



**CITY OF BELTON  
CITY COUNCIL  
REGULAR MEETING  
TUESDAY, SEPTEMBER 8, 2015 – 7:00 PM  
CITY HALL ANNEX  
520 MAIN STREET  
AGENDA**

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

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

- A. Motion approving the minutes of the August 25, 2015, City Council regular meeting.

Page 7

- B. Motion approving the Kansas City Metropolitan Crime Commission’s Crime Stoppers annual contract for FY2016 in the amount of \$2,500.

This purchase is within budget.

Paperwork attached.

Page 17

- V. PERSONAL APPEARANCES

- A. Paul Fyffe (1207 Mesa Dr), Boy Scout Troop 510 – cardboard campout/food drive.

VI. ORDINANCES

- A. Motion approving the amendment of Bill No. 2015-66.  
First reading was passed on August 25, 2015. The City Attorney made changes to Section 3 of the ordinance.

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

Paperwork attached.

Page 27                       Pass     Fail

- B. Motion approving the amendment of Bill No. 2015-68.  
First reading was passed on August 25, 2015. The City Attorney made changes to Article 21 of the agreement.

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

Paperwork attached.

Page 35                       Pass     Fail

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

Ordinance previously distributed.

Pass     Fail

D. Motion approving final reading of Bill No. 2015-70:

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

Ordinance previously distributed.

Pass  Fail

E. Motion approving final reading of Bill No. 2015-71:

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

Ordinance previously distributed.

Pass  Fail

VII. RESOLUTIONS

A. Motion approving Resolution R2015-39:

A RESOLUTION APPROVING TASK AGREEMENT #2 WITH WIEDENMANN FOR THE MULLEN ROAD WATER MAIN RELOCATION IN THE NOT-TO-EXCEED AMOUNT OF \$68,943.00.

Paperwork attached.

Page 55  Pass  Fail

VIII. CITY COUNCIL LIAISON REPORTS

IX. MAYOR'S COMMUNICATIONS

- A. Motion appointing Chet Trutzel as Planning Commission liaison.  
Tim Savage resigned as the Planning Commission liaison.

X. CITY MANAGER'S REPORT

XI. MOTIONS

XII. OTHER BUSINESS

- XIII. Motion to enter Executive Session to discuss matters pertaining to leasing, purchase or sale of real estate by a public governmental body, according to Missouri Statute 610.021.2 and that the record be closed.

XIV. ADJOURN

**SECTION IV**  
**A**

**MINUTES OF THE  
BELTON CITY COUNCIL  
REGULAR MEETING  
AUGUST 25, 2015  
CITY HALL ANNEX, 520 MAIN STREET  
BELTON, MISSOURI**

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

Councilman Trutzel led the Pledge of Allegiance to the Flag.

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

**CONSENT AGENDA:**

Councilman Lathrop moved to approve the consent agenda consisting of a **motion approving the minutes of the August 11, 2015, City Council regular meeting; a motion approving the July 2015 Police Judge's Report; a motion approving the purchase of two 2015 Ford police Interceptor Sedans for \$25,342 each and two 2015 Ford police interceptor utility vehicles for \$26,987 each; and a motion approving a car show for Downtown Belton Main Street, Inc and to close Main Street from Chestnut to Hackberry on Sunday, October 4, 2015, from 11:00 a.m. – 5:00 p.m.** Councilman Von Behren seconded. All voted in favor of the consent agenda. Councilman Hoag absent. Consent agenda approved.

**ORDINANCES:**

Patti Ledford, City Clerk, gave the final reading of Bill No. 2015-56, as amended: **AN ORDINANCE AMENDING CHAPTER 2, ARTICLE II, DIVISION 4 – PERSONNEL CODE, OF THE CODE OF ORDINANCES FOR THE CITY OF BELTON, MISSOURI.** Councilman Savage moved to amend the final reading. Councilman Lathrop seconded. All voted in favor of the amendment. Councilman Hoag absent. **Councilman Trutzel moved to hear the final reading, as amended.** Councilman Lathrop seconded. The following vote was recorded; Ayes: 8, Councilmen Trutzel, Von Behren, Mayor Davis, Councilmen Lathrop, Fletcher, Newell, VanWinkle and Savage; Noes: None; Absent: 1, Councilman Hoag. Bill No. 2015-56 was declared passed and in full force and effect as Ordinance No. 2015-4122, subject to Mayoral veto.

Ms. Ledford gave the final reading of Bill No. 2015-59: **AN ORDINANCE READOPTING ORDINANCE NO. 91-2073, AS AMENDED, ESTABLISHING A PROCEDURE TO DISCLOSE POTENTIAL CONFLICT OF INTEREST AND SUBSTANTIAL INTEREST FOR CERTAIN MUNICIPAL OFFICIALS.** Presented by Councilman Lathrop, seconded by Councilman Trutzel. The Council was polled and the following vote recorded; Ayes: 8, Councilmen Savage, Trutzel, Mayor Davis, Councilmen Lathrop, Von Behren, Fletcher, VanWinkle and Newell; Noes: None; Absent: 1, Councilman Hoag. Bill No. 2015-59 was declared passed and in full force and effect as Ordinance No. 2015-4123, subject to Mayoral veto.

Ms. Ledford gave the final reading of Bill No. 2015-60: **AN ORDINANCE LEVYING AND FIXING THE RATE OF TAX FOR MUNICIPAL PURPOSES, FOR THE PARK FUND, AND THE DEBT SERVICE FUND FOR FISCAL YEAR 2016.** Presented by Councilman Lathrop, seconded by Councilman Von Behren. The Council was polled and the following vote recorded; Ayes: 8, Mayor Davis, Councilmen Savage, Newell, Von Behren, Fletcher, Lathrop, Trutzel and VanWinkle; Noes: None; Absent: 1, Councilman Hoag. Bill No. 2015-60 was declared passed and in full force and effect as Ordinance No. 2015-4124, subject to Mayoral veto.

Ms. Ledford gave the final reading of Bill No. 2015-61: **AN ORDINANCE AMENDING APPENDIX B, TABLE 3. – SCHOOL STOP INTERSECTIONS AND APPENDIX B, TABLE 5. – SCHOOL ZONES OF THE CODE OF ORDINANCES OF THE CITY OF BELTON.** Presented by Councilman Von Behren, seconded by Councilman Newell. The Council was polled and the following vote recorded; Ayes: 8, Councilmen Lathrop, VanWinkle, Newell, Von Behren, Fletcher, Mayor Davis, Councilmen Trutzel and Savage; Noes: None; Absent: 1, Councilman Hoag. Bill No. 2015-61 was declared passed and in full force and effect as Ordinance No. 2015-4125, subject to Mayoral veto.

Ms. Ledford gave the final reading of Bill No. 2015-62: **AN ORDINANCE APPROVING A CONTRACT TO PYRAMID EXCAVATION FOR THE CEDAR TREE LIFT STATION ABANDONMENT PROJECT.** Presented by Councilman Trutzel, seconded by Councilman Fletcher. **Councilman Hoag arrived at 7:05 P.M.** The Council was polled and the following vote recorded; Ayes: 9, Councilmen VanWinkle, Hoag, Newell, Savage, Von Behren, Trutzel, Lathrop, Fletcher, and Mayor Davis; Noes: None; Absent: None. Bill No. 2015-62 was declared passed and in full force and effect as Ordinance No. 2015-4126, subject to Mayoral veto.

