



**CITY OF BELTON
CITY COUNCIL
REGULAR MEETING
TUESDAY, APRIL 12, 2016 – 7:00 P.M.
CITY HALL ANNEX
520 MAIN STREET
AGENDA**

2015-2016 CITY COUNCIL

- I. CALL REGULAR MEETING TO ORDER
- II. PLEDGE OF ALLEGIANCE – COUNCILMAN VON BEHREN
- 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 March 22, 2016, City Council regular meeting, the March 29, 2016, City Council special meeting, and the April 4, 2016, City Council special meeting.

Page 9

V. ORDINANCES

- A. Motion approving final reading of Bill No. 2016-16:
AN ORDINANCE OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING AN ON-CALL ENGINEERING PROFESSIONAL SERVICES AGREEMENT WITH BURNS & MCDONNELL / CAS, LLC.

There have been changes made to the agreement. A motion to amend the changes prior to approval of the final reading is necessary.

First reading was passed on February 23, 2016. Final reading had been postponed. The agreement has been **amended**.

Page 21

Pass Fail

B. Motion approving final reading of Bill No. 2016-32:

AN ORDINANCE DETERMINING AND DECLARING THE NECESSITY OF ACQUIRING FOR PUBLIC USE TEMPORARY CONSTRUCTION EASEMENTS AND PERMANENT EASEMENTS FOR THE CONSTRUCTION AND MAINTENANCE OF STORM DRAINAGE IMPROVEMENTS RELATED TO THE PACIFIC DRIVE STORM DRAINAGE IMPROVEMENTS PROJECT GENERALLY LOCATED IN SECTION 14, 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 AND PROPERTY ACQUISITION BY CONTRACT OR CONDEMNATION; AND AUTHORIZING THE CITY ATTORNEY AND HIS/HER DESIGNEES TO INSTITUTE CONDEMNATION PROCEEDINGS IF SUCH INTERESTS IN LAND CANNOT BE ACQUIRED BY PURCHASE THROUGH GOOD FAITH NEGOTIATIONS.

There have been changes made to the ordinance and the attachments. A motion to amend the changes prior to approval of the final reading is necessary.

First reading was approved March 22, 2016. There have been **adjustments** made to three of the tracts and easements added to three other tracts.

Page 41 Pass Fail

C. Motion approving final reading of Bill No. 2016-33:

AN ORDINANCE APPROVING A SPECIAL USE PERMIT TO ALLOW A ONE (1) SIDED DIGITAL BILLBOARD SIGN, LOCATED IN A C-2 (GENERAL COMMERCIAL) DISTRICT, ALONG THE EAST SIDE OF I-49, JUST SOUTH OF 162ND STREET, ADDRESSED AS 16241 E. OUTER ROAD, BELTON, MISSOURI.

Paperwork previously distributed

Pass Fail

D. Motion approving final reading of Bill No. 2016-35:

AN ORDINANCE AUTHORIZING AND APPROVING A PUBLIC SERVICES AGREEMENT BETWEEN THE CITY OF BELTON, MISSOURI AND DOWNTOWN MAIN STREET, INC. TO PROVIDE PUBLIC SERVICES SUPPORT FOR THE FALL FESTIVAL IN BELTON, MISSOURI IN SEPTEMBER 2016.

Paperwork previously distributed

Pass Fail

- E. Motion approving both readings of Bill No. 2016-36:
AN ORDINANCE DECLARING THE RESULTS OF THE ANNUAL ELECTION OF MUNICIPAL OFFICERS OF THE CITY OF BELTON, MISSOURI.

Page 99 Pass Fail

- F. Motion approving both readings of Bill No. 2016-37:
AN ORDINANCE DECLARING THE RESULTS OF THE SPECIAL MUNICIPAL ELECTION HELD IN THE CITY OF BELTON, MISSOURI, ON APRIL 5, 2016, AND CONTINUING TO APPLY AND COLLECT THE LOCAL SALES TAX ON THE TITLING OF MOTOR VEHICLES, TRAILERS, BOATS AND OUTBOARD MOTORS THAT ARE PURCHASED FROM A SOURCE OTHER THAN A LICENSED MISSOURI DEALER.

Page 107 Pass Fail

PRESENTATION OF PLAQUE TO COUNCILMAN ALBERT HOAG FOR DEDICATED SERVICE AS WARD 3 COUNCILMAN FROM APRIL 11, 2006 TO APRIL 12, 2016.

RECESS FOR A RECEPTION FOR OUTGOING AND INCOMING COUNCIL MEMBERS, THEIR FAMILIES, FRIENDS, AND ALL PRESENT

2016-2017 CITY COUNCIL

I. ADMINISTRATION OF OATHS OF OFFICE TO NEWLY ELECTED OFFICIALS

II. ROLL CALL

III. 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 a temporary caterer’s liquor license permit for Jose Peppers, 1100 E North Ave, for a Cinco de Mayo celebration May 5, 2016, in a tent in their parking lot, contingent upon obtaining their state liquor permit and Fire Marshal approval.

Jose Peppers is seeking the same approval as they’ve had in the past for a tent in their parking lot.

- B. Motion approving payment of annual subscription of Jail, Records Management and Dispatch Interface from Information Technologies, Inc, for FY17 in the amount of \$43,650 for the Police Department.

This is a budgeted expense.

Page 117

- C. Motion approving the purchase of computers from Dell for \$8,664.98 for the Public Works and Community Devolvement Departments.

This is a budgeted expense.

Page 123

- D. Motion authorizing the Mayor to sign a corrected Form 8038-GC and letter of explanation to the IRS for the acquisition of needed equipment including a 2014 Bobcat skid-steer loader for the Park Department.

Page 145

- E. Motion approving Resolution R2016-16:
A RESOLUTION APPOINTING DIRECTORS TO THE BOARD OF DIRECTORS OF THE Y HIGHWAY MARKET PLACE COMMUNITY IMPROVEMENT DISTRICT.

Page 153 Pass Fail

IV. PERSONAL APPEARANCES

V. ORDINANCES

- A. Motion approving first reading of Bill No. 2016-38:
AN ORDINANCE APPROVING A CONSULTANT SERVICES AGREEMENT WITH SHOCKEY CONSULTING, INC. FOR PREPARATION AND DISTRIBUTION OF EDUCATIONAL MATERIALS REGARDING THE CONTINUATION OF THE LOCAL VEHICLE SALES TAX ON THE BALLOT FOR THE APRIL 5, 2016 ELECTION .

Page 157 Pass Fail

- B. Motion approving first reading of Bill No. 2016-39:
AN ORDINANCE AUTHORIZING AND APPROVING THE CITY OF BELTON, MISSOURI THROUGH ITS FIRE DEPARTMENT TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT FOR MEDICAL DIRECTOR SERVICES WITH DR. ERIK J. STAMPER, D. O. FOR FISCAL YEAR 2017.

Page 181 Pass Fail

- C. Motion approving first reading of Bill No. 2016-40:
AN ORDINANCE OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING THE AMENDMENT TO INTERGOVERNMENTAL COOPERATION AGREEMENT WITH THE CITY OF GRANDVIEW, MISSOURI FOR ADMINISTERING THE 155TH STREET WIDENING PROJECT.

