



**CITY OF BELTON  
CITY COUNCIL  
WORK SESSION  
TUESDAY, MAY 5, 2015 – 7:00 p.m.  
CITY HALL ANNEX  
520 MAIN STREET  
AGENDA**

I. CALL WORK SESSION TO ORDER

II. ITEMS FOR REVIEW AND DISCUSSION

A. REPORT BY THE PUBLIC WORKS STAFF REGARDING THE CONTRACT WITH INSITUFORM TECHNOLOGIES TO REDUCE INFLOW & INFILTRATION.

Council communication sheet attached.

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B. REVIEW OF AGREEMENT WITH CANDID MARKETING & COMMUNICATIONS TO IMPLEMENT A MARKETING PROGRAM FOR BELTON.

Agreement attached.

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C. ECONOMIC DEVELOPMENT UPDATE.

Jay Leipzig will report.

D. REPORT ON PROPOSED REORGANIZATION PLAN FOR THE POLICE DEPARTMENT.

A draft organizational chart is attached.

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E. DISCUSSION OF POSSIBLE OPTION FOR TEMPORARY LOCATION OF COMMUNITY RECYCLING BINS.

Fire Chief Norman Larkey has suggested that the recycling bins could be placed behind Fire Station No. 2.

F. REPORT ON CLEAN-UP PLAN FOR CITY PROPERTY ON WEST MARKEY.

A clean-up plan estimate is attached.

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G. REPORT ON STATUS OF INFORMATIONAL KIOSKS ON MAIN STREET.

Jay Leipzig will report.

H. OTHER BUSINESS

III. ADJOURN

**SECTION II**  
**A**



## CITY OF BELTON CITY COUNCIL INFORMATION FORM

**AGENDA DATE:** May 5, 2015

**DIVISION:** Water Services/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 type="checkbox"/> Discussion | <input checked="" type="checkbox"/> FYI/Update | <input type="checkbox"/> Presentation | <input type="checkbox"/> Both Readings |

**ISSUE/RECOMMENDATION**

A progress update will be given and videos will be shown regarding the ordinance approved on October 14, 2014 to award a contract to Insituform Technologies to reduce inflow & infiltration (I&I) of the 36 inch interceptor feeding the wastewater treatment and have this section of the interceptor lined.

**PROPOSED CITY COUNCIL MOTION**

N/A

**BACKGROUND**

In August of 2013 a study was completed of the 36 inch interceptor sewer line to determine its condition and the extent of infiltration that exists. On October 14, 2014 the City Council approved an ordinance to have this section of the interceptor lined (CIPP) by Insituform Technologies. The length of this section of sanitary sewer is 13,870 feet. The condition of the actual pipe appears to be in good from sonar data provided and the CCTV. However, the video at the time showed that there were several stringers, drippers, runners and gushers that existed due to the absence of gaskets and due to aging and/or poorly placed joint gaskets when constructed. These areas caused unwanted flow from rains, ground water and creeks that increase storm water flow volumes into the treatment plant that were being treated along with the sewer that is to be treated. Because of the worked performed during the last 5 months by InSituForm Technologies these issues no longer exist within this section of the interceptor.

**IMPACT/ANALYSIS:**

**FINANCIAL IMPACT**

|                             |                         |              |                  |
|-----------------------------|-------------------------|--------------|------------------|
| Contractor:                 | Insituform Technologies |              |                  |
| Amount of Request/Contract: | \$                      | 1,959,481.88 | already approved |
| Amount Budgeted:            | \$                      | n/a          |                  |
| Funding Source:             |                         | n/a          |                  |
| Additional Funds:           | \$                      | n/a          |                  |
| Funding Source:             |                         | n/a          |                  |
| Encumbered:                 | \$                      | n/a          |                  |
| Funds Remaining:            | \$                      | n/a          |                  |

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

N/A

**LIST OF REFERENCE DOCUMENTS ATTACHED:**

N/A

**SECTION II**  
**B**



CITY OF BELTON  
CITY COUNCIL INFORMATION FORM

**MEETING DATE:** May 5, 2015

**ASSIGNED STAFF:** Jay C. Leipzig, AICP, Director, Community and Economic 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 |

**ISSUE**

A quality marketing and branding program is vital to the credibility and success of the City’s economic development initiatives. Staff is recommending entering into contract with Candid Marketing & Communications to implement a marketing and branding program that will continue to raise the profile of Belton among stakeholders, existing businesses, site selectors and peers in the Kansas City region.