Ms. Ledford gave the final reading Bill No. 2015-63: **AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF A SANITARY SEWER DEDICATION AGREEMENT WITH COVENTRY REALTY, LLC FOR THE PURPOSE OF PROVIDING IMPROVED SANITARY SEWER SERVICE TO FAIRWAY RIDGE SUBDIVISION RESIDENTS.** Presented by Councilman Hoag, seconded by Councilman Lathrop. The Council was polled and the following vote recorded; Ayes: 9, Councilmen Savage, Von Behren, Newell, VanWinkle, Hoag, Mayor Davis, Councilmen Lathrop, Fletcher, and Trutzel; Noes: None; Absent: None. Bill No. 2015-63 was declared passed and in full force and effect as Ordinance No. 2015-4127, subject to Mayoral veto.

Ms. Ledford gave the final reading of Bill No. 2015-64: **AN ORDINANCE APPROVING A CONTRACT TO REDFORD CONSTRUCTION FOR THE MARKEY PARKWAY SANITARY SEWER PHASE II PROJECT.** Presented by Councilman Hoag, seconded by Councilman Lathrop. The Council was polled and the following vote recorded; Ayes: 9, Mayor Davis, Councilmen Hoag, Newell, Savage, Von Behren, Trutzel, Lathrop, Fletcher, and VanWinkle; Noes: None; Absent: None. Bill No. 2015-64 was declared passed and in full force and effect as Ordinance No. 2015-4128, subject to Mayoral veto.

Ms. Ledford read Bill No. 2015-66: **AN ORDINANCE APPROVING A SPECIAL USE PERMIT TO ALLOW A DIGITAL MONUMENT SIGN FOR TRANSWEST TRUCK TRAILER & RV, ON PROPERTY ZONED C-2 (GENERAL COMMERCIAL), AND LOCATED AT 17327 S. OUTER ROAD, BELTON, MISSOURI.** Presented by Councilman Trutzel, seconded by Councilman Hoag. Jay Leipzig, Community Planning and Economic Development Director, said this item is part of the Transwest expansion. There was a public hearing before the Planning Commission on August 3. It is consistent with the code in that it

goes through a special use permit. Megan McGuire, City Attorney, said before the final reading she would like to review the exact legal terminology in Section 3 of the ordinance. Vote on the first reading was recorded; Ayes: 9, Councilmen Lathrop, Newell, Von Behren, Savage, Hoag, Fletcher, Mayor Davis, Councilmen Trutzel and VanWinkle; Noes: None; Absent: None. First reading passed.

Ms. Ledford read Bill No. 2015-67: **AN ORDINANCE APPROVING THE RATIFICATION OF TASK AGREEMENT #20 WITH OLSSON ASSOCIATES FOR MATERIALS TESTING FOR THE WASTEWATER TREATMENT FACILITY AND IPS SITE IMPROVEMENTS PROJECT IN THE NOT-TO-EXCEED AMOUNT OF \$24,978.00.** Presented by Councilman Trutzel, seconded by Councilman Lathrop. The following vote was recorded; Ayes: 9, Councilmen Lathrop, Newell, Von Behren, Savage, Hoag, Fletcher, Mayor Davis, Councilmen Trutzel, and VanWinkle; Noes: None; Absent: None. **Councilman Lathrop moved to hear the final reading.** Councilman Hoag seconded. All voted in favor. The final reading was read. Presented by Councilman Lathrop, seconded by Councilman Hoag. The Council was polled and the following vote recorded; Ayes: 9, Councilmen Newell, Trutzel, Mayor Davis, Councilmen Lathrop, Von Behren, Fletcher, VanWinkle, Hoag, and Savage; Noes: None; Absent: None. Bill No. 2015-67 was declared passed and in full force and effect as Ordinance No. 2015-4129, subject to Mayoral veto.

Ms. Ledford read Bill No. 2015-68: **AN ORDINANCE APPROVING THE CONTRACT WITH SAK CONSTRUCTION, LLC FOR THE CURED IN PLACE PIPE TECHNOLOGY (CIPP) 18-INCH SANITARY SEWER LINING PROJECT FROM CLEVELAND TO CAMBRIDGE IN A NOT TO EXCEED AMOUNT OF \$185,540.25.** Presented by Councilman Savage, seconded by Councilman Hoag. Megan McGuire, City Attorney, recommended changes to the contract that notification go to the city manager, director of public works and a copy to the legal department. She said she will prepare these changes prior to the final reading. Vote on the first reading was recorded; Ayes: 9, Councilmen Trutzel, Newell, Von Behren, Savage, Hoag, Fletcher, Mayor Davis, Councilman Lathrop, and VanWinkle; Noes: None; Absent: None. First reading passed.

Ms. Ledford read Bill No. 2015-69: **AN ORDINANCE APPROVING AN AMENDMENT TO THE CITY'S ZONING MAP, FROM M-1 (LIGHT MANUFACTURING) TO C-2 (GENERAL COMMERCIAL), FOR A 2.28-ACRE TRACT OF LAND, LOCATED ON SOUTH PECULIAR DRIVE, JUST NORTH OF CUNNINGHAM INDUSTRIAL PARKWAY, IN THE CITY OF BELTON, CASS COUNTY, MISSOURI.** Presented by Councilman Trutzel, seconded by Councilman Newell. Jay Leipzig, Community Planning and Economic Development Director, said the next three items pertain to Texas Roadhouse. They plan to start construction at the end of October with plans of opening at the end of January or February. Vote on the first reading was recorded; Ayes: 9, Councilmen Von Behren, Newell, Trutzel, Savage, Fletcher, Hoag, Mayor Davis, Lathrop, and VanWinkle; Noes: None; Absent: None. First reading passed.

Ms. Ledford read Bill No. 2015-70: **AN ORDINANCE APPROVING THE FINAL PLAT OF TEXAS ROADHOUSE, A RESTAURANT DEVELOPMENT, LOCATED ON A 2.28-ACRE TRACT OF LAND, LOCATED ON THE WEST SIDE OF PECULIAR DRIVE, DIRECTLY NORTH OF CUNNINGHAM INDUSTRIAL PARKWAY, IN THE CITY OF BELTON, CASS COUNTY, MISSOURI.** Presented by Councilman Hoag, seconded by Councilman Lathrop. Vote on the first reading was recorded; Ayes: 9, Mayor Davis, Councilmen VanWinkle, Trutzel, Savage, Fletcher, Hoag, Von Behren, Lathrop and Newell; Noes: None; Absent: None. First reading passed.

Ms. Ledford read Bill No. 2015-71: **AN ORDINANCE APPROVING A FINAL DEVELOPMENT PLAN FOR TEXAS ROADHOUSE, A RESTAURANT DEVELOPMENT, ON A 2.28-ACRE TRACT OF LAND, LOCATED ON THE WEST SIDE OF PECULIAR DRIVE, DIRECTLY NORTH OF CUNNINGHAM INDUSTRIAL PARKWAY, CITY OF BELTON, CASS COUNTY, MISSOURI.** Presented by Councilman Hoag, seconded by Councilman Von Behren. Vote on the first reading was recorded; Ayes: 9, Councilmen Fletcher, VanWinkle, Newell, Savage, Mayor Davis, Councilmen Hoag, Von Behren, Trutzel, and Lathrop; Noes: None; Absent: None. First reading passed.