Page 193 Pass Fail

D. Motion approving first reading of Bill No. 2016-41:

AN ORDINANCE OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING AN ON-CALL ARCHITECTURAL PROFESSIONAL SERVICES AGREEMENT WITH INCITE DESIGN STUDIO ARCHITECTS.

Page 207 Pass Fail

E. Motion approving both readings of Bill No. 2016-42:

AN ORDINANCE OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH WILSON & COMPANY, ENGINEERS & ARCHITECTS TO COMPLETE ENGINEERING AND DESIGN SERVICES FOR THE 155TH STREET SANITARY SEWER PROJECT AT A NOT-TO-EXCEED COST OF \$20,373.

Page 235 Pass Fail

VI. RESOLUTIONS

A. Motion approving Resolution R2016-17:

A RESOLUTION APPROVING TASK AGREEMENT #9 WITH SUPERIOR BOWEN ASPHALT COMPANY, LLC IN A NOT TO EXCEED AMOUNT OF \$120,000 TO COMPLETE AN ASPHALT OVERLAY TO BELTON'S HALF OF KENTUCKY ROAD FROM 58 HIGHWAY TO 163RD STREET.

Page 261 Pass Fail

B. Motion approving Resolution R2016-18:

A RESOLUTION APPROVING AN AMENDMENT TO TASK AGREEMENT #2016-1 WITH WIEDENMANN, INC. IN THE AMOUNT OF \$3,771.40 TO COVER ADDITIONAL COST NEEDED TO REPLACE SANITARY SEWER LINE NEAR 407 HACKBERRY STREET.

Page 271 Pass Fail

C. Motion approving Resolution R2016-19:

A RESOLUTION AUTHORIZING THE CITY OF BELTON, MISSOURI TO FILE FORM 8083-G FOR THE MUNICIPAL LEASE AND OPTION AGREEMENT AUTHORIZED BY THE BELTON PARKS AND RECREATION BOARD FOR TWO FORD TRUCKS AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION THEREWITH.

Page 281 Pass Fail

VII. CITY COUNCIL LIAISON REPORTS

VIII. MAYOR'S COMMUNICATIONS

- A. Motion appointing Scott Von Behren as Mayor Pro Tem.
Election of Mayor Pro Tempore (Charter Section 3.4)
- B. Motion appointing Lorrie Peek as Park Board liaison.
- C. Motion appointing Chet Trutzel as Planning Commission liaison.

IX. CITY MANAGER'S REPORT

X. MOTIONS

- A. Motion to authorize and approve support of a future cost-share agreement with MoDOT, KCMO, and Grandview in the amount of \$23,000 to pay for 155th Street bridge amenities.

Page 285

XI. OTHER BUSINESS

- XII. Motion to enter Executive Session to discuss matters pertaining to Legal Actions, according to Missouri Statute 610.021.1, and to discuss matters pertaining to preparation, including any discussion or work product, on behalf of a public governmental body or its representatives for negotiations with employee groups according to Missouri Statute 610.021.9 and that the record be closed.

XIII. ADJOURN

SECTION IV
A

**MINUTES OF THE
BELTON CITY COUNCIL
REGULAR MEETING
MARCH 22, 2016
CITY HALL ANNEX, 520 MAIN STREET
BELTON, MISSOURI**

Mayor Pro Tem Scott Von Behren called the meeting to order at 7:00 P.M.

Councilman Jeff Fletcher led the Pledge of Allegiance to the Flag.

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

CONSENT AGENDA:

Councilman Hoag moved to approve the consent agenda consisting of a **motion approving the minutes of the March 1, 2016, City Council special meeting and the March 8, 2016, City Council regular meeting; a motion approving the February 2016 Municipal Police Judge's Report; a motion approving Resolution R2016-13: A RESOLUTION AUTHORIZING THE CITY COUNCIL OF BELTON, MISSOURI TO APPOINT JASON HARRISON TO THE TAX INCREMENT FINANCING COMMISSION; and a motion approving the renewal of a maintenance agreement and software update for the Livescan computerized fingerprint system for the Police Department.** Councilman Trutzel seconded. All present voted in favor. Mayor Davis absent. Consent agenda approved.

PERSONAL APPEARANCES:

Blaine Elliott, 130 Apple Blossom Court, Belton, Missouri, addressed the Council with concerns over the chip and seal roads. He said there is a billboard for Belton that reads "Small town feel with big city amenities". That is what we all want but before we can get to the amenities we have to provide the basics. Basic amenities – core government functions. For 40 years he has called Belton home and during that time the City has done a good job maintaining its streets and roads. Unfortunately, in all that time I can never recall a city subdivision street being chip and sealed in the city. In October of 2015 he was in sudden shock of the City's decision to chip and seal the roads in his neighborhood. It dramatically increased the road noise, which is not good if you are trying to enjoy the peace and quiet of your home. He has had gravel bouncing off his car. We don't pay good tax dollars to have country roads. He did some research on the positive and negatives of chip and seal. Negative – increased road noise, increase tire wear, broken chip glass and paint on cars. He played a recording of the sound of him driving which he recorded 3 months after the chip and seal was placed on the road. Now it is not comfortable to walk on or take the dog for a walk. The aggregate goes everywhere. His driveway had no pitting and cracking prior to the chip and seal, but now it does. He distributed pictures of the examples of what the chip and seal has done to his driveway. The only one positive of chip and seal– it's cheaper. He said he is not sure what standard the city wants to go on. Policing, fire protection, saving of cost of a raise for mayor and council he would say if cheaper is better than forgoing a raise is way to go. Cheap is not a good reason to do it. The average life span of an asphalt road is 15-20 years, chips

and seal might extend it another 5-7 years, but it has to be quality. Before you chip and seal you have to prepare the road right. Nothing was done in his cul-de-sac to prepare the road for chip and seal. There was a lack of preparation and poor work. He complained to his elected officials and is sorry to say his councilmen didn't respond. The only one that responded was Mayor Davis who put him in touch with Jeff Fisher, Public Works Director, who tried to convince him chip and seal it the way to go; and Dave Frazier, Street Superintendent, who said it comes down to a matter of budget and he can only do so much with what he has. Mr. Elliott said his job as a parent is to feed, clothe, and shelter his children; the city is responsible to provide us with streets, sewers, police and fire protection and there is not enough in the budget to get decent roads. We are incumbent on you to provide us with that. There are complaints with TIF money, but we are giving away millions at a time and we can't maintain our city streets. He said he doesn't think this is the image we want to put forth for the city.

POLICE DEPARTMENT PRESENTATION OF 2015 DEPARTMENTAL AWARDS

Police Chief James Person said every year employees select a civilian employee of the year and a police employee of year. He presented Jeramiah Todd with the 2015 Civilian Employee of the Year Award and Shane Trotter with the 2015 Police Officer of the Year award.

In the letter of commendation to Jeramiah Todd, Chief Person read this award is voted on by your peers, supervisors and commanders. You came to work at the Belton Police Department in June of 2011 and have been assigned to duties in the jail. You have provided consistent good performance, and conduct business in a professional and friendly manner. During 2015, the jail worked short-staffed often due to injuries and extended medical leave. You stepped right up and never complained, filling in wherever needed. You even provided leadership and mentoring to new employees, and took on additional duties without prompting. You always have a pleasant, willing attitude and get along well with co-workers, citizens, and clients.