**REQUESTED COUNCIL ACTION**

No action at this time, discussion item only.

**BACKGROUND**

In the FY2016 adopted budget, a total of \$5,000 is budgeted for the purpose of marketing economic development. This amount allows us very basic marketing. Staff has developed a positive working relationship with KCP&L Economic Development. Due to their Local Partners Program, a program that financially assists local partners in KCP&L’s service area, we have an opportunity to take our marketing efforts to the next level.

KCP&L has consultants in varying fields that they consistently work with. These consultants cater to the economic development industry. Candid Marketing & Communications is their consultant for marketing. Because of their partnership, we have the opportunity to use Candid Marketing & Communications’ services at a discounted rate and are eligible for cost sharing through KCP&L. (Cost sharing is only possible when using KCP&L’s consultants.) The scope of work and contract from Candid Marketing & Communications is \$11,700. KCP&L has approved the City of Belton’s cost sharing application and has issued a check. This check pays \$6,700 toward the total cost of the \$11,700, leaving a balance owed by the City in the amount of \$5,000.

Candid Marketing & Communications has extensive experience working with municipalities of all sizes to spur economic development through messaging and award winning graphic design. They will develop a marketing material “tool box” that includes brochures, business retention reports and materials, annual report, advertisements (including artwork for the I-49 billboard), proposal template for RFI responses, PowerPoint templates, e-newsletter design and layout, and banner stand display and materials.

**IMPACT/ANALYSIS**

|  |                 |
|--|-----------------|
| Total Amount of Contract   | \$11,700        |
| KCP&L Local E. D. Partners Program   | (\$ 6,700)      |
| <b>Balance Due</b>   | <b>\$ 5,000</b> |
| Funding Source for Marketing FY2016<br>(224-0000-400-3505 & 224-0000-400-3605) | \$ 5,000        |

**STAFF RECOMMENDATION**

Staff recommends approval of the contract with both reads at the next City Council meeting (May 12, 2015).

**ATTACHMENTS**

- Partial Candid Marketing & Communications Client List
- Candid Marketing & Communications Awards since 2009 – 21
- Candid Marketing & Communications Scope of Work and Contract



# A Few of Our Clients







# We Know Economic Development

With a robust practice area in economic development, **candid** is well-versed and knowledgeable about the intricacies of marketing, co-branding with alliances and partners and promoting projects, communities and development to site selectors, consultants, government officials and community leaders.

## Award-Winning

Our work in economic development marketing has been recognized with 21 awards since 2009, including:



Two IEDC Awards



One Missouri EDC Award



Four IABC Quills



Nine Business Marketing Association Fountain Awards



One Non-Profit Connect Philly Award



Four Hermes Creative Awards





## Scope of Work and Contract: City of Belton Economic Development

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### Focus Groups/Key Messaging Sessions

To develop solid messaging that complements a cohesive branding and marketing program for the City of Belton's Economic Development Department, **candid** will hold up to two key messaging sessions or one-on-one interviews with City staff, business owners and other key economic development stakeholders. The goal of the sessions is to identify key attributes that will help shape a brand strategy for the City's Economic Development efforts and develop talking points for internal and external audiences.

### Brand Position Development

After the key messaging sessions, **candid** will create a meaningful brand position and strategy. The brand position will set the tone and approach for all outreach and marketing collateral materials. This process may also include the development of a descriptor or tagline.