Ms. Ledford read Bill No. 2015-72: **AN ORDINANCE APPROVING THE RIGHT OF WAY APPRAISAL AGREEMENT WITH VALBRIDGE PROPERTY ADVISORS FOR 155<sup>TH</sup> STREET WIDENING PROJECT.** Presented by Councilman Lathrop, seconded by Councilman Hoag. The following vote was recorded; Ayes: 9, Councilman Hoag, Mayor Davis, Councilmen Newell, Savage, VanWinkle, Fletcher, Von Behren, Trutzel, and Lathrop; Noes: None; Absent: None. **Councilman Lathrop moved to hear the final reading.** Councilman Von Behren seconded. All voted in favor. The final read was read. Presented by Councilman Von Behren, seconded by Councilman Hoag. The Council was polled and the following vote recorded; Ayes: 9, Councilmen Lathrop, Trutzel, Newell, Fletcher, Von Behren, Savage, VanWinkle, Mayor Davis, and Councilman Hoag; Noes: None; Absent: None. Bill No. 2015-72 was declared passed and in full force and effect as Ordinance No. 2015-4130, subject to Mayoral veto.

Ms. Ledford read Bill No. 2015-73: **AN ORDINANCE APPROVING THE RIGHT OF WAY REVIEW APPRAISAL AGREEMENT WITH DM MILLIN & ASSOCIATES FOR THE 155<sup>TH</sup> STREET WIDENING PROJECT.** Presented by Councilman Hoag, seconded by Councilman Trutzel. The first reading was recorded: Ayes: 9, Councilmen Newell, Hoag, Mayor Davis, Councilmen Lathrop, VanWinkle, Savage, Von Behren, Trutzel, and Fletcher; Noes: None; Absent: None. **Councilman Hoag moved to hear the final reading.** Councilman Savage seconded. All voted in favor. The final reading was read. Presented by Councilman Hoag, seconded by Councilman Trutzel. The Council was polled and the following vote recorded; Ayes 9, Mayor Davis, Councilmen Trutzel, Newell, Fletcher, Von Behren, Savage, VanWinkle, Hoag and Lathrop; Noes; None; Absent: None. Bill No. 2015-73 was declared passed and in full force and effect as Ordinance No. 2015-4131, subject to Mayoral veto.

Ms. Ledford read Bill No. 2015-74: **AN ORDINANCE APPROVING THE NEGOTIATOR SERVICES AGREEMENT WITH ORRICK & ERSKINE, L.L.P. FOR 155<sup>TH</sup> STREET WIDENING PROJECT.** Presented by Councilman Hoag, seconded by Councilman Von Behren. Vote on the first reading was recorded; Ayes: 9, Councilmen Newell, Hoag, Mayor Davis, Lathrop, VanWinkle, Savage, Von Behren, Trutzel and Fletcher; Noes: None; Absent: None. **Councilman Lathrop moved to hear the final reading.** Councilman Hoag seconded. All voted in favor. The final reading was read. Presented by Councilman Hoag, seconded by Councilman Trutzel. The Council was polled and the following vote recorded; Ayes: 9, Mayor Davis, Councilmen Trutzel, Newell, Fletcher, Von Behren, Savage, VanWinkle, Hoag, and Lathrop; Noes: None; Absent: None. Bill No. 2015-74 was declared passed and in full force and effect as Ordinance No. 2015-4132, subject to Mayoral veto.

Ms. Ledford read Bill No. 2015-75: **AN ORDINANCE DETERMINING AND DECLARING THE NECESSITY OF ACQUIRING FOR PUBLIC USE TEMPORARY CONSTRUCTION, PERMANENT EASEMENTS, AND RIGHT-OF-WAY FOR THE CONSTRUCTION AND MAINTENANCE OF ROAD IMPROVEMENTS RELATED TO**



**THE 155<sup>TH</sup> STREET WIDENING PROJECT GENERALLY LOCATED IN SECTION 1, TOWNSHIP 46 NORTH, RANGE 33 WEST, ALL IN THE CITY OF BELTON, CASS COUNTY, MISSOURI; AUTHORIZING THE CITY AND ITS DESIGNEES TO NEGOTIATE FOR THE PURPOSE OF ACQUIRING THE EASEMENTS BY CONTRACT OR CONDEMNATION; AND AUTHORIZING THE CITY ATTORNEY AND ITS DESIGNEES TO INSTITUTE CONDEMNATION PROCEEDINGS IF SUCH INTERESTS IN LAND CANNOT BE ACQUIRED BY PURCHASE THROUGH GOOD FAITH NEGOTIATIONS.** Presented by Councilman Hoag, seconded by Councilman Trutzel. The following vote was recorded; Aye: 9, Councilmen Savage, Hoag, Mayor Davis, Councilmen Lathrop, VanWinkle, Newell, Von Behren, Fletcher, and Trutzel; Noes: None: Absent: None. **Councilman Hoag moved to hear the final reading.** Councilman Von Behren seconded. All voted in favor. The final reading was read. Presented by Councilman Trutzel, seconded by Councilman Hoag. The Council was polled and the following vote recorded; Ayes: 9, Councilmen Von Behren, Trutzel, Newell, Fletcher, Mayor Davis, Councilmen Savage, Lathrop, Hoag, and VanWinkle; Noes: None; Absent: None. Bill No. 2015-75, was declared passed and in full force and effect as Ordinance No. 2015-4133, subject to Mayoral veto.

#### **RESOLUTIONS:**

Ms. Ledford read Resolution R2015-38: **A RESOLUTION APPROVING CHANGE ORDER #1 WITH SUPERIOR BOWEN ASPHALT COMPANY LLC AND INCREASING CONTRACT #225-2015-1 IN THE AMOUNT OF \$50,400 FOR THE PURPOSE OF COMPLETING REPAIRS TO CENTRAL AVENUE FROM Y HIGHWAY TO LILLARD AVENUE.** Presented by Councilman Lathrop, seconded by Councilman Hoag. Councilman Von Behren asked if the city was planning on doing this or if the QuikTrip construction tore it up. Jeff Fisher, Public Works Director, said the construction accelerated it. QuikTrip will be paying \$6,000.00. We need Council authority to change over the work. Councilman Savage said he can't see the two tied together. Councilman VanWinkle said he feels this is a contract with the City and feels we should move forward with this and let QuikTrip stay on track with their construction. All voted in favor. Resolution passed.

#### **MAYOR'S COMMUNICATIONS:**

Mayor Davis reminded the Council of the Fall Festival September 11-12. There are over 100 vendors. They are always looking for volunteers. If anyone would like to volunteer they can contact Sally Smith at Whistle Stop Antiques

Mayor Davis attended the 211<sup>th</sup> Street Missouri Department of Transportation interchange groundbreaking along with Jeff Fisher, Public Works Director, and Carolyn Yatsook, and Economic Development Specialist.

#### **CITY MANAGER'S REPORT:**

Bobby Miller, Emergency Management Director, updated the Council on Belton Emergency Management. He said it has been about 6 months since he provided a report to the Council. He distributed a copy of the Belton Local Emergency Operation Plan Snapshot, which is attached and made an official part of the minutes. He went on to say they received their annual review and everything went great and they are up to standards with the state. Our Emergency Operation Plan (EOP) was a mess three years ago when he took it over, but everyone hopped in to get it up to date a did a great job. With the grant funding we receive we are required to go through three workshops and he has already completed those and actually went to an extra one. Our storm

season was pretty mild; we only had three call outs this year and activated the sirens twice this year. Hopefully, we are geared up for winter. He went on to inform the Council of all the volunteer activities the BEMA volunteers help with. They met with the Red Cross a few weeks ago to go through a plan and do a walk about so that we have their blessing if we have to shelter up – we now have their approval for that. We are in the process of battery replacement on the sirens. Last year we did half of them and saved about \$8,000. This year we are doing the other half. He thanked the Council for their support and said it is a privilege to serve our community.