In the letter of commendation to MPO Shane Trotter –2015 Police Officer of the Year, Chief Person said criteria for the award includes both job performance and employee relations, both of which you excel in. In 1995 you were hired as corrections officer until you were promoted to Police Officer in 1999, and then ultimately Master Patrol Officer 2009. While in patrol you served as a Field Training Officer and have trained dozens of new police officers. Over the years you were also called upon to be Shift Commander on numerous occasions and performed exceptionally in that role as well. You have always been devoted and steadfast and an unfaltering patrolman, which are characteristics that are often challenging to find in an individual who has worked in a uniform for as many years as you have. It was not until just this year, in the winter of 2016, that you were transferred out of patrol into the School Resource Officer unit. Your performance over the years has been exemplary. Your peers look up to you and often try to model their work product after yours.

There was a recess for a reception to honor the award recipients.

Mayor Pro Tem Von Behren called the meeting back to order at 7:33 P.M.

ORDINANCES:

Patti Ledford, City Clerk, gave the final reading of Bill No. 2016-14 **as amended: AN ORDINANCE AMENDING SECTIONS: 42-36, RATES INSIDE THE CITY; 42-38, WATER RATES FOR APPROVED WATER DISTRICTS OR LOCAL**

GOVERNMENTS; 42-39, RATES FOR WATER CONSUMED OUTSIDE CITY; 42-296, SEWER SYSTEM USER RATES; OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF BELTON, MISSOURI. Presented by Councilman Trutzel, seconded by Councilman Hoag. Sheila Ernzen, Finance Director, walked through the process. She said at the February 23, 2016 Council meeting, the ordinance was presented to pass along a 3% increase as anticipated by Kansas City, but on that day the City received notice from Kansas City that the actual increase would be 4.24%. The Council amended the ordinance to reflect the 4.24% increase. However, at the March 8, 2016 meeting, the Council postponed the amendment and final reading of the ordinance. Councilman Savage said in the original budget we assumed a 3% increase which covered the cost of the water and added \$88,000 for water line replacement and finalized the budget with that assumption for water line replacement. **Councilman Savage moved to approve a 3.5% increase.** Councilman Hoag seconded. Councilman Lathrop said he is not sure that is in the city's best interest. Councilman Savage said he feels we have it covered. We have our costs covered. He feels it's a break we can give our residents and doesn't change the budget as far as numbers. Mayor Pro Tem Von Behren agreed it would be nice, but he would rather have a smaller increase in monthly bills then a year from now have to go to \$10-20 dollars a month. We don't want to have to make a larger increases later. He served on the water task force a couple of years ago and we are at the mercy of Kansas City. We need to get a second source and need to take step increases when they come across. Councilman Savage said we are not changing the budget – he hopes Kansas City has better thoughts next year, but in the meantime a 3.5% increase would possibly help out.

Vote on the motion to approve a 3.5% increase was recorded: Aye: 2, Councilmen Savage and Hoag; Noes: 6, Councilmen Lathrop, VanWinkle, Trutzel, Mayor Pro Tem Von Behren, Councilmen Fletcher, and Newell; Absent:1, Mayor Davis. Motion failed.

Vote on the final reading, as amended, was recorded: Ayes: 7, Councilman Trutzel, Mayor Pro Tem Von Behren, Councilmen Lathrop, Fletcher, Newell, VanWinkle, and Savage; Noes: 1, Councilman Hoag; Absent:1, Mayor Davis. Bill No. 2016-14 was declared passed and in full force and effect as Ordinance No. 2016-4183, subject to Mayoral veto.

Councilman Hoag moved to postpone Bill No. 2016-16 until April 12, 2016: **AN ORDINANCE OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING AN ON-CALL ENGINEERING PROFESSIONAL SERVICES AGREEMENT WITH BURNS & MCDONNELL / CAS, LLC.** Councilman Savage seconded. All voted in favor to postpone. Mayor Davis absent. Motion to postpone until April 12, 2016 passed.

Ms. Ledford gave the final reading of Bill No. 2016-17: **AN ORDINANCE OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING AN ON-CALL ENGINEERING PROFESSIONAL SERVICES AGREEMENT WITH CDM SMITH, INC.** Presented by Councilman Trutzel, seconded by Councilman Newell. Vote on the final reading was recorded; Ayes: 8, Councilmen Savage, Trutzel, Lathrop, Mayor Pro Tem Von Behren, Councilmen Fletcher, VanWinkle, Hoag and Newell; Noes: None; Absent: 1, Mayor Davis. Bill No. 2016-17 was declared passed and in full force and effect as Ordinance No. 2016-4184, subject to Mayoral veto.

Ms. Ledford gave the final reading of Bill No. 2016-18: **AN ORDINANCE OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING AN ON-CALL ENGINEERING PROFESSIONAL SERVICES AGREEMENT WITH HG CONSULT, INC.** Presented by Councilman Trutzel, seconded by Councilman Hoag. The Council was polled

and the following vote recorded; Ayes: 8, Councilmen Lathrop, Newell, Mayor Pro Tem Von Behren, Councilmen Savage, Hoag, Fletcher, Trutzel, and VanWinkle; Noes: None; Absent: 1, Mayor Davis. Bill No. 2016-18 was declared passed and in full force and effect as Ordinance No. 2016-4185, subject to Mayoral veto.

Ms. Ledford gave the final reading of Bill No. 2016-19: **AN ORDINANCE OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING AN ON-CALL ENGINEERING PROFESSIONAL SERVICES AGREEMENT WITH KRUGER TECHNOLOGIES, INC.** Presented by Councilman Trutzel, seconded by Councilman Hoag. The Council was polled and the following vote recorded; Ayes: 8, Councilmen Lathrop, Newell, Mayor Pro Tem Von Behren, Councilmen Savage, Hoag, Fletcher, Trutzel, and VanWinkle; Noes: None; Absent: 1, Mayor Davis. Bill No. 2016-19 was declared passed and in full force and effect as Ordinance No. 2016-4186, subject to Mayoral veto.

Ms. Ledford gave the final reading of Bill No. 2016-20, **AN ORDINANCE OF THE CITY OF BELTON, MISSOURI, AUTHORIZING AND APPROVING AN ON-CALL ENGINEERING PROFESSIONAL SERVICES AGREEMENT WITH OLSSON ASSOCIATES, INC.** Presented by Councilman Newell, seconded by Councilman Trutzel. The Council was polled and the following vote recorded; Ayes: 8, Councilmen Lathrop, Newell, Mayor Pro Tem Von Behren, Councilmen Savage, Hoag, Fletcher, Trutzel, and VanWinkle; Noes: None; Absent: 1, Mayor Davis. Bill No. 2016-20 was declared passed and in full force and effect as Ordinance No. 2016-4187, subject to Mayoral veto.

