meet with key utility staff, gain further understanding of utility system, and review the project approach, milestones and any issues or concerns. To the extent any requested data is available for delivery, it will be reviewed.

Task 1 Deliverables and Meetings

1. Data request
2. Kick-off meeting with the City and the NWCCWRD

Task 2 – Determination of Net Revenue Requirements

The objective of Task 2 is to establish a revenue requirement based on a historical test year. Burns & McDonnell will examine costs incurred by the water utility in the most recent fiscal year on a cash basis. Generally speaking, cash basis revenue requirements include operation and maintenance expenses, debt

service, revenue financed capital, deposits to reserves, transfers, and any other cash based expenses attributed to the water utility. This information will be based largely on annual financial statements, utility financial reports, and other financial records.

Any miscellaneous revenues that have been used in part to meet revenue requirements will also be determined, such that the revenue requirements allocated to customers are focused on those requirements payable from user charges.

Task 2 Deliverables and Meetings

1. Statement of Net Revenue Requirements
2. Review meeting with the City and the NWCCWRD

Task 3 – Cost of Service Analysis

The objective of Task 3 is to determine the cost of service based on the revenue requirements developed in Task 2, and to subsequently determine the costs reasonably attributable to the NWCCWRD.

Burns & McDonnell will create a cost of service analysis that will equitably allocate the overall revenue requirements to the utility's customer classes utilizing the cash basis. The development of the allocated cost of service will be consistent with industry standards as promulgated by AWWA.

Task 3.1 – Determine Utility Cost Assignments

Burns & McDonnell will functionalize and assign each category of the water system's costs to applicable utility functions following the Base-Extra Capacity methodology. Functions for the water system may include base, maximum day, maximum hour, fire protection, and customer or meter components. If applicable, costs may be subdivided into Common to All and Common to Retail to provide a distinction between costs allocable to all customer classes and those that do not apply to contract customers. Additionally, any contract requirements regarding the applicability of certain costs to the NWCCWRD will also be recognized in the cost of service analysis.

Task 3.2 – Allocate Functional Costs to Classes

Service requirements for each customer class will be estimated for each of the utility cost functions. Unit costs will be applied to each customer class units to assign costs to customer classes in accordance with the service provided.

Task 3.3 – Revenue and Cost of Service Comparison

Burns & McDonnell will prepare a comparison of the allocated cost of service results with the historical revenues received from the NWCCWRD to indicate if revenues under existing rates reasonably recover cost of service, or if revenues under existing rates over- or under-recover cost of service.

Task 3 Deliverables and Meetings

1. Cost of Service Allocation to the NWCCWRD
2. Review Meeting with the City and the NWCCWRD

Task 4 – Development of Proposed Rates

The objective of Task 4 is to develop proposed rates for the NWCCWRD that meet the needs and objectives of the water utility and are equitable to the NWCCWRD.

Burns & McDonnell will assess the existing rate structure for its performance, overall equity in the

recovery of cost from the NWCCWRD, and ability to meet City and NWCCWRD objectives for water rates. A maximum of two rate alternatives will be developed. For each alternative, rates will be designed to generate adequate revenues in accordance with the revenue requirements analysis, reflect the results of the cost-of-service assignment, further the objectives of the City for the utility system, and provide for equitable cost recovery for NWCCWRD water service. Burns & McDonnell will prepare a comparison of typical bills under both the existing and the proposed rates for the NWCCWRD.

Task 4 Deliverables and Meetings:

1. Proposed FY14 NWCCWRD Water Rates
2. Typical Bill Comparison
3. Review Meeting with the City and the NWCCWRD

Task 5 – Report of Findings

Burns & McDonnell will summarize the study results in a preliminary letter report for review by City staff and the NWCCWRD. The letter report will include a summary of findings, to be followed by a description of the analysis completed and identification of the key inputs, assumptions, methodology, and results of the study. Cost of service analysis, assumptions regarding system operation and demand patterns, and applicable transition planning will be discussed as appropriate.