Councilman Fletcher asked Mr. Miller to report on the FEMA (Federal Emergency Management Association) status of the high school. Mr. Miller said he and Police Chief James Person finally got the finalization of the emergency operation plan for the school. It looks like it will now be a complete document. Councilman Fletcher asked if it is open and Mr. Miller said yes. Chief Person said they have requested a future meeting with the superintendent of schools to review an emergency operation plan for all of the schools and try to produce an electronic version so staff can have it available when in the field.

Sheila Ernzen, Finance Director, provided the July financial report. She said the general fund has budget variances and sales tax is doing great right now. We are almost \$240,000 over what we expected this time last year. She said the general fund balance last month about 25% and we have dropped down in July to 19% but she said it is nothing to be concerned about. She projects the ending fund balance at end of year to be about 20%. It is normal to have ebb and flow.

#### **MOTIONS:**

**Councilman Von Behren moved to authorize the Mayor to sign IRS Form 8038-GC to report the lease purchase of one new RTU compressor by the Park Board in the amount of \$27,950, dated 7/23/2015 and IRS Form 8038-G to report the lease purchase of fitness equipment by the Park Board in the amount of \$136,184.96, dated 4/16/2015.** Councilman Trutzel seconded. There were a few questions and concerns from the Council regarding the purchase of equipment. Sheila Ernzen, Finance Director, said the motion is simply that we need to report the borrowing to the IRS and she is pleased the Park talked to bond counsel before going through lease process. In the past, the forms were signed by Park but she feels they need to be signed by the city. We have to make sure we comply with IRS requirements. She is happy with how everything has gone. Bond counsel filled out the forms for them and we also did our own lease purchase for fire trucks and ambulance and refinanced some of golf course certificates of participation (COP). She mentioned it is accounted for in the current budget. Councilman Newell asked if we are sure they are not coming to us saying they need money to pay this. Ms. Ernzen stated again it is included in their current year budget. Vote on the motion was recorded with all voting in favor. Motion carried.

#### **OTHER BUSINESS:**

Councilman Von Behren asked if the city is doing curb replacement in Sommerset Hills. Jeff Fisher, Public Works Director, said it is not started yet. It should be late September/October.

Mayor Davis asked if the holes in the street in front of city hall can be repaired before the Fall Festival. Mr. Fisher said we are working on it and might be on a Saturday.

Councilman Hoag asked that the street cleaner clean the street Friday morning September 11<sup>th</sup> before the start of the Fall Festival.

Councilman Lathrop said he has received some reports that Channel 2 is not working. Brad Foster, Assistant City Manager, said Time Warner has been out to look at it and has ordered some parts; it should be up and running soon.

At 7:50 P.M. Councilman Hoag moved to enter Executive Session to discuss matters pertaining to leasing, purchase or sale of real estate by a public governmental body, according to Missouri Statute 610.021.2, to discuss matters pertaining to hiring, firing, disciplining or promoting of particular employees by a public governmental body, according to Missouri Statute 610.021.3, and to discuss matters pertaining to Legal Actions, according to Missouri Statute 610.021.1, and that the record be closed. Councilman Newell seconded. The following vote was recorded: Ayes: 9, Councilmen VanWinkle, Trutzel, Newell, Fletcher, Mayor Davis, Councilmen Savage, Lathrop, Hoag, and Von Behren; Noes: None; Absent: None.

The Council returned from Executive Session at 9:22 P.M. Being no further business, Councilman Lathrop moved to adjourn. Councilman Hoag seconded. Meeting adjourned.



Patti Ledford, City Clerk

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Jeff Davis, Mayor

**SECTION IV**  
**B**



**CITY OF BELTON  
CITY COUNCIL INFORMATION FORM**

AGENDA DATE: 09-08-2015  
 ASSIGNED STAFF: James Person  
 DEPARTMENT: Police Department

Approvals

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

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

**ISSUE/REQUEST:** Approval of the Kansas City Metropolitan Crime Commission's Crime Stoppers Annual Contract for FY16 in the amount of \$2,500.00 is hereby requested.

**PROPOSED CITY COUNCIL MOTION:** A motion approving a TIPS hotline contract with the Kansas City Metropolitan Crime Commission.

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

These funds were approved in the FY16 budget and needs the consideration and approval of the Council

**IMPACT / ANALYSIS:**

**FINANCIAL IMPACT**

|                             |                             |
|-----------------------------|-----------------------------|
| Contractor:                 | K.C. Metro Crime Commission |
| Amount of Request/Contract: | \$ 2,500.00                 |
| Amount Budgeted:            | \$ 2,500.00                 |
| Funding Source:             | Line Item 010-3800-421-3020 |
| Additional Funds            | \$ -0-                      |
| Funding Source              |                             |
| Encumbered:                 | \$                          |
| Funds Remaining:            | \$ -0-                      |

|                 |        |         |
|-----------------|--------|---------|
| <b>TIMELINE</b> | Start: | Finish: |
|-----------------|--------|---------|

**OTHER INFORMATION/UNIQUE CHARACTERISTICS:**

**STAFF RECOMMENDATION:**

**OTHER BOARDS & COMMISSIONS ASSIGNED:**  
 Date:  
 Action:

**List of reference Documents Attached:**

- Letter
- Statement
- Contract (2)



Crime Stoppers Greater Kansas City

3100 Broadway, Suite 226  
Kansas City, MO 64111  
816-474-TIPS  
Admin 816-560-6800  
Fax 816-960-6808  
www.kc-crime.org

Chairman of the Board  
DAVE LAMASTER

President  
TODD HARRISON

Vice Presidents  
1<sup>st</sup> - DARREN GRIFFITH  
2<sup>nd</sup> - KORY FRICK  
3<sup>rd</sup> - GREGG RIESS

Program Coordinator  
DET. KEVIN BOEHM

BOARD OF DIRECTORS

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MARC MILBURN  
LARA MORITZ  
DENNIS PETREE  
MATTHEW POMANEK  
LOREN PROCTER  
SCOTT ROWE  
MYRON SCAFE  
STEVEN ST. JOHN  
ED SPALDING  
TOM WEHRLE

HONORARY MEMBERS

RALPH PUSEY  
WALTER WHITE

EX-OFFICIO MEMBERS

RICHARD COOK  
BOB JONES  
FRED McDANIEL  
CRAIG SARVER  
DON WILSON

LAW ENFORCEMENT MEMBERS

CHIEF MIKE HASTY  
CHIEF JOHN MEER

LIFETIME MEMBERS

JAMES R. GRAHAM  
MARGARET JONES  
RAY ZAKOVICH

August 17, 2015

Mayor Jeff Davis  
City of Belton, MO  
506 Main Street, P.O. Box 230  
Belton, MO 64012

Dear Mayor Davis:

Thank you for being a loyal supporter of Crime Stoppers. Without your support Crime Stoppers would not exist. Your support and partnership are very important to us, and we know **you are one of the reasons the TIPS Hotline is successful.**

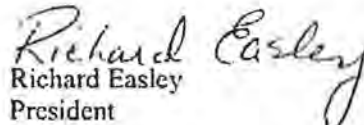
It is time for the renewal of your contract with the Crime Stoppers TIPS Hotline. Here are just a few reasons to continue your support of Crime Stoppers:

- Crime Stoppers received more than 3,932 calls in 2013 that solved nearly 300 felony cases and led to the arrest of 202 criminals;
- Crime Stoppers accepts anonymous *Email Tips* "www.kccrimestoppers.com" and *Text Messaging Tips* "TIP452 plus message to CRIMES (274637)";
- The Lamar Billboard Crime Stoppers Fugitive Program successfully captures wanted murderers;
- Crime Stoppers has over 20 regularly scheduled weekly media spots providing departments easy access in publicizing unsolved crimes and fugitives;
- Kansas City's Most Wanted Newspaper publishes over 100 local fugitives, giving area departments and citizens easy access to wanted fugitives listings;
- Visit the Crime Stoppers website "www.kccrimestoppers.com" to view Unsolved Crimes, Wanted Suspects, Upcoming Events and more.