Ms. Ledford gave the final reading of Bill No. 2016-21: **AN ORDINANCE OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING AN ON-CALL ENGINEERING PROFESSIONAL SERVICES AGREEMENT WITH TERRACON CONSULTANTS, INC.** Presented by Councilman Hoag, seconded by Councilman Newell. The Council was polled and the following vote recorded; Ayes: 8, Councilmen Savage, Trutzel, Lathrop, Mayor Pro Tem Von Behren, Councilmen Fletcher, VanWinkle, Hoag and Newell; Noes: None; Absent: 1, Mayor Davis. Bill No. 2016-21 was declared passed and in full force and effect as Ordinance No. 2016-4188, subject to Mayoral veto.

Ms. Ledford gave the final reading of Bill No. 2016-22: **AN ORDINANCE OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING AN ON-CALL ENGINEERING PROFESSIONAL SERVICES AGREEMENT WITH TRANSYSTEMS CORPORATION.** Presented by Councilman Trutzel, seconded by Councilman Hoag. The Council was polled and the following vote recorded; Ayes: 8, Councilmen Lathrop, Newell, Mayor Pro Tem Von Behren, Councilmen Savage, Hoag, Fletcher, Trutzel, and VanWinkle; Noes: None; Absent: 1, Mayor Davis. Bill No. 2016-22 was declared passed and in full force and effect as Ordinance No. 2016-4189, subject to Mayoral veto.

Ms. Ledford gave the final reading of Bill No. 2016-23: **AN ORDINANCE OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING AN ON-CALL ENGINEERING PROFESSIONAL SERVICES AGREEMENT WITH TREKK DESIGN GROUP, LLC.** Presented by Councilman Hoag, seconded by Councilman Newell. Presented by Councilman Hoag, seconded by Councilman Newell. The Council was polled and the following vote recorded; Ayes: 8, Councilmen Trutzel, Mayor Pro Tem Von Behren, Councilmen Hoag, Lathrop, Fletcher, Newell, VanWinkle, and Savage ; Noes: None; Absent: 1, Mayor Davis. Bill No. 2016-23 was declared passed and in full force and effect as Ordinance No. 2016-4190, subject to Mayoral veto.

Ms. Ledford gave the final reading of Bill No. 2016-24: **AN ORDINANCE OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING CHANGE ORDER #1 WITH TERRY SNELLING CONSTRUCTION, INC. FOR THE 2015 STREET PRESERVATION PROJECT / CONCRETE REPLACEMENT INCREASING THE CONTRACT AMOUNT BY \$450,000.00.** Presented by Councilman Hoag, seconded by Councilman Newell. The Council was polled and the following vote recorded; Ayes: 8, Councilmen Savage, Trutzel, Lathrop, Mayor Pro Tem Von Behren, Councilmen Fletcher, VanWinkle, Hoag, and Newell; Noes: None; Absent: 1, Mayor Davis. Bill No. 2016-24 was declared passed and in full force and effect as Ordinance No. 2016-4191, subject to Mayoral veto.

Ms. Ledford gave the final reading of Bill No. 2016-25: **AN ORDINANCE APPROVING A COST SHARING AGREEMENT WITH MID-AMERICA REGIONAL COUNCIL (MARC) FOR THE KANSAS CITY METROPOLITAN REGIONAL AERIAL PHOTOGRAPHY PROJECT.** Presented by Councilman Trutzel, seconded by Councilman Hoag. The Council was polled and the following vote recorded; Ayes: 8, Councilmen Lathrop, Newell, Mayor Pro Tem Von Behren, Councilmen Savage, Hoag, Fletcher, Trutzel, and VanWinkle; Noes: None; Absent: 1, Mayor Davis. Bill No. 2016-25 was declared passed and in full force and effect as Ordinance No. 2016-4192, subject to Mayoral veto.

Ms. Ledford gave the final reading of Bill No. 2016-26: **AN ORDINANCE OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING A REPAIR SERVICE AGREEMENT WITH WEATHERPROOFING TECHNOLOGIES, INC. FOR ROOF REPAIRS TO THE WASTEWATER TREATMENT PLANT BUILDING IN A NOT-TO-EXCEED AMOUNT OF \$6,328.54.** Presented by Councilman Lathrop, seconded by Councilman Newell. The Council was polled and the following vote recorded; Ayes: 8, Councilmen Lathrop, Newell, Mayor Pro Tem Von Behren, Councilmen Savage, Hoag, Fletcher, Trutzel, and VanWinkle; Noes: None; Absent: 1, Mayor Davis. Bill No. 2016-26 was declared passed and in full force and effect as Ordinance No. 2016-4193, subject to Mayoral veto.

Ms. Ledford gave the final reading of Bill No. 2016-27: **AN ORDINANCE AUTHORIZING A SALARY ADJUSTMENT FOR THE MAYOR OF THE CITY OF BELTON EFFECTIVE APRIL 1, 2017.** Presented by Councilman Newell, seconded by Councilman Trutzel. Councilman Savage stated for the record we our voting ourselves a raise for the future, nothing that has to do with the April election. He said he feels it is something that needs an adjustment and it is looking into the future. Councilman Newell said he echoes Councilman Savage's sentiments. The Council was polled and the following vote recorded; Ayes: 8, Councilmen Lathrop, Newell, Mayor Pro Tem Von Behren, Councilmen Savage, Hoag, Fletcher, Trutzel, and VanWinkle; Noes: None; Absent: 1, Mayor Davis. Bill No. 2016-27 was declared passed and in full force and effect as Ordinance No. 2016-4194, subject to Mayoral veto.

Ms. Ledford gave the final reading of Bill No. 2016-28: **AN ORDINANCE AUTHORIZING A SALARY ADJUSTMENT FOR THE COUNCILMAN POSITION OF THE CITY OF BELTON EFFECTIVE APRIL 1, 2018.** Presented by Councilman Trutzel, seconded by Councilman Newell. The Council was polled and the following vote recorded; Ayes: 8, Councilmen Savage, Trutzel, Lathrop, Mayor Pro Tem Von Behren, Councilmen Fletcher, VanWinkle, Hoag and Newell; Noes: None; Absent: 1, Mayor Davis. Bill No. 2016-28 was declared passed and in full force and effect as Ordinance No. 2016-4195, subject to Mayoral veto.

Ms. Ledford gave the final reading of Bill No. 2016-29: **AN ORDINANCE AUTHORIZING THE CITY OF BELTON, MISSOURI TO APPROVE THE AGREEMENT WITH KENTON BROTHERS LOCKSMITH, INC. TO UPGRADE THE DOOR SCAN ACCESS SECURITY LOCKS FOR FIRE STATION #1 AND FIRE STATION #2.** Presented by Councilman Trutzel, seconded by Councilman Lathrop. Megan McGuire, City Attorney, noted a few changes which are highlighted on pages 76, Page 78, 80, 81 and 82. The Council was polled and the following vote recorded; Ayes: 8, Councilmen Lathrop, Mayor Pro Tem Von Behren, Councilmen Hoag, Trutzel, Fletcher, Newell, VanWinkle, and Savage; Noes: None; Absent: 1, Mayor Davis. Bill No. 2016-29 was declared passed and in full force and effect as Ordinance No. 2016-4196, subject to Mayoral veto.