Burns & McDonnell will confer with the City and the NWCCWRD regarding the draft report, and revise as appropriate. The revised report will be finalized with the City and the NWCCWRD. Burns & McDonnell will present the study findings to the NWCCWRD Board of Commissioners at one of its regularly scheduled Board meetings. We are available to present findings to the City Council as an additional task.

Task 5 Deliverables and Meetings:

- Draft and Final Report
- One Presentation to the NWCCWRD Board of Commissioners
- One Presentation to City Council

Project Schedule and Level of Effort

Burns & McDonnell estimates the project will take approximately 90 days to complete. Assuming timely receipt of data and a start date by the end of January, we anticipate having draft results available by the end of March and a final report by the end of April.

Based on the scope of services described herein, Burns & McDonnell estimates the level of effort to complete this project to be approximately 104 hours. Total cost of the project is proposed to be \$14,900 including all related costs and fees. We propose to bill the City monthly based on a percent complete basis. We are prepared to tailor our project approach and related effort and fee to meet the needs of the City of Belton and the NWCCWRD.

Initial Data Request

Financial Reports

1. Audited financial statement from the most recent fiscal year
2. Detailed operation and maintenance expenses for the last fiscal year
3. A breakdown of revenue for the most recent fiscal year showing user charges (rate revenue), interest income, miscellaneous fees, and other revenues as appropriate
4. Existing debt and loan payment schedules

5. A spreadsheet or report of itemized fixed assets including account number, description, original cost, accumulated depreciation, annual depreciation, and net book value. The total values should tie to values included in the most recently audited financial statements.

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13. Maximum fire flow requirements of the water system



January 12, 2015

Mr. Jeff Fisher
Public Works Director
City Hall Annex
520 Main Street
Belton, MO 64012

Dear Mr. Fisher,

This letter follows up our meeting held November 20 at the City of Belton's offices to review the proposed scope, and our subsequent correspondence. Ted and I appreciated the opportunity to meet with you, Wick Withey from the Northwest Cass County Water Resource District (the NWCCWRD), and the NWCCWRD's water engineer HDR represented by Stan Christopher and Ron Hardee. Based on our discussion we have adjusted our scope originally presented to you in September to reflect the feedback received. This letter proposal outlines our understanding of the current needs, our approach to the proposed water rate services, and a proposed schedule and fee estimate for the team's review.

Project Understanding

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Mr. Jeff Fisher
January 12, 2015
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Mr. Jeff Fisher
January 12, 2015
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Mr. Jeff Fisher
January 12, 2015
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Mr. Jeff Fisher
January 12, 2015
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We appreciate the opportunity to serve the City of Belton and the NWCCWRD and welcome your feedback regarding this proposal. Please direct any questions to David Naumann at 816-822-4207 or dnaumann@burnsmcd.com.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeffrey J. Greig".

Jeffrey J. Greig
Senior Vice President

A handwritten signature in black ink, appearing to read "David F. Naumann".

David F. Naumann
Project Manager



TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

Project: Belton/NWCCWRD Rate Analysis

Client: City of Belton, MO

Date of Letter, Proposal, or Agreement: _____

Client Signature: _____

1. SCOPE OF SERVICES

For the above-referenced Project, Burns & McDonnell Engineering Company, Inc. (BMcD) will perform the services set forth in Attachment A, in accordance with these Terms and Conditions. BMcD has relied upon the information provided by Client in the preparation of the proposed scope, and shall rely on the information provided by or through Client during the execution of this Project as complete and accurate without independent verification.

2. PAYMENTS TO BMcD

A. Compensation will be as stated in Attachment A. Statements will be in BMcD's standard format and are payable upon receipt. Time is of the essence in payment of statements, and timely payment is a material part of the consideration of this Agreement. A late payment charge will be added to all amounts not paid within 30 days of statement date and shall be calculated at 0.5 percent per month from statement date. Client shall reimburse any costs incurred by BMcD in collecting any delinquent amount, including reasonable attorney's fees. If a portion of BMcD's statement is disputed, Client shall pay the undisputed portion by the due date. Client shall advise BMcD in writing of the basis for any disputed portion of any statement.