Your personal Crime Stoppers liaison will be in contact with you soon as a courteous follow-up.

Like you, Crime Stoppers is passionate about fighting crime and making our communities safer. Thank you for being a Crime Fighter. Together we get hundreds of dangerous fugitives off our streets and out of our neighborhoods.

Sincerely,

  
Richard Easley  
President

Cc: Chief James Person



*Crime Stoppers is a division of the Kansas City Metropolitan Crime Commission*

**KANSAS CITY METROPOLITAN**  
**CRIME COMMISSION**

3100 Broadway, Suite 226  
Kansas City, Missouri 64111  
(816) 960-6800

August 17, 2015

City of Belton, MO  
506 Main Street, P.O. Box 230  
Belton, MO 64012

---

Contract Date 2015

AMOUNT DUE FOR CRIME STOPPERS ANNUAL CONTRACT FOR  
816-474-TIPS HOTLINE SERVICES

|                      |         |
|----------------------|---------|
| Minimum Due for 2015 | \$2,500 |
|----------------------|---------|

---

*Amount due and payable upon receipt.*

*Thank you for your support!*



CONTRACT

This Contract is entered into this year, 2015, by and between the City of Belton, MO and the Kansas City Metropolitan Crime Commission a Missouri not-for-profit corporation located at 3100 Broadway, Suite #226, Kansas City, Missouri 64111.

**WHEREAS**, the Crime Commission has run and continues to run a Crime Stoppers program promoting the 816-474-TIPS Hotline Program in the Greater Kansas City area, which includes Johnson and Wyandotte Counties in Kansas and Cass, Clay, Jackson, Lafayette, Platte and Ray Counties in Missouri.

**WHEREAS**, the City of Belton, MO wishes to contract with the Crime Commission to provide this service in Belton, MO.

**NOW, THEREFORE**, the parties agree as follows:

1. The City of Belton, MO will pay the Crime Commission an annual fee of \$2,500 dollars, payable on the date hereof and on each anniversary date of the date hereof during the term of this contract. Such annual fee may be adjusted each year as the parties hereto may agree.
2. The Crime Commission will provide its Crime Stoppers Program in Belton, MO which program shall include, at a minimum, the following services:
  - a) Maintain the Crime Stoppers Hotline, (currently 816-474-TIPS) which will be answered a minimum of eight hours per day;
  - b) Provide publicity concerning the availability of the Crime Stoppers TIPS Hotline;
  - c) Provide rewards for information leading to the arrest, issuance of a warrant or indictment, which results from calls to the Crime Stoppers TIPS Hotline;
  - d) Forward information received on the Crime Stoppers TIPS Hotline regarding crimes in Belton, MO to the City of Belton, MO;
3. The parties agree, that the services to be provided by the Crime Commission are being provided strictly on a contract basis and that the Crime Commission is not and shall not be considered a

part of Belton, MO or the City of Belton, MO. The Crime Commission shall not be subject to any control by Belton, MO or the City of Belton, MO.

4. This contract shall be for an initial term of one year, commencing on the date hereof. Upon expiration of the initial term of this Contract, and upon expiration of each additional one year period thereafter, the term of this Contract shall be extended automatically for a period of one year, unless and until either party hereto gives written notice to the other party hereto of its intent not to extend the term of this Contract for an additional one year period.

5. This Contract shall not be assignable without the prior written consent of both parties. Any purported assignment without such written consent shall be void.

IN WITNESS WHEREOF, the parties have executed this Contract the year and date first above written.

City of Belton, MO

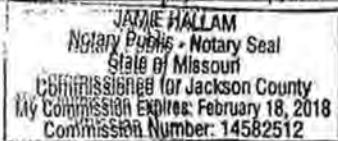
By \_\_\_\_\_

ATTEST: \_\_\_\_\_

KANSAS CITY METROPOLITAN CRIME COMMISSION

By Richard Easley  
Richard Easley, President

ATTEST: Jamie Hallam



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  - f) Provide publicity concerning the availability of the Crime Stoppers TIPS Hotline;
  - g) Provide rewards for information leading to the arrest, issuance of a warrant or indictment, which results from calls to the Crime Stoppers TIPS Hotline;
  - h) Forward information received on the Crime Stoppers TIPS Hotline regarding crimes in Belton, MO to the City of Belton, MO;
3. The parties agree, that the services to be provided by the Crime Commission are being provided strictly on a contract basis and that the Crime Commission is not and shall not be considered a

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City of Belton, MO

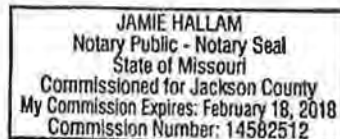
By \_\_\_\_\_

ATTEST: \_\_\_\_\_

KANSAS CITY METROPOLITAN CRIME COMMISSION

By R. D. Casley  
Richard Easley, President

ATTEST: Jamie Hallam



**SECTION VI**  
**A**

**BILL NO. 2015-66**

**ORDINANCE NO. 2015-**

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

---

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

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

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

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

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

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

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

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

1. Special Use Permit #15-16 shall be subject to the special use standards of UDC Chapter 40 including the transferability standards of UDC 40-2(g) in the event of a change in property ownership.

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

Duly read two (2) times and passed this \_\_\_\_ day of \_\_\_\_\_ 2015.

\_\_\_\_\_  
Mayor Jeff Davis

Approved this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Mayor, Jeff Davis

ATTEST:

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

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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the 25<sup>th</sup> of August, 2015, and thereafter adopted as Ordinance No. 2015-\_\_\_\_\_ of the City of Belton, Missouri, at a regular meeting of the City Council held on the \_\_\_\_\_ day of \_\_\_\_\_, after the second reading thereof by the following vote, to-wit:

AYES:                      COUNCILMEN:

NOES:                      COUNCILMEN:

ABSENT:                    COUNCILMEN:

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



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

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

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

ISSUE

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

BACKGROUND

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

NATURE OF THE REQUEST

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

CODE CITATION

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

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

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

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



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

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

## STAFF REPORT

### Welfare and Convenience of the Public

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

### Injury to Surrounding Property

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

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

### Domination of the Neighborhood

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

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

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

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

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

**Staff Recommendation**

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

**PLANNING COMMISSION RECOMMENDATION(S):**

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

**ATTACHMENTS:**

1. Sign Elevation
2. Proposed Ordinance



Westminster, Colorado  
(720) 887-3059

These plans are exclusive property of Digital Resolutions and are the result of the original work of our employees. Any disclosure, distribution or exhibition of these plans to anyone to construct a sign similar to the embodied, or use of any graphics, is expressly forbidden. In the event that unauthorized occurs without our prior consent, Digital Resolutions shall be reimbursed up to \$500 per sheet. EMC messages shown are for design simulation purposes only. Graphics and resolution may vary on actual display.