Ms. Ledford gave the final reading of Bill No. 2016-30: **AN ORDINANCE APPROVING THE RE-APPROPRIATION & REVISION OF THE FISCAL YEAR 2016 ADOPTED CITY BUDGET TO REFLECT A CONTRACT WITH KENTON BROTHERS LOCKSMITH, INC. TO UPGRADE THE DOOR SCAN ACCESS SECURITY LOCKS FOR FIRE STATION #1 AND FIRE STATION #2.** Presented by Councilman Hoag, seconded by Councilman Lathrop. The Council was polled and the following vote recorded; Ayes: 8, Mayor Pro Tem Von Behren, Councilmen Trutzel, Hoag, Savage, Fletcher, Newell, Lathrop, Newell, VanWinkle, and Lathrop; Noes: None; Absent: 1, Mayor Davis. Bill No. 2016-30 was declared passed and in full force and effect as Ordinance No. 2016-4197, subject to Mayoral veto.

Ms. Ledford read Bill No. 2016-32: **AN ORDINANCE DETERMINING AND DECLARING THE NECESSITY OF ACQUIRING FOR PUBLIC USE TEMPORARY CONSTRUCTION EASEMENTS AND PERMANENT EASEMENTS FOR THE CONSTRUCTION AND MAINTENANCE OF STORM DRAINAGE IMPROVEMENTS RELATED TO THE PACIFIC DRIVE STORM DRAINAGE IMPROVEMENTS PROJECT GENERALLY LOCATED IN SECTION 14, 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 AND PROPERTY ACQUISITION BY CONTRACT OR CONDEMNATION; AND AUTHORIZING THE CITY ATTORNEY AND HIS/HER DESIGNEES TO INSTITUTE CONDEMNATION PROCEEDINGS IF SUCH INTERESTS IN LAND CANNOT BE ACQUIRED BY PURCHASE THROUGH GOOD FAITH NEGOTIATIONS.** Presented by Councilman Trutzel, seconded by Councilman Hoag. Vote on the first reading was recorded with all present voting in favor. Mayor Davis absent. First reading passed.

Ms. Ledford read Bill No. 2016-33: **AN ORDINANCE APPROVING A SPECIAL USE PERMIT TO ALLOW A ONE (1) SIDED DIGITAL BILLBOARD SIGN, LOCATED IN A C-2 (GENERAL COMMERCIAL) DISTRICT, ALONG THE EAST SIDE OF I-49, JUST SOUTH OF 162ND STREET, ADDRESSED AS 16241 E. OUTER ROAD, BELTON, MISSOURI.** Presented by Councilman Hoag, seconded by Councilman Trutzel. There was some discussion and Councilman Trutzel noted the Planning Commission had discussion pertaining to the brightness of the sign, and the applicant Glenn Hills, was very accommodating in making sure to have some outside sources regulating the sign so it won't be blinding. Vote on the first reading was recorded with all voting in favor. Mayor Davis absent. First reading passed.

Ms. Ledford read Bill No. 2016-34: **AN ORDINANCE APPROVING THE REAPPROPRIATION & REVISION OF THE CITY OF BELTON FISCAL YEAR 2016 ADOPTED CITY BUDGET.** Presented by Councilman Lathrop, seconded by Councilman Hoag. Vote on the first reading was recorded with all voting in favor. Mayor Davis absent. **Councilman Savage moved to hear the final reading.** Councilman Hoag seconded. All present voted in favor. The final reading was read. Presented by Councilman Savage, seconded by Councilman Trutzel. The Council was polled and the following vote recorded; Ayes: 8, Councilmen Lathrop, Newell, Mayor Pro Tem Von Behren, Councilmen Savage, Hoag Fletcher, Trutzel, and VanWinkle; Noes: None; Absent: 1, Mayor Davis. Bill No. 2016-34 was declared passed and in full force and effect as Ordinance No. 2016-4198, subject to Mayoral veto.

Ms. Ledford read Bill No. 2016-35: **AN ORDINANCE AUTHORIZING AND APPROVING A PUBLIC SERVICES AGREEMENT BETWEEN THE CITY OF BELTON, MISSOURI AND DOWNTOWN MAIN STREET, INC. TO PROVIDE PUBLIC SERVICES SUPPORT FOR THE FALL FESTIVAL IN BELTON, MISSOURI IN SEPTEMBER 2016.** Presented by Councilman Hoag, seconded by Councilman Trutzel. Vote on the first reading was recorded with all voting in favor. Mayor Davis absent. First reading passed.

RESOLUTIONS:

Ms. Ledford read Resolution R2016-14: **A RESOLUTION APPROVING TASK AGREEMENT # 1 WITH STREETWISE, INC. FOR THE PURPOSE OF COMPLETING THE ANNUAL STREET STRIPING PROGRAM AT A NOT TO EXCEED AMOUNT OF \$67,000.** Presented by Councilman Hoag, seconded by Councilman Lathrop. Vote on the resolution was recorded with all voting in favor. Mayor Davis absent. Resolution passed.

Ms. Ledford read Resolution R2016-15: **A RESOLUTION APPROVING TASK AGREEMENT #2016-1 WITH WIEDENMANN, INC. TO MAKE NECESSARY SANITARY SEWER MAIN REPAIR AT 407 HACKBERRY STREET AT A NOT TO EXCEED AMOUNT OF \$11,143.** Presented by Councilman Hoag, seconded by Councilman Lathrop. Vote on the resolution was recorded with all voting in favor. Mayor Davis absent. Resolution passed.

CITY COUNCIL LIAISON REPORTS:

Councilman Fletcher, Park Board Liaison, reported the Cleveland Lake cleanup is this Saturday. The dog park will open on April 22, 2016; the grand opening for disc golf will be May 14. Last Saturday was the Easter egg hunt.

Police Chief James Person said they have been working with Ted Lange, Park Department, because they budgeted money in the 2017 budget that was approved for landscaping at the police station and the park is re-purposing some the native grass at the police station to put in some of the islands around the city.

CITY MANAGER'S REPORT:

Jeff Fisher, Public Works Director, updated the Council on the Mullen Road project – it is expected to open this Thursday or Friday. It has gone well and is ahead of schedule.

Norman Larkey, Fire Chief, said he and a couple of others will be going to Wisconsin next week for a final inspection on two fire trucks and we should have them in town the week of April 4 and hopefully in service by the middle of April.

Megan McGuire, City Attorney, provided a PowerPoint presentation from Shockey Consulting on the sales tax continuation question on the April 5 election ballot. Councilman Trutzel requested in be put on Facebook.

Ms. McGuire also gave an update on the city attorney's office construction.

OTHER BUSINESS:

Councilman Fletcher announced the Cass County Job Fair and Expo is April 9 from 10:00 A.M.-2:00 P.M., 107 W Pirate Parkway, Belton Middle School.

Councilman Savage responded to the personal appearance of Blaine Elliot. He asked Public Works Director Jeff Fisher to bring it back to talk about it at a work session pertaining to chip and seal roads. Also, Mr. Elliott mentioned he sent emails to councilmen and Councilman Savage said he didn't get any email from Mr. Elliott and so he asked the city's IT company to look into why he didn't get it.