### Brand Standards Guide

Once a logo has been adopted, **candid** will create a simple brand style guide that coordinates core design elements, including logo, typography, color and tagline to create a clear and consistent visual image throughout all collateral materials, online presence and communications efforts.

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### Marketing Plan Development + Implementation Support

**candid** will work in partnership with the City's team to develop a strategic marketing and communications plan that utilizes a variety of high-impact channels. **candid** will take a long-term approach, looking at marketing activities and outreach throughout Belton's 2015 – 16 fiscal year.

The marketing plan will include an implementation recommendation to increase awareness and visibility of the City's Economic Development efforts among key stakeholders, community and civic leaders, existing businesses, site selectors, as well as regional and national consultants and economic development peers in and around the Kansas City region.



Once a comprehensive marketing strategy and long-term plan is in place, **candid** will work closely with staff to coordinate and implement the communication and outreach activities.

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### **Marketing Material Tool Box**

Create a "tool box" of marketing and communications materials that incorporates the new message/brand for multiple audiences. Or, refresh the City's existing materials with new messages and look and feel. Deliverables include:

- Develop brochures and one sheets
  - Business retention reports and materials
  - Annual report
  - Advertisements, including seasonal artwork for I-49 billboard
  - Proposal template for RFI responses
  - PowerPoint templates
  - E-newsletter design and layout
  - Banner stand display and materials
-



**Timeline: April – July 2015**

**Cost: \$11,700**

The fees outlined in this proposal include **candid's** strategic marketing consultation, plan development, creative conceiving and execution (copywriting and design services), media relations, media planning and placement, project management, research and coordination. These services will be provided at our KCP&L Local Partners Program discounted rate of \$75/hour.

Outside costs to implement the plan may vary due to the scope of the project. Estimates will be provided for approval prior to implementation. Costs included in the implementation spend may include:

- Printing of marketing materials (costs vary by color, quantity and scope of project)
- Advertising placement costs
- Postage for direct mail efforts or other external communications
- Email subscription fees
- Delivery/courier charges
- Purchasing promotional items
- Photography
- Talent for broadcast and print advertising
- Web development and programming fees
- Video production services
- Travel



## Client Agreement for City of Belton Economic Development

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This Client Agreement (the "**Agreement**") is dated April 13, 2015 (the "**Effective Date**") and is between **candid**, LLC, a Missouri limited liability company ("**candid**"), and the City of Belton Economic Development ("**Client**").

The parties agree as follows:

### 1. **Scope of Work; Payment; and Term**

**1.1 Services.** Client hereby engages **candid** to provide certain services and deliverables to Client (collectively, the "**Deliverables**"), all of which shall be described in the Scope of Work, which shall be attached to this Agreement as Scope of Work. Multiple statements of work may be attached to this Agreement as Exhibit A. Each statement of work shall be individually referred to in this Agreement as a "**SOW**" and collectively as "**SOWs**".

**1.2 Payment.** **candid** and Client shall use best efforts to resolve any disputed invoices. Upon the expiration or termination of this Agreement, for any reason and at any time, all sums due to **candid** by Client shall be immediately due and payable to **candid** and Client shall pay the same to **candid** immediately upon said termination or expiration. Notwithstanding anything contrary in this Agreement, Client's obligations to pay **candid** as outlined in this Agreement shall survive the expiration or termination of this Agreement.

**1.3 Payment Schedule and Terms:** Client shall pay **candid** a fixed fee of \$11,700 for all work performed under this Statement of Work in three installments, the first of which is due upon contract execution in the amount of \$5,850, followed by two installments of \$2,925 in June and July 2015. Invoices are rendered the first of each month with payment expected net 15 days.

**1.4 Term and Termination.** The initial term of this Agreement shall commence on April 13, 2015 and continue through July 31, 2015 unless either party delivers to the other party written notice, not less than 30 days prior to the end of the term, stating that the party desires not to continue this Agreement.