JUN 17 2015

## Transwest

173278 South Outer Rd.  
Belton, MO 64012

Design #: 8616-01

Salesperson: Stephen Hays

Client Approval Date

Sales Approval Date

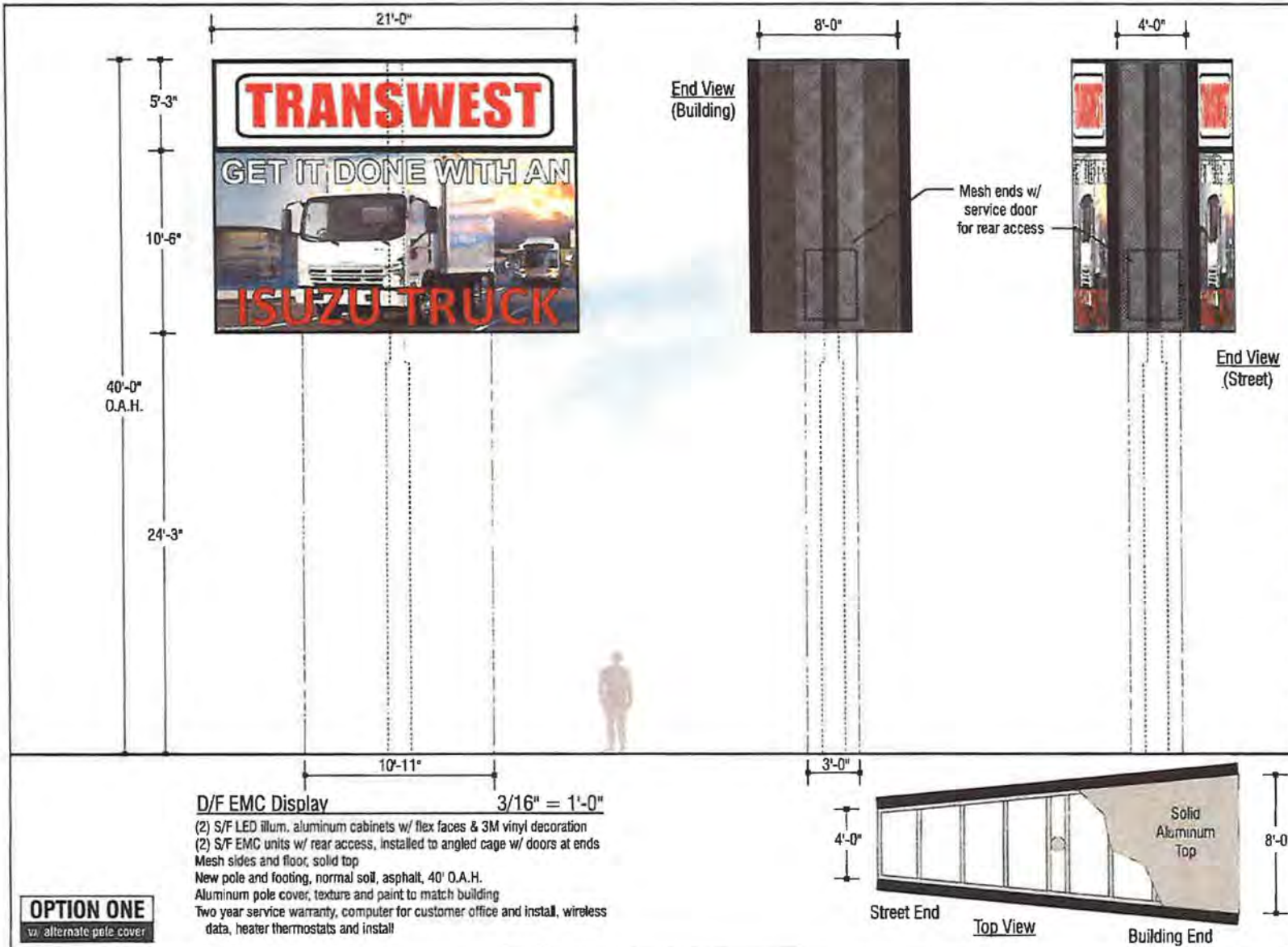
Estimator Approval Date

Design Approval

Production Mgr Approval Date

Revisions / Description:

|   |  |
|---|--|
| 1 |  |
| 2 |  |
| 3 |  |
| 4 |  |



**D/F EMC Display** 3/16" = 1'-0"

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

**OPTION ONE**  
w/ alternate pole cover

**SECTION VI**  
**B**

**BILL NO. 2015-68**

**ORDINANCE NO. 2015-**

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

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

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

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

Duly read two (2) times and passed this \_\_\_\_ day of September, 2015.

\_\_\_\_\_  
Mayor Jeff Davis

Approved this \_\_\_\_ day of September, 2015.

\_\_\_\_\_  
Mayor Jeff Davis

ATTEST:

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

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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the 25th day of August, 2015, and thereafter adopted as Ordinance No. 2015- of the City of Belton, Missouri, at a regular meeting of the City Council held on the \_\_\_ day of September, 2015, after the second reading thereof by the following vote, to-wit:

AYES:                    COUNCILMEN:

NOES:                    COUNCILMEN:

ABSENT:                COUNCILMEN:

---

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



# CITY OF BELTON CITY COUNCIL INFORMATION FORM

**AGENDA DATE: 08/25/2015**

**DIVISION: Public Works/Water Services**

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

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

**ISSUE/RECOMMENDATION:**

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

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

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

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

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

**PROPOSED CITY COUNCIL MOTION:**

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

**BACKGROUND:**

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

By having this section cleaned, roots cut out, and lined, this would stop the I&I issue.

**IMPACT/ANALYSIS:**

**FINANCIAL IMPACT**

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

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

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

**LIST OF REFERENCE DOCUMENTS ATTACHED:**

Ordinance  
SAK Contract  
Illustration





**PUBLIC WORKS  
CITY OF BELTON**

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

**CITY OF BELTON**

**SERVICE AGREEMENT**

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

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

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

**ARTICLE 1 – EFFECTIVE DATE**

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

**ARTICLE 2 – SERVICES TO BE PERFORMED BY CONTRACTOR**

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

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

**ARTICLE 3 – PERIOD OF SERVICE**

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

#### **ARTICLE 4 – COMPENSATION**

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

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

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

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

#### **ARTICLE 5 – BOND**

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

#### **ARTICLE 6 – PERMITS AND LICENSES**

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

**ARTICLE 7 – CHANGES, DELETIONS OR ADDITIONS TO AGREEMENT**

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

**ARTICLE 8 – LIABILITY AND INDEMNIFICATION**

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

**ARTICLE 9 – INSURANCE**

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

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

Workers' Compensation: Statutory  
Employers' liability: 2,500,000 each occurrence