Councilman Trutzel said there isn't anyone sitting here that doesn't want asphalt roads –the cost to do one block of asphalt is \$20,000. If we asphalt all of them that would be many millions of dollars. He asked Sheila Ernzen, Finance Director, how long it would take to pay that off and she said about 100+ years to pay it off. Councilman Trutzel said there are a lot of things are can't financially do. We are not going to have all the asphalt roads in neighborhoods. Councilman Savage said he just wants to know for sure that we are doing the absolute best that we are doing.

At 8:20 P.M., Councilman Savage moved to enter into Executive Session to discuss matters pertaining to preparation, including any discussion or work product, on behalf of a public governmental body or its representatives for negotiations with employee groups according to Missouri Statute 610.021.9 and that the record be closed. Councilman Hoag seconded. The following vote was recorded; Ayes: 8, Mayor Pro Tem Von Behren, Councilmen Savage, Trutzel, Hoag, Lathrop, VanWinkle, Newell, Fletcher, and Trutzel; Noes: None; Absent: 1, Mayor Davis.

The Council returned from Executive Session at 9:18 P.M. Being no further business, Councilman Savage moved to adjourn. Councilman Lathrop seconded. All voted in favor. Mayor Davis absent. Meeting adjourned.


Patti Ledford, City Clerk

Scott Von Behren, Mayor Pro Tem

**CITY OF BELTON, MISSOURI
CITY COUNCIL
SPECIAL MEETING MINUTES
TUESDAY, MARCH 29, 2016
CITY HALL ANNEX, 520 MAIN STREET**

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

Councilmembers present: Jeff Davis, Gary Lathrop, Tim Savage, Scott Von Behren, Chet Trutzel, Dean VanWinkle, Robert Newell, and Jeff Fletcher. Absent: Councilman Al Hoag. Also present were Ron Trivitt, City Manager; Megan McGuire, City Attorney; and Andrea Cunningham, Executive Secretary.

At 7:01 P.M. **Councilman Savage moved to enter into executive session to discuss matters pertaining to Legal Actions, according to Missouri Statute 610.021.1, and that the record be closed.** Councilman Lathrop seconded.

The following vote was recorded; Ayes: 8, Mayor Davis, Councilmen Lathrop, Savage, Von Behren, Fletcher, Trutzel, VanWinkle, and Newell; Noes: None; Absent: 1, Councilmen Hoag. Motion carried.

The Council returned from Executive Session at 7:50 P.M. Being no further business, Councilman Savage moved to adjourn at 7:51 P.M. Councilman Lathrop seconded. All present voted in favor. Councilman Hoag absent. Special meeting adjourned.



Andrea Cunningham, Executive Secretary

Jeff Davis, Mayor

**CITY OF BELTON, MISSOURI
CITY COUNCIL
SPECIAL MEETING MINUTES
TUESDAY, APRIL 4, 2016
CITY HALL ANNEX, 520 MAIN STREET**


Mayor Davis called the special meeting to order at 6:30 P.M.

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

At 6:30 P.M. **Councilman Savage moved to enter into executive session to discuss matters pertaining to Legal Actions, according to Missouri Statute 610.021.1, and that the record be closed.** Councilman Lathrop seconded.

The following vote was recorded; Ayes: 9, Mayor Davis, Councilmen Savage, Hoag, Newell, Von Behren, Fletcher, Lathrop, Trutzel, VanWinkle; Noes: None; Absent: None. Motion carried.

The Council returned from Executive Session. Being no further business, Councilman Lathrop moved to adjourn at 7:46 P.M. Councilman Hoag seconded. All voted in favor. Special meeting adjourned.


Patti Ledford, City Clerk

Jeff Davis, Mayor

SECTION V
A

AN ORDINANCE OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING AN ON-CALL ENGINEERING PROFESSIONAL SERVICES AGREEMENT WITH **BURNS & MCDONNELL / CAS, LLC.**

WHEREAS, following Sections 8.285 through 8.291 of Chapter 8 of the Missouri Revised Statutes, staff advertised the Request for Qualifications (RFQ) for On-Call Engineering and Professional Services for the City of Belton Missouri on December 8, 2015. Specific areas of expertise that staff requested Qualifications Packets on were as follows:

- Transportation Engineering and Planning
- Utility Infrastructure Improvements including design and engineering services for water distribution, stormwater, and wastewater collection systems
- Stormwater management and water resources
- Geotechnical engineering and geologic consulting services
- Surveying services
- General community planning services
- Architectural services; and

WHEREAS, January 11, 2016 was the deadline for consultants to submit Qualifications Packets for consideration of the On-Call Engineering and Professional Services and staff received Qualifications Packets from 28 interested consulting firms; and

WHEREAS, staff interviewed 10 of the firms from January 21-27, 2016 and shortlisted the specialty firms (KTI and Terracon – geotechnical services); and

WHEREAS, staff recommends that the City contract with the following eight highly qualified firms: Burns & McDonnell, CDM Smith, Hg Consult, KTI, Olsson Associates, Terracon, TranSystems, and TREKK.

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

- SECTION 1. It is hereby found, determined, and declared that it is necessary and in the best interest for the public purpose of engineering and designing the construction and maintenance of public improvements which are for the benefit of the citizens of the City.
- SECTION 2. That the City of Belton, Missouri shall approve and authorize an On-Call Engineering Professional Services Agreement with **Burns & McDonnell / CAS, LLC** as set forth in **Exhibit A** attached hereto and made part hereof as fully as if set forth herein verbatim.
- SECTION 3. This ordinance shall take effect and be in full force from and after its passage and approval.
- SECTION 4. That all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

READ FOR THE FIRST TIME: February 23, 2016

READ FOR THE SECOND TIME AND PASSED:

Mayor Jeff Davis

Approved this _____ day of _____, 2016.

Mayor Jeff Davis

ATTEST:

Patricia Ledford, City Clerk
City of Belton, Missouri

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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the _____ day of _____, 2016, and thereafter adopted as Ordinance No. 2016-_____ of the City of Belton, Missouri, at a regular meeting of the City Council held on the _____ day of _____, 2016, after the second reading thereof by the following vote, to-wit:

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

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



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: April 12, 2016

DIVISION: Public Works

COUNCIL: Regular Meeting Work Session Special Session

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

ISSUE/RECOMMENDATION:

The existing On-Call Engineering Professional Service Agreements expired in February of this year. Staff has been working towards selecting engineering and professional consulting firms for the City to contract with under an On-Call Engineering and Professional Services Agreement. Staff advertised the Request for Qualifications (RFQ) on December 8, 2015 and received Qualification Packets on January 11, 2016 from 28 interested consulting firms. Staff interviewed 10 of the firms from January 21-27, 2016. Staff is recommending that six of the 10 firms that were interviewed be awarded contracts for on-call engineering professional services.

Kruger Technologies, Inc. and Terracon provide geotechnical and construction testing services and are recommended to provide those specific services. In total, Staff is recommending that the City contract with the following eight highly qualified firms:

- Burns & McDonnell/CAS, LLC
- CDM Smith, Inc.
- Hg Consult, Inc.
- Kruger Technologies, Inc.
- Olsson Associates
- Terracon Consultants Inc.
- TranSystems Corporation
- TREKK Design Group, LLC

The above listed firms can provide a wide-range of services to the City including but not limited to transportation engineering and planning, utility design of water, wastewater, and stormwater infrastructure, surveying, geotechnical, architectural, facility, planning, financial, structural, and public education and outreach services.