B. Taxes as may be imposed on professional consulting services by state or local authorities shall be in addition to the payment stated in the above-referenced Attachment A.

3. INSURANCE

A. During the course of performance of its services, BMcD will maintain Worker's Compensation insurance with limits as required by statute, Employer's Liability insurance with limits of \$1,000,000, Commercial General Liability with limits of \$2,727,489 per occurrence and in the aggregate, and Automobile Liability insurance with a combined single limit of \$1,000,000.

4. PROFESSIONAL RESPONSIBILITY- LIMITATION OF REMEDIES

A. BMcD will exercise reasonable skill, care, and diligence in the performance of its services and will carry out its responsibilities in accordance with customarily accepted professional practices. If BMcD fails to meet the foregoing standard, BMcD will perform at its own cost, the professional services necessary to correct errors and omissions reported to BMcD in writing within one year from the completion of BMcD's services for the Project.

B. In no event will either party be liable for any special, indirect, or consequential damages including, without limitation, damages or losses in the nature of increased Project costs, loss of revenue or profit, lost production, claims by customers of Client, and/or governmental fines or penalties.

5. PERIOD OF SERVICE AND SCHEDULE

The provisions of this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the services stated in the Proposal. BMcD's obligation to render services hereunder will extend for a period that may reasonably be required for the completion of said services. BMcD shall make reasonable efforts to comply with deliverable schedules (if any) and consistent with BMcD's professional responsibility.

6. COMPUTER PROGRAMS OR MODELS

Any use, development, modification, or integration by BMcD of computer models or programs does not constitute ownership or a license to Client to use or modify such computer models or programs.

7. ELECTRONIC MEDIA AND DATA TRANSMISSIONS

A. Any electronic media (computer disks, tapes, etc.) or data transmissions furnished (including Project Web Sites or CAD file transmissions) are for Client information and convenience only. Such media or transmissions are not to be considered part of BMcD's

instruments of service. BMcD, at its option, may remove all indicia of its ownership and involvement from each electronic display.

B. BMcD shall not be liable for loss or damage directly or indirectly, arising out of Client's use of electronic media or data transmissions.

8. DOCUMENTS

A. All documents prepared by BMcD pursuant to this Agreement are instruments of service in respect of the Project specified herein. They are not intended or represented to be suitable for reuse by Client or others in extensions of the Project beyond that now contemplated or on any other Project. Any reuse, extension, or completion by Client or others without written verification, adaptation, and permission by BMcD for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to BMcD.

B. In the event that BMcD is to reuse, copy or adapt all or portions of reports, plans, or specifications prepared by others, Client represents that Client either possesses or will obtain permission and necessary rights in copyright, patents, or other proprietary rights and will be responsible for any infringement claims by others. Client warrants the completeness, accuracy, and efficacy of the information, data, and design provided by or through Client (including prepared for Client by others), for which BMcD shall rely on to perform and complete its services.

9. ESTIMATES, SCHEDULES, FORECASTS, AND PROJECTIONS

Estimates, schedules, forecasts, and projections prepared by BMcD relating to loads, interest rates and other financial analysis parameters, construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are opinions based on BMcD's experience, qualifications, and judgment as a professional. Since BMcD has no control over weather, cost and availability of labor, cost and availability of material and equipment, cost of fuel or other utilities, labor productivity, construction contractor's procedures and methods, unavoidable delays, construction contractor's methods of determining prices, economic conditions, government regulations and laws (including the interpretation thereof), competitive bidding or market conditions, and other factors affecting such estimates or projections, BMcD does not guarantee that actual rates, costs, quantities, performance, schedules, etc., will not vary significantly from estimates and projections prepared by BMcD.