If, in good faith, either party determines that the other party has materially breached this Agreement, or that the continuation of this Agreement or the relationship provided for in this Agreement will damage the reputation or goodwill of such party, then that party shall notify the other party of such breach and the breaching party shall have 15 days to cure the breach. If the breach is not cured within 15 days, then the non-breaching party may terminate this Agreement upon 7 days written notice to the other party, provided said written termination notice is delivered to the breaching party within 15 days of the expiration of the 15 day cure period. If this Agreement is terminated early, then the parties shall use their best efforts to fulfill their obligations under this Agreement for the remainder of the Term following a notice of termination.

## 2. Intellectual Property

**2.1 Defined Terms. "Work Product"** means, collectively, without limitation, all Deliverables; writings; works of authorship; inventions; experiments; discoveries; ideas; inventions; experimental processes; experimental results; technology; computer programs; computer applications; software design; web design; algorithms; audiovisual programs; source code; object code; screen formats and flow charts; hardware and software designs; engineering and manufacturing techniques; contracts; agreements; documents; negotiations; information or databases regarding customers, clients, vendors, suppliers, consultants, employees, independent contractors, licensees, or licensors; know-how; strategies; techniques; plans; formulae; notes; communications; procedures; processes; financial information; accounting; pricing policies; cost information; licensing policies; business plans or projections; service policies; work in process; research; publications; databases; specifications; manuals; results; developments; reports; graphics; drawings; sketches; market studies; product plans; product designs; styles; models; manufacturing information; marketing information; advertising information; sales information; and all printed, physical and electronic copies, improvements, rights and claims related to all of the foregoing, and other tangible embodiments thereof. **"Intellectual Property"** means, collectively, without limitation, rights in and to all Work Product and Deliverables, as well as any and all rights in and to copyrights, trade secrets, trademarks and service marks (and related goodwill), patents and other intellectual property rights in or to all of the foregoing, arising in any jurisdiction throughout the world and all related rights of priority under international conventions with respect thereto, including all pending and future applications



and registrations for any of the foregoing regardless if such pending or future applications are published or unpublished, and continuations, divisions, continuations-in-part, reissues, extensions and renewals to any of the foregoing.

3. **Mutual Nondisclosure of Confidential Information.** As a result of this Agreement, each party (the "**Receiving Party**") is likely to obtain access to the Confidential Information of the other party (the "**Disclosing Party**"). During the Non-Disclosure Period, the Receiving Party shall not disclose to any person, partnership, or entity, or use for the Receiving Party's own benefit any Confidential Information of the Disclosing Party. As used herein, "**Confidential Information**" means, without limitation, (a) all of the Disclosing Party's oral or written information or data disclosed to the Receiving Party which, under the circumstances, would appear to a reasonable person to be confidential or proprietary, including without limitation all Work Product and Intellectual Property of the Disclosing Party; and (b) any information or data of the type described above furnished to the Disclosing Party by third parties which is disclosed to the Receiving Party which the Disclosing Party has assumed obligations of confidentiality. Upon termination of this Agreement for any reason, the Receiving Party shall promptly deliver to the Disclosing Party all software, data, memoranda, notes, records, copies, and other documents and repositories of information (and all copies thereof) constituting or relating to such Confidential Information which the Receiving Party may then possess.

4. **Reasonableness of Restrictions.** Each party represents and warrants that it has carefully read and considered the provisions in this Agreement and, having done so, agrees that the restrictions set forth in this Agreement are fair and reasonable and are reasonably required for the protection of the interests of the other parties.





## 5. Miscellaneous.

**5.1 Disclaimer.** **candid** does not warrant, represent, or guaranty that (a) its services or the Deliverables will be free from error; or (b) the marketing campaign created by it will be profitable or will have success. **candid** shall not be liable for any loss of profits, sales, or revenues, loss of use, interruption of business or damages arising out of the services provided by **candid** under this Agreement.