PROPOSED CITY COUNCIL MOTION:

At the April 12, 2016 City Council Regular Meeting, approve the second reading of ordinance of the City of Belton, Missouri authorizing and approving On-Call Engineering Professional Services Agreement with **Burns & McDonnell/CAS, LLC**.

BACKGROUND:

Prior to 2011, the Public Works Department had made it a practice to select engineering consultants per task or project. On February 8, 2011, City Council approved and contracted with the following four consultants in order to provide on-call engineering professional services: DRG (Alfred Benesch), Olsson Associates, TranSystems, and TREKK. The on-call format of the contracts has been very successful for the City in multiple ways including responsiveness to demands, increased flexibility, and streamlined administrative processes. Continuation of utilizing on-call contracts is recommended by staff in order to maintain efficiency.

Staff also used this RFQ process to receive Qualification Packets from several architectural firms for on-call services. Interviews and selections are on-going and recommendations by the Directors of Public Works and Community and Economic Development will be presented to City Council in the future.

IMPACT/ANALYSIS:

Task Agreements will be utilized and the current Purchasing Policy per the City of Belton Code of Ordinances will be followed.

STAFF RECOMMENDATION, ACTION, AND DATE:

At the April 12, 2016 City Council Regular Meeting, approve the second reading of ordinance of the City of Belton, Missouri authorizing and approving On-Call Engineering Professional Services Agreement with **Burns & McDonnell/CAS, LLC**.

LIST OF REFERENCE DOCUMENTS ATTACHED:

Burns & McDonnell/ CAS, LLC Ordinance and Agreement



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

ON-CALL PROFESSIONAL SERVICES AGREEMENT

THIS Agreement ("Agreement") is by and between the City of Belton, Missouri, a constitutional charter City ("CITY"), and Burns & McDonnell Engineering Company, Inc., a Missouri corporation, authorized to conduct business in Missouri and located at 9400 Ward Parkway, Kansas City, Missouri ("PROFESSIONAL"; CITY and PROFESSIONAL each a "Party", and collectively the "Parties").

NOW, THEREFORE, in consideration of the payments and mutual agreements contained in this Agreement, City and Professional agree as follows:

PART I – SPECIAL TERMS AND CONDITIONS

Sec. 1.01 On-Call Professional Services.

The engineering consulting services to be provided under this Agreement will be provided on an On-Call basis in the following categories of work:

Professional shall perform civil and environmental engineering and related professional services for projects involving the planning, construction, reconstruction or rehabilitation of roadways and utility infrastructure facilities; stormwater management and water and other natural resources; related land use and public involvement services; and to otherwise assist the City in completing selected engineering and Capital Improvement Projects. In addition services may include various engineering consulting services such as, but not limited to, general consulting, design and planning studies, development plan review, policy and criteria review and development, state and federal compliance assistance, surveying, construction observation/inspection and management, and attendance at City meetings.

Professional Services provider (Professional) shall be prepared to provide the services in a timely and comprehensive manner.

The City reserves the right to utilize any combination of Professionals on a cooperative/collaborative basis as needed to complete engineering services for particular assignments.

Sec. 1.02 Tasks and Responsibilities to be performed by Professional.

- A. Task Agreements shall be used to describe the parties' mutual agreement on the Scope of Services, schedule, compensation, and other particulars as stated therein. Task Agreements shall be in the general form shown in **Attachment 1**, attached hereto. Task Agreements are binding only after acceptance and execution by duly authorized representative of both parties. Each Task Agreement shall govern the parties' rights and obligations with respect to each assignment.

Each Task Agreement shall be deemed a supplement to this Agreement and as such all terms and conditions of the Task Agreement shall be incorporated into this Agreement.

- B. Each Task Agreement shall be executed by duly authorized representatives of both parties, following the appropriate approval process up to and including City Council Approval, and according to the most current policy as stated in the City of Belton's Code of Ordinances.
- C. City shall have the right to inspect and review the work being done and to consult with Professional at any reasonable time. Conferences will be held at the request of City or Professional.
- D. If it is determined to be in the best interest of the work, Professional shall replace the project manager or any other employee of the Professional, Subcontractors, Suppliers or other persons or organizations performing or furnishing any of the work on an assignment upon written request by the Owner.
- E. The City's Standard Terms and Conditions as set forth in Part II herein, shall be furnished to the Professional prior to signing this Agreement. If the Standard Terms and Conditions are modified, both Parties shall agree to modifications in writing prior to modifications being made.
- F. Professional shall notify the City if Professional encounters or learns of any unforeseen change in condition or constituents of concern related to the project or site of a Task Agreement.

Sec. 1.03 Tasks and Responsibilities to be performed by City.

City shall:

- A. Pay Professional pursuant to provisions in Section 1.05 Compensation and Reimbursables.
- B. Make available to Professional all existing records, maps, plans, and other data possessed by City when such are necessary, advisable, or helpful to Professional in the completion of the work under this Agreement.
- C. Designate in writing a person to act as City representative with respect to the work to be performed under this Agreement, or their designee pursuant to the terms of a Task Agreement; with such person having complete authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to the materials, equipment elements and systems pertinent to the work covered by this Agreement and a related Task Agreement, and the responsibility to be available to inspect and review the work and to consult with Professional at any reasonable time.
- D. Provide standard City forms as required.

- E. Provide access to the City's Geographical Information System (GIS) Data for the length of this Agreement.

Sec. 1.04 Term of Agreement.

Unless sooner terminated as provided herein and subject to an annual Professional Services Performance Appraisal, this Agreement shall remain in force for a period of three (3) years. Performance Appraisals of the Professional shall be completed on an annual basis concurrently with negotiations of the Schedule of Hourly Rates and Expenses. The Performance Appraisal form is attached hereto as **Attachment 2**. The Director of Public Works is authorized to extend the Agreement for two (2) subsequent one-year periods. The total term of the Agreement shall not exceed five (5) years.

Sec. 1.05 Compensation and Reimbursables.

- A. The maximum amount that City shall pay the Professional under this Agreement shall be in accordance with the terms of each Task Agreement. Compensation shall be based upon hourly estimates of time needed to complete the Scope of Services in the Task Agreement using the Schedule of Hourly Rates attached hereto in **Attachment 3**:
 - a. A schedule of expenses and position classifications and the salary range for each expense and position of the Professional, including the approved subcontractors of the Professional, is included as a part of **Attachment 3**. Professional and the Professional's approved subcontractors may negotiate to revise their Schedules of Hourly Rates and Expenses annually. The Professional will submit the revised Schedule of Hourly Rates and Expenses to the City in December of each year that this Agreement is in effect. Subject to the approval of the Director of Public Works, and in his or her sole discretion, the revised Schedule of Hourly Rates and Expenses shall become effective with regard to this Agreement and the Services performed under any subsequent Task Agreement on January 1st of the next calendar year. The approval of a revised Schedule of Hourly Rates and Expenses shall not affect the hourly rates and expenses of any then current Task Agreements. In the event the revised Schedule of Hourly Rates and Expenses is not approved, Professional and City shall enter into negotiations to finalize the new Schedule. The then current Schedule shall continue and be applicable to subsequent Task Agreements during negotiations.
 - b. Actual reasonable expenses incurred by the Professional directly related to the Professional's performance under this Agreement, to include only the following, in an amount of actual costs. The following are the reimbursable expenses that City has approved:
 - i. Printing, Plotting, Copying, Mailings (actual costs)
 - ii. Newspaper Advertising (actual costs)
 - iii. Mileage (current IRS rate per mile)
 - iv. Geotechnical Services (actual costs)
 - v. Rental of special equipment
 - c. City is not liable for any obligation incurred by the Professional except as approved under the provisions of this Agreement.

d. Project-related federal, state and local permit costs will be paid for directly by the City.