10. POLLUTION

In view of the uncertainty involved in investigating and recommending solutions to environmental problems and the abnormal degree of risk of claims imposed upon BMcD in performing such services, notwithstanding the responsibility of BMcD set forth in Paragraph 4A to the maximum extent allowed by law, Client agrees to release, defend, and hold harmless BMcD and its officers, directors, employees, agents, consultants and subcontractors from all liability, claims, demands, damages, losses, and expenses including, but not limited to, claims of Client and other persons and organizations, reasonable fees and expenses of attorneys and consultants, and court costs, except where there has been a final adjudication that the damages were caused by BMcD's willful disregard of its obligations under this Agreement for claims arising out of, or in any way relating to, the actual, alleged, or threatened dispersal, escape, or release of, or failure to detect or contain, chemicals, wastes, liquids, gases, or any other material, irritant, contaminant, or pollutant.

11. ON-SITE SERVICES

A. Project site visits by BMcD during investigation, observation, construction or equipment installation, or the furnishing of Project representatives shall not make BMcD responsible for construction means, methods, techniques, sequences, or procedures; for construction safety precautions or programs; or for any construction contractor(s) failure to perform its work in accordance with the contract documents.

12. CHANGES

Client shall have the right to make changes within the general scope of BMcD's services, with an appropriate change in compensation and schedule, upon execution of a mutually acceptable amendment or change order signed by authorized representatives of Client and BMcD.

13. TERMINATION

Services may be terminated by Client or BMcD by seven (7) days' written notice in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. If so terminated, Client shall pay BMcD all amounts due BMcD for all services properly rendered and expenses incurred to the date of receipt of notice of termination, plus reasonable costs incurred by BMcD in terminating the services. In addition, Client may terminate the services for Client's convenience upon payment of twenty percent of the yet unearned and unpaid estimated, lump sum, or not-to-exceed fee, as applicable.

14. DISPUTES, NEGOTIATIONS, MEDIATION

A. If a dispute arises relating to the performance of the services to be provided and, should that dispute result in litigation, it is agreed that the substantially prevailing party (as determined in equity by the court) shall be entitled to recover all reasonable costs of litigation, including staff time, court costs, attorney's fees and other related expenses.

B. The parties shall participate in good faith negotiations to resolve any and all disputes. Should negotiations fail, the parties agree to submit to and participate in a third party-facilitated mediation as a condition precedent to resolution by litigation. Unless otherwise agreed to, mediation shall be conducted under the rules of the American Arbitration Association and shall be held in Kansas City, Missouri.

C. The parties agree that any dispute between them, including any action against an officer, director or employee of a party, arising out of or related to this Agreement, whether in contract or tort, not resolved through direct negotiation and mediation, shall be resolved by litigation in the state or federal courts located in Cass County, Missouri, and each party expressly consents to jurisdiction therein. Any litigation to compel or enforce, or otherwise affect the mediation shall be in state or federal courts located in Cass County, Missouri, and each party expressly consents to jurisdiction therein.

D. Causes of action between the parties shall accrue, and applicable statutes of limitation shall commence to run the date BMcD's services are substantially complete.

15. WITNESS FEES

A. BMcD's employees shall not be retained as expert witnesses, except by separate written agreement.

B. Client agrees to pay BMcD pursuant to BMcD's then current schedule of hourly labor billing rates for time spent by any employee of BMcD responding to any subpoena by any party in any dispute as an occurrence witness or to assemble and produce documents resulting from BMcD's services under this Agreement.

16. CONTROLLING LAW

This Agreement shall be subject to, interpreted and enforced according to the laws of the State of Missouri without regard to any conflicts of law provisions.

17. RIGHTS AND BENEFITS – NO ASSIGNMENT

BMcD's services will be performed solely for the benefit of Client and not for the benefit of any other persons or entities. Neither Client nor BMcD shall assign or transfer interest in this Agreement without the written consent of the other.