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

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

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

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

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

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

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

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

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

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

#### **ARTICLE 10 – EXCESSIVE UNEMPLOYMENT**

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

### **ARTICLE 11 – EXCUSABLE DELAYS IN PERFORMANCE**

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

### **ARTICLE 12 – TERMINATION**

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

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

### **ARTICLE 13- SEVERABILITY**

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

### **ARTICLE 14 – SUCCESSORS AND ASSIGNS**

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

#### **ARTICLE 15 – ASSIGNMENT**

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

#### **ARTICLE 16 – NO THIRD PARTY RIGHTS**

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

#### **ARTICLE 17 – INDEPENDENT CONTRACTORS**

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

#### **ARTICLE 18 – MODIFICATIONS/AMENDMENTS**

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

#### **ARTICLE 19 – EQUAL EMPLOYMENT OPPORTUNITY**

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

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

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

#### **ARTICLE 20 – COMPLIANCE WITH LAWS**

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

#### **ARTICLE 21 – COMMUNICATIONS AND NOTICES**

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

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

CITY: Ron Trivitt, City Manager; Jeff Fisher, Public Works Director; AND Megan McGuire, City Attorney, 506 Main Street, Belton, MO 64012

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

#### **ARTICLE 22 – SEPARATE AGREEMENTS**

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

#### **ARTICLE 23 – SURVIVAL OF TERMS**

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

#### **ARTICLE 24 – CITY'S LEGISLATIVE POWERS**

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

**ARTICLE 25 – WAIVER**

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

**ARTICLE 26 – HEADINGS; CONSTRUCTION OF AGREEMENT**

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

**ARTICLE 27 – FEDERAL WORK AUTHORIZATION PROGRAM**

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

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

**ARTICLE 28 – CONFLICT OF INTEREST**

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

**ARTICLE 29 – BUY AMERICAN PREFERENCE**

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



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

#### **ARTICLE 30 – PRICING**

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

#### **ARTICLE 31 – PROJECT SCHEDULE AND RESPONSE TIME**

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

#### **ARTICLE 32 – ENVIRONMENTAL NOTICE**

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

#### **ARTICLE 33 – PARTS PROTECTIVE COATING**

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

#### **ARTICLE 34 –PREVAILING WAGES**

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

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

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

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

**CITY**

BELTON, MISSOURI

By: \_\_\_\_\_

Title: Jeff Davis, Mayor

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

**CONTRACTOR**

SAK Construction, LLC,

By: \_\_\_\_\_

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

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

Approved as to form:

\_\_\_\_\_  
City Attorney (Date)

**ATTACHMENT NO. 3**

**AFFIDAVIT OF ENROLLMENT IN FEDERAL WORK AUTHORIZATION PROGRAM**

STATE OF \_\_\_\_\_ )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

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

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

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

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Company

Subscribed and sworn to before me this \_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_



# SAK™

Pipeline Infrastructure. Solved.™

636.385.1000 *tel*  
636.385.1100 *fax*  
864 Hoff Road  
O'Fallon, MO 63366  
[www.sakcon.com](http://www.sakcon.com)

## Exhibit A – Scope of Services and Price Proposal

August 20, 2015

**City of Belton**  
**520 Main Street**  
**Belton, MO 64012**

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

Mr. McCulloh:

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

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

### INCLUSIONS

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

### EXCLUSIONS:

- Removal of protruding taps, hanging gaskets, deposits, etc.
- Service Lateral Reinstatement
- Wet Weather Access (Rip Rap, Rock Access Roads, etc.)
- Any special insurance required, i.e., railroad protective insurance.

- Heavy Traffic Control, Traffic Control Plans, Flaggers, and Arrow Boards.
- Point repairs.
- Permits
- **NOTE:**

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

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

**PAYMENT TERMS:**

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

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

Sincerely,  
SAK Construction, LLC

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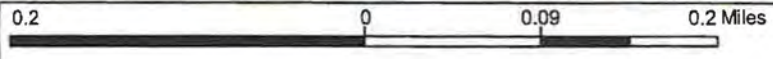
Joseph A. Huffman  
Business Development

# Belton, MO



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

1: 5,420



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

**Notes**

**SECTION VII**  
**A**

**R2015-39**

A RESOLUTION APPROVING TASK AGREEMENT #2 WITH WIEDENMANN FOR THE MULLEN ROAD WATER MAIN RELOCATION IN THE NOT-TO-EXCEED AMOUNT OF \$68,943.00.

---

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

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

Duly passed and approved this 8<sup>th</sup> day of September, 2015.

\_\_\_\_\_  
Mayor Jeff Davis

ATTEST:

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

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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton, Missouri, and that the foregoing Resolution was regularly introduced at a regular meeting of the City Council held on the 8<sup>th</sup> day of September, 2015, and adopted at a regular meeting of the City Council held the 8<sup>th</sup> day of September, 2015 by the following vote, to-wit:

AYES:            COUNCILMEN:

NOES:            COUNCILMEN:

ABSENT:        COUNCILMEN:

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





# CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: 09/08/2015

DIVISION: Engineering

COUNCIL:  Regular Meeting     Work Session     Special Session

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

**ISSUE/RECOMMENDATION:**

At the February 17, 2015 City Council work session, Public Works discussed the findings of Missouri Department of Transportation’s (MoDOT) bridge and culvert inspections. It was found that the culvert located on Mullen Road at Oil Creek, south of 163<sup>rd</sup> Street and north of Highway 58, was in need of replacement. The inspection report was followed by a letter from MoDOT requiring a 3-ton weight limit be placed on the structure until it is replaced. Staff worked with TranSystems to install temporary shoring (jacks) in order to increase the weight limit capabilities for the culvert until ready to replace it entirely.

Staff and consultant believe it most cost-effective to bid this waterline work separately and ahead of the replacement of the culvert to stay on schedule and open this road back up to full traffic as quickly as possible. The bids were sent to three on-call contractors and it was determined that Wiedenmann, Inc. is the lowest and best bidder at a lump sum price of \$68,943.00.

**PROPOSED CITY COUNCIL MOTION:**

At the September 8, 2015 regular City Council meeting, approve a resolution for Task Agreement #2 with the City’s On-Call Contractor Wiedenmann, Inc. for the Mullen Road Water Main Relocation in the not-to-exceed amount of \$68,943.00.

**BACKGROUND:**

At the February 17, 2015 City Council work session, Public Works discussed the findings of MoDOT’s inspection as well as staffs initial plan to replace the structure. Staff has been working with TranSystems to design a new culvert that will include green space, two 12-foot lanes, shoulders, and space for a 10-foot wide recreational trail. The culvert is designed with capabilities of a three lane expansion of Mullen Road in the future. As previously discussed, this project is pursuing a design-build approach to bring the contractor on board early in the process to play a key role in the remaining design process and provide insight on the best approach during construction.

As part of the reconstruction, the waterline needs to be relocated. Staff solicited bids from three on-call contractors and the results are as follows:

|  |             |
|--|-------------|
| Wiedenmann, Inc.                         | \$68,943.00 |
| Pyramid Excavation & Construction Inc.   | \$83,400.00 |
| Precision Constructing & Contracting LLC | \$84,405.00 |
| Engineer’s Estimate                      | \$64,707.50 |

It was determined that Wiedenmann, Inc. was the lowest and best bidder.

**IMPACT/ANALYSIS:**

The table below shows the approved and revised FY2016 budget for 451 – Stormwater Fund. Although some line items have increased or decreased based on the original approved budget, the total remains the same.