**5.2 Independent Contractor Status.** **candid** is an independent contractor and not an employee of Client and is therefore fully responsible for its activities and performance. **candid** has no authority to make any agreements or undertakings on behalf of Client without the prior approval of Client.

**5.3 Promotion and Publication.** Client may publish or disclose information regarding the Work and shall acknowledge the support of **candid** in all such publications. **candid** may use the Client name and logo as part of a client list, promotion and marketing materials, including sales packages and news releases, and social media outlets.

**5.4 Entire Agreement.** This Agreement sets forth the complete and entire agreement between the parties relating to the subject matter hereof and supersedes any and all other agreements, negotiations, discussions, proposals, or understandings, whether oral or written, previously entered into, discussed, or considered by the parties relating to the subject matter hereof.

**5.5 Attorney's Fees.** If either party alleges that the other party made a misrepresentation in this Agreement or that the other party has breached any covenant or warranty in this Agreement, then the prevailing party shall be entitled to reimbursement of all of its costs and expenses, including reasonable attorneys' fees, incurred in connection with such dispute, claim or litigation, including any appeal therefrom. For purposes of this Section 5.5, the determination of which party is to be considered the prevailing party shall be decided by the court of competent jurisdiction or independent party (i.e., mediator or arbitrator) that resolves such dispute, claim or litigation.

The parties have executed this Agreement as of the date first above written.



Invoice preference: email  mail

If email, please list email address(s) : \_\_\_\_\_

\_\_\_\_\_

If mailed, please list to what attention (i.e., Accounts Payable, etc.) or special instructions \_\_\_\_\_

\_\_\_\_\_

**candid, LLC**

**CLIENT:**

Sign: 