18. ENTIRE CONTRACT

These Terms and Conditions and the above-referenced Letter, Proposal, or Agreement contain the entire agreement between BMcD and Client relative to BMcD's services for the Project herein. All previous or contemporaneous agreements, representations, promises, and conditions relating to BMcD's services for the Project are superseded. Since terms contained in purchase orders do not generally apply to professional services, in the event Client issues to BMcD a purchase order, no preprinted terms thereon shall become part of this Agreement. Said purchase order documents, whether or

not signed by BMcD, shall be considered only as an internal document of Client to facilitate administrative requirements of Client's operations.

19. SEVERABILITY

Any unenforceable provision herein shall be amended to the extent necessary to make it enforceable; if not possible, it shall be deleted and all other provisions shall remain in full force and affect.

- END -

SECTION IV
G



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: 01-20-15

DIVISION: Transportation

COUNCIL: Regular Meeting Work Session Special Session

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

ISSUE/RECOMMENDATION:

The City has thoroughly assessed the condition of the roads, curbs, and sidewalks and is working to determine best strategy to funding the needs that total nearly \$20 million to bring those assets to an acceptable level. The City, like almost all other cities across the country, is also facing a substantial shortfall in annual spending levels to maintain the current system. The gas tax has not been adjusted since 1993. Additional annual funding needs for maintenance total approximately \$900,000.

As a result of recent discussions, the City is considering new, cost-effective methods to help residents address sidewalk issues and to partner with residents on similar curb issues. The proposed cost share for sidewalks will be driven primarily by code enforcement, but staff believes a cost share to be appropriate and best for residents. The driveway culvert component of this proposal can be driven by code enforcement, but historically culverts are replaced at the request of property owners and after review by the City’s engineers. The proposed cost share related to curbs is completely voluntary. If a property owner wishes to address a curb issue, they can request a cost share.

PROPOSED CITY COUNCIL MOTION:

Resolution to adopt the proposed Cost-Share Program will be provided at the next City Council Regular Session Meeting.

BACKGROUND:

See information above

IMPACT/ANALYSIS:

In this proposal, the funds committed by the City are limited to labor and equipment but would also include miscellaneous small costs. It is difficult to project the level of participation and therefore the level of labor and equipment that will be necessary. It is possible that if the program has reasonable success that workforce adjustments and additions will need to be made to continue any success.

STAFF RECOMMENDATION, ACTION, AND DATE:

Adoption of a resolution at the next City Council Regular Session Meeting

LIST OF REFERENCE DOCUMENTS ATTACHED:

- Cost-Share Program Guide Draft (Attorney Approved December 2014)
- Cost-Share Program Application Draft
- Cost-Share Program Completion and Evaluation Form Draft
- Cost-Share Program Sidewalk Letter Example

Cost-Share Program Guide Sidewalk, Culverts, and Curbs

Introduction

The City of Belton code requires that property owners maintain the sidewalks abutting their property. In those cases where properties have driveway culverts, the property owner is also responsible maintaining for the drive and culvert in addition to any abutting sidewalks. In all cases, the property owner is responsible for the driveway approach. It has been a long standing City policy that the property owner purchases the culvert and all other necessary materials to maintain the sidewalks, drives and culverts with the City providing the labor and equipment necessary to perform the actual work.

The City has evaluated many alternative approaches to maintaining sidewalks, and drive culverts and has determined that the most cost-effective and best approach for both property owners and the City is a cost share approach. (As an aside, there are advantages to citizens, businesses and the City if curb repair and replacement is performed on a voluntary basis at the same time that the sidewalk, drive and culvert repair work is performed).

Note: The City is committed to addressing sidewalk "trip hazards" each year. This work is performed under a separate City program.

Purpose

Under this cost-share program, property owners may request that the sidewalk, curb, and/or driveway culvert be repaired or replaced under a cost-share agreement between the property owner and the City. Under the cost share program the property owner agrees to pay for all the materials associated and related to the project (concrete, culvert, gravel) with the City providing the labor and equipment. Additionally under the cost share program, the City's required right of way (ROW) permit is waived. Again, the program is believed to be a cost-effective solution for all involved.

Driveway culverts are typically driven by owner concerns and request, but the City codes can be utilized to require replacement in some cases where the culvert is not functioning properly and poses a public hazard.