**FUND 451 - FINANCIAL IMPACT**

| Line Item                     | Approved FY2016 Budget | Revised FY2016 Budget |
|-------------------------------|------------------------|-----------------------|
| Belton Research Medical Ditch | \$15,000               | \$8,313               |
| <b>Oil Creek Culvert</b>      | <b>\$155,500</b>       | <b>\$260,000</b>      |
| Pacific Drive & Sunrise Drive | \$275,000              | \$0                   |
| Buena Vista                   | \$692,000              | \$952,917             |
| Westover                      | \$29,500               | \$31,828              |
| Revenues Over Expenditures    | \$86,058               | \$0                   |
| Total                         | \$1,253,058            | \$1,253,058           |

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

At the September 8, 2015 regular City Council meeting, approve a resolution for Task Agreement #2 with the City's On-Call Contractor Wiedenmann, Inc. for the Mullen Road Water Main Relocation in the not-to-exceed amount of \$68,943.00.

**LIST OF REFERENCE DOCUMENTS ATTACHED:**

- Resolution
- Task Agreement #2

## Kate Glowacki

---

**From:** Kate Glowacki  
**Sent:** Thursday, August 13, 2015 3:30 PM  
**To:** 'general@wiedenmanninc.com'; 'Ethan Stanfill'; 'hank@pyramidexcavation.com'  
**Cc:** Zach Matteo; Ron Raines; Don Tyler  
**Subject:** City of Belton - Mullen Road Water Main Replacement  
**Attachments:** Mullen Road Water Main Replacement Plans Final 8-13-2015.pdf; Water.pdf; Mullen Road Water Main Replacement Unit Price Sheet 8-13-2015.xlsx

Good Afternoon,

We have a need to remove and replace approximately 220 linear feet of waterline on N. Mullen Road. The unit price sheet and waterline relocation plans are attached. We are requesting quotes from each of you. If interested please complete the attached unit prices sheet and submit to me by 5:00 PM Thursday August 27, 2015. This work is to be completed under the following terms:

1. See the attached unit prices sheet for a summary of scope.
2. Line item #3 (10" PVC C-900 with all fittings and restrained joints) includes the following:
  - a. Blue polywrap
  - b. Tracer wire per detail
  - c. Excavation and backfill
  - d. Clean rock for pipe embedment
  - e. Removal of existing pipe
  - f. 72" depth below existing creek surface
  - g. Brass plug
  - h. Testing and disinfection
3. All work shall be in compliance with the attached plan sheets and the latest version of the City's Design and Construction Manual, which includes all standard details, APWA Section 2900 and the City's Supplemental Section 2900.
4. The City's Water Services Division is the only entity allowed to operate City valves. Close coordination with Water Services throughout the project is needed.
5. Provide silt fence along top of bank. The contractor shall remove all sediment and erosion control after permanent vegetation has been established.
6. Performance bond and 2 year maintenance bond will be required.

Please let me know if you have any questions. Thank you.

**Kate Glowacki**  
Assistant City Engineer  
City of Belton, Missouri  
(816) 331-4331





City of Belton Missouri

### MULLEN ROAD WATER MAIN REPLACEMENT

Contractor:

| Bid Item No.      | Description   | Quantity | Unit | Unit Price           | Total Cost               |
|-------------------|---|----------|------|----------------------|--------------------------|
| 1                 | Mobilization/ Demobilization                          | 1        | LS   | 5,093. <sup>00</sup> | \$ 5,093. <sup>00</sup>  |
| 2                 | Clearing and Grubbing                                 | 1        | LS   | 1,850. <sup>00</sup> | \$ 1,850. <sup>00</sup>  |
| 3                 | 10" PVC C-900 includes Fittings and Restrained Joints | 220      | LF   | 105. <sup>00</sup>   | \$ 23,100. <sup>00</sup> |
| 4                 | 10" Gate Valve  | 2        | EA   | 2,150. <sup>00</sup> | \$ 4,300. <sup>00</sup>  |
| 5                 | Temporary Flushing Assembly                           | 3        | EA   | 450. <sup>00</sup>   | \$ 1,350. <sup>00</sup>  |
| 6                 | Straddle Block  | 3        | EA   | 950. <sup>00</sup>   | \$ 2,850. <sup>00</sup>  |
| 7                 | 45 Degree Bend w/ Concrete Backing Block              | 4        | EA   | 400. <sup>00</sup>   | \$ 1,600. <sup>00</sup>  |
| 8                 | Permanent Connection to Existing Main                 | 1        | LS   | 1,250. <sup>00</sup> | \$ 1,250. <sup>00</sup>  |
| 9                 | 24" Concrete Encasement                               | 45       | LF   | 150. <sup>00</sup>   | \$ 6,750. <sup>00</sup>  |
| 10                | Erosion and Sediment Control                          | 1        | LS   | 2,800. <sup>00</sup> | \$ 2,800. <sup>00</sup>  |
| 11                | Final Restoration/ Seeding                            | 1        | LS   | 2,500. <sup>00</sup> | \$ 2,500. <sup>00</sup>  |
| 12                | Rock Excavation                                       | 100      | CY   | 55. <sup>00</sup>    | \$ 5,500. <sup>00</sup>  |
| 13                | Force Account   | 1        | LS   | \$ 10,000.00         | \$ 10,000.00             |
| <b>Total Cost</b> |   |          |      |                      | <b>\$ 10,000.00</b>      |

Total Bid Price  
\$ 68,943.<sup>00</sup>

Wiedenmann, Inc.  
950 N. Scott P.O. Box 245  
Belton, MO 64012

*Jerry Wiedenmann*  
**JERRY WIEDENMANN**  
President

## City of Belton – Public Works Task Agreement

Contract: Emergency Services On-Call Contract

|                         |                           |  |
|-------------------------|---------------------------|--|
| Ordinance or Resolution | Task Agreement No: 2015-2 | Funding Amount: \$68,943<br>Purchase Order No: N/A |
|-------------------------|---------------------------|--|

Project Title: Mullen Road Water Main Replacement

|   |  |
|---|--|
| Contractor/Consultant (including subs):<br>Widenmann, Inc | Division and Staff Project Manager:<br>Kate Glowacki, EIT<br>Assistant City Engineer |
|---|--|

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

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

Check boxes below that apply:

|   |  |   |
|---|--|---|
| Enrollment in E-Verify <input type="checkbox"/> | Prevailing Wage <input type="checkbox"/> | Certificate of Good Standing <input type="checkbox"/> |
|---|--|---|

| Staff Signatures                         |                                 | Partner Signatures              |                                   |
|--|---------------------------------|---------------------------------|-----------------------------------|
| Director of Public Works:<br>Jeff Fisher | City Manager:<br>Ron Trivitt    | Project Manager:<br><br>N/A     | Company Principal (if different): |
| Signature:<br>Date: 9-2-15               | Signature: _____<br>Date: _____ | Signature: _____<br>Date: _____ | Signature:<br>Date: 9-1-15        |

Project Type: Design \_\_\_\_\_ Construction  Property Acquisition \_\_\_\_\_ Conceptual/Problem Solving \_\_\_\_\_ Surveying \_\_\_\_\_

Project Discipline(s): Transportation \_\_\_\_\_ Planning \_\_\_\_\_ Water  Wastewater \_\_\_\_\_ Stormwater \_\_\_\_\_

Report(s) Received: \_\_\_\_\_

Work on File: \_\_\_\_\_

This Task Agreement is subject to all the provisions included in the On-Call Professional Services Agreement, Public Works Department, Engineering Division by and between the City and \_\_\_\_\_ (Professional), dated \_\_\_\_\_.

Attach scope of work, budget, and other supporting material