Sign: \_\_\_\_\_

Print: Sara Freetly-Grubb

Print: \_\_\_\_\_

Title: Exec. Vice President + Partner

Title: \_\_\_\_\_

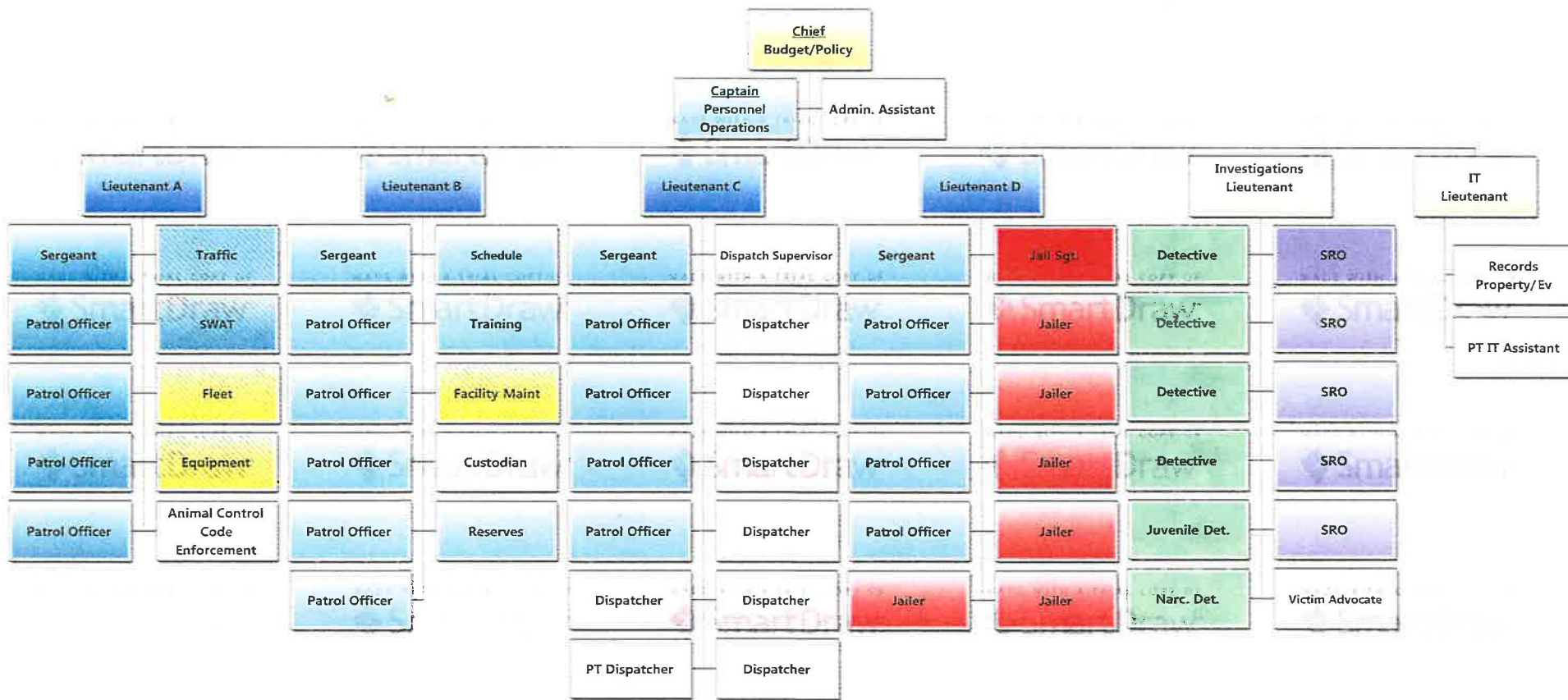
Date: 4.13.15

Date: \_\_\_\_\_

# **SECTION II**

## **D**

# Draft



**SECTION II**  
**F**

## Ron Trivitt

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**From:** Jeff Fisher  
**Sent:** Thursday, April 30, 2015 2:08 PM  
**To:** Ron Trivitt  
**Cc:** David Frazier  
**Subject:** RE: Markey Property Clean-up

There is no labor included for PW. It is just an estimate and high is better for providing you estimated costs at this point. Of course and as always, staff will do it as cost-effectively as possible. If you have any ideas for controlling costs, please let us know.

| Work Task                          | Completed by           | Due Date                   | Notes  | Estimated Costs<br>(No personnel costs) |
|------------------------------------|------------------------|----------------------------|--|---|
| Removal of Orange Barrels          | Transportation         | Week of May 4              | Found one recycler that may be interested. If not, will need dumpsters | \$1,050                                 |
| Metal Scrap Removal                | Transportation         | Week of May 4              | Haul with PW Trucks and place in metal dumpster                        | \$150 revenue                           |
| Brush Hog Work                     | Transportation         | Now                        |  | N/A                                     |
| Remove brush from against building | Transportation         | Week of May 12             |  | N/A                                     |
| Grade work                         | Water Services         |                            | Dozer needed. Seed??   | \$4,000                                 |
| Board up building                  | Transportation         | Week of May 12             |  | \$750                                   |
| Remove any items left in garage    | Each Department        | Now                        |  | N/A                                     |
| Weld doors shut                    | Vehicle Maint.         | Now                        |  | N/A                                     |
| Brush burning                      | Fire / Trans           | Last thing                 | Dozer need to pile brush, burn permit                                  | N/A                                     |
| Remove/Scrap Loader                | Transportation         | Need to plan removal       |  | \$500 revenue                           |
| Remove / Scrap Burner              | Transportation         | Need to plan removal       |  | \$500 revenue                           |
| Dig out storm pipe                 | Water Services         | Week of May 4              |  | N/A                                     |
| Trash Removal                      | PD/Community Service   | anytime now through May 15 | Is this something for community service?                               | \$700                                   |
| Remove / Scrap old sirens          | Transportation         | Week of May 4              |  | \$200 revenue                           |
| Remove Solid Waste / Poop          | Water Services         | Now                        | Need clothes pins for nose:)   | \$5 for clothes pins                    |
| Paint over Graffiti???             | Transportation / Water | When everything complete   |  | \$50                                    |