Replacement of curb is strictly a voluntary program that gives the public the option to replace curb segments in front of their property sooner than the City might otherwise. Sidewalk replacement can be voluntary in some cases but will primarily be driven by code enforcement.

Note: It is not guaranteed that an application for participation in the cost-share program will be approved for many reasons. Most notably applications for participation to repair sidewalks damaged as a result of recent private construction activities or similar activities will likely be denied. Applications for participation to repair sidewalks, curbs or culverts which do not warrant repair or replacement will also likely be denied. Volume of work performed each year may be limited depending on demand and availability of resources. Requests may be delayed until next construction season.

Eligibility

The City inspects sidewalks routinely and will be not only raising public awareness of this program but will also be notifying property owners when they have sidewalks in poor or failed condition and that the sidewalk segments must be replaced the following year

The City inspects all sidewalk and curb segments on a routine basis and determines failed and poor segments that need to be replaced. The highest priority sidewalks, curbs, and culverts are those that are structurally failed or in poor condition. The second priority is those curbs that are deteriorating rapidly due to poor materials; short missing sidewalk segments; and sidewalk approaches at intersections.

Process

Property owners with poor-to-failed sidewalk segments will be notified by the Transportation Division. Property owners concerned with their sidewalk either because they received a notification or otherwise and property owners that are concerned with the condition of their curb or driveway culvert may complete a Cost-Share Program application and submit it to the Transportation Division at any time.

Requests for replacement of sidewalk or curb segments and driveway culverts will be evaluated by City staff on a case-by-case basis. In many cases, requests for sidewalk and curb segments will be lumped together into bigger projects where economies of scale can be achieved to possibly reduce costs to property owners and result in a more efficient replacement project. If it is determined there is a need to replace a short sidewalk or curb segment by itself, it may include a "short load" cost charged by the concrete provider that the property owner will need to agree to pay in advance. Replacement of driveway culverts may be required by the City in rare cases where the condition of the culvert is causing issues that affect the neighbors or safety of the roadway and will be processed according to the adopted protocol described in this packet.

The schedule for replacement will depend on volume of requests, season of the year requested, and City workload. However, it will be a priority to honor and complete all requests that are determined to be eligible and necessary. It is difficult to provide an idea of the level of material costs that a property owner should expect, but for example:

- 1) Material costs to replace approximately 20 'of curb in front of a standard driveway should be between \$200 and \$250.
- 2) Material costs to replace 20' x 4' existing sidewalk with no real challenges should be between \$200 and \$250
- 3) Material costs to replace a 15" culvert, 20' long, with 2 end sections under a gravel driveway should be between \$400 and \$800.

Once each **SIDEWALK OR DRIVEWAY CULVERT** (not including curb) project is complete, including site restoration (dirt, grass seed, etc.) that is the responsibility of the City, the property owner is required to inspect the project with City staff present and sign the Cost-Share Program Completion/Evaluation form approving the project and accepting responsibility for all maintenance from that date forward.

The City encourages property owners to collaborate on replacement schedules and funding to address poor to failed sidewalk and curb segments that overlap property lines to be effective with use of resources. Approval of all applications will depend on condition and need determined by the Transportation Division and/or the City Engineer and availability of funding each year.

Note: If a property owner chooses to replace sidewalk or curb on their own because they are replacing a driveway approach for example, then the owner will be responsible for all costs and is required to have a right of way permit before doing any work.

All revenues collected through this program will be administered through the Transportation Division annual budget and spent on this program.

All questions and applications regarding this program should be made to Jaime Crow at jcrow@belton.org or 816-331-9455.



COST-SHARE PROGRAM APPLICATION Sidewalks, Curbs, and Driveway Culverts

City of Belton Public Works Department
City Hall Annex, 520 Main Street, Belton, MO 64012
Phone: 816-331-4331 ▪ Fax: 816-331-6973

Location of Work: _____ Property is: Commercial Residential
Owner Name: _____ Phone #: _____
Mailing Address: _____ Fax #: _____
_____ Email: _____

Representative Name (if different): _____ Phone #: _____
Mailing Address: _____ Fax #: _____
_____ Email: _____

Cost-Share Item (This section is to be completed by City Staff.)

Curb Replacement Sidewalk Replacement Driveway Culvert
Customer Cost: _____ Customer Cost: _____ Customer Cost: _____

Description of Work: _____

Total Amount Due From Customer: _____ GL Code: CRC
Public Works Staff Name _____ Applicant has met all above requirements.
Public Works Staff Signature _____ Date _____

Work described above will be completed no later than 120 days after this application has been signed and approved by both parties and customer's cost for the project has been paid to the City.

I have read and I understand the City of Belton's Cost-Share Program. Upon review and acceptance of this application, the City will prepare a plan and/or description of the necessary repairs. If work on private property is necessary to complete the repair, the Property Owner will sign a Temporary Construction Easement provided by the City or the work will not be able to be completed. I agree to either deposit funds to cover those costs of the improvements not covered under the Cost-Share Program within 10 business days of being notified in writing or to withdraw this application and repair the item to a safe condition in a timely manner.

Customer Signature: _____ Date: _____



COST-SHARE PROGRAM COMPLETION/EVALUATION

City of Belton Public Works Department
City Hall Annex, 520 Main Street, Belton, MO 64012
Phone: 816-331-4331 Fax: 816-331-6973

Project Completion

I have inspected the completed project and agree that it is complete and of good workmanship, and I now accept responsibility for maintenance from this date forward.

Customer Signature: _____ Date: _____

Project Evaluation

Please indicate your satisfaction with this Cost-Share Program by using a grade of 1-5, 5 being the best.

1 - 2 - 3 - 4 - 5

Please indicate your satisfaction with the quality of the work by using a grade of 1-5, 5 being the best.

1 - 2 - 3 - 4 - 5

Please provide additional comments here:



City Hall Annex
520 Main Street
Belton, MO 64012
816-331-4331
Fax: 816-331-6973

Date

Property Owner

Belton, MO 64012

Property Owner,

If you are not the property owner of the above address, please notify the Transportation Division immediately at 816-331-9455.

The City of Belton Transportation Division has completed an inspection of the sidewalks in Ward 1. During the inspection, it was determined that ### feet of sidewalk abutting your property is considered poor or failed.

Per the Unified Development Code, Section 36-108 (2), the City requires that property owners maintain the sidewalks abutting their property. Due to the condition of the sidewalk, the City requires repairs to be made within a year from the date of this letter.

Many alternatives to maintaining the sidewalks cost effectively to both property owners and the City have been evaluated, and subsequently a cost-share approach is believed to be best. Under a cost-share agreement, the property owner agrees to pay for all associated materials and the City provides the labor and equipment. Additional information about the cost-share agreement including the application can be found on the City's website at www.belton.org.

After submitting the application, a City representative will calculate the material cost for the work and will go over the information with you.

For additional information or to answer any questions, please contact the Transportation Division at 816-331-9455.

Respectfully,

C. David Frazier
Transportation Superintendent

SECTION IV
H



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: 01-20-2015

DIVISION: Engineering

COUNCIL: Regular Meeting Work Session Special Session

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

ISSUE/RECOMMENDATION:

The City Engineer will give a report on the progress and status of the ongoing Markey Parkway Project and the preliminary design effort of the Mullen-North Cass Parkway project under the Transportation Development District (TDD).

PROPOSED CITY COUNCIL MOTION:

None

BACKGROUND:

Both projects are funded through TDD. Markey Parkway has been a long anticipated project that will create opportunities for new development and provide an alternative transportation corridor for the community. Similarly, the Mullen-North Cass Parkway improvements will be important to the long-term welfare of the community and the North Cass County area.

IMPACT/ANALYSIS:

N/A

STAFF RECOMMENDATION, ACTION, AND DATE:

None

LIST OF REFERENCE DOCUMENTS ATTACHED:

None