B. Method of Payment.

a. Professional shall invoice City monthly setting forth the total effort expended on an hourly basis and all actual reasonable expenses incurred and allowed under this Agreement attributable to each Task Agreement. In addition, a cover letter, with a brief statement describing the work performed under each invoice, shall accompany each invoice. City, upon approving the invoice(s), shall remit payment. Time is of the essence in payment of statements, and timely payment is a material part of the consideration of this Agreement. A late payment charge may be added to all amounts not paid within 45 days of statement date and shall be calculated at 0.5 percent per month from the statement date.

C. Condition Precedent to Payment.

a. It shall be a condition precedent to payment of any invoice from the Professional that the Professional is in compliance with, and not in material breach or default of, all terms, covenants and conditions of this Agreement. If damages are sustained by City as a result of material breach or default by the Professional, City may withhold payment(s) to the Professional for the purpose of set off until such time as the exact amount of damages due City from the Professional may be determined, and

b. No request for payment will be processed unless the request is in proper form, correctly computed, and is approved as payable under the provisions of a Task Agreement pursuant to this Agreement. City is not liable for any obligation incurred by the Professional except as approved under the provisions of a Task Agreement pursuant to this Agreement.

Sec. 1.06 Notices.

All notices required by this Agreement shall be in writing sent by regular U.S. mail, postage prepaid, or commercial overnight courier to the following:

CITY:

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

AND

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

AND

Megan McGuire, City Attorney, 506 Main Street, Belton, MO 64012

PROFESSIONAL:

Cliff Cate, Director of Water/Wastewater Systems, 9400 Ward Parkway, Kansas City, MO 64114

AND

Jeff Heidrick, Project Manager, 9400 Ward Parkway, Kansas City, MO 64114

All notices are effective on the date mailed, deposited with courier, or emailed.

Sec. 1.07 Merger.

This Agreement consists of Part I, Special Terms and Conditions and any Attachments and any documents incorporated by reference; Part II, Standard Terms and Conditions; and any Task Agreements. This Agreement, including any Attachments and incorporated documents, constitutes the entire agreement between City and the Professional with respect to this subject matter.

Sec. 1.08 Conflict Between Agreement Parts.

In the event of any conflict or ambiguity between the Special Terms and Conditions of Part I, the Standard Terms and Conditions of Part II of this Agreement, and a Task Agreement(s), Part I will be controlling.

Sec. 1.09 Attachments to Agreement.

The following documents are Attachments to this Agreement and are attached hereto and incorporated herein by this reference:

- Attachment 1 – Generic Task Agreement
- Attachment 2 – Professional Services Performance Appraisal
- Attachment 3 – Schedule of Hourly Rates and Expenses
- Attachment 4 – Standard Certificate of Insurance Form
- Attachment 5 – Affidavit of Enrollment if Federal Work Authorization Program

Sec. 1.10 Subcontracting.

Professional is hereby authorized to subcontract on a limited basis subject to a City review and approval on a case-by-case basis of Professional's proposed subcontractor.

- A. This Agreement, in its entirety herein, shall be included with any agreement between the Professional and the subcontractor.
- B. Subcontractors are subject to the same insurance coverage limits and time frames as the Professional.

PART II – STANDARD TERMS AND CONDITIONS

Sec. 2.01 General Indemnification.

Professional shall indemnify, and hold harmless City and any of its agencies, officials, officers, or employees from and against, damages, , losses, costs, and expenses, including reasonable attorneys' fees, to the extent caused by the Professional's negligent acts or omissions in connection with this Agreement, or caused Professional, employees, agents, or subcontractors, or caused by others for whom Professional is liable. Nothing in this section shall apply to indemnification for professional negligence which is specified in a separate provision of this Agreement. Professional's obligations under this section shall not include indemnification of the City, its agencies, officials, officers, or employees for such parties' negligence, acts, omissions, or fault. After final adjudication, should a court determine Professional was a contributing cause of the damage, then Professional agrees to reimburse City for reasonable attorney's fees and defense costs incurred by City up to Professional's respective percentage of fault.

Sec. 2.02 Indemnification for Professional Negligence.

Professional shall indemnify, and hold harmless City and any of its agencies, officials, officers, or employees from and against damages, losses, costs, and expenses, including reasonable attorneys' fees, to the extent the negligent acts or omissions in connection with this Agreement, and caused by Professional, its employees, agents, subconsultants, or caused by others for whom Professional is liable, in the performance of professional services under this Agreement. Professional is not obligated under this section to indemnify City for the negligent acts of City or any of its agencies, officials, officers, or employees. After final adjudication, should a court determine Professional was a contributing cause of the damage, then Professional agrees to reimburse City for reasonable attorney's fees and defense costs incurred by City up to Professional's respective percentage of fault.

Sec. 2.03 Insurance.

A. Professional shall procure and maintain in effect throughout the duration of this Agreement, and for a period of two (2) years thereafter, insurance coverage in the types and amounts specified below. In the event that additional insurance, not specified herein, is required during the term of this Agreement, Professional shall supply such insurance, if available, at City's cost.

a. Commercial General Liability Insurance: with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, written on an "occurrence" basis. The policy shall be written or endorsed to include the following provisions:

- i. Severability of Interests Coverage applying to Additional Insureds
- ii. Contractual Liability
- iii. Per Project General Aggregate Liability Limit or, where not available, the aggregate limit shall be \$2,000,000
- iv. Additional Insured Endorsement, ISO form CG20 10 07 04 and CG 20 37 07 04 or its equivalent

- b. Workers' Compensation Insurance: as required by statute, including Employers Liability with limits of:

Workers Compensation Statutory
Employers Liability
\$100,000 accident
\$500,000 disease-policy limit
\$100,000 disease-each employee

- c. Commercial Automobile Liability Insurance: with a limit of \$1,000,000 per accident, covering owned, hired, and non-owned automobiles. Coverage provided shall be written on an "occurrence" basis. The insurance will be written on a Commercial Business Auto form, or an acceptable equivalent, and will protect against claims caused by the operation of motor vehicles, as to acts done in connection with the Agreement, by Professional.

- d. Professional Liability Insurance: with limits Per Claim/Annual Aggregate according to the following schedule:

Professional's Task Agreement Amount	Insurance Limits
Less than \$25,000	\$100,000
\$25,000 or more, but less than \$50,000	\$500,000
\$50,000 or more, but less than \$500,000	\$1,000,000
\$500,000 or more	\$2,000,000

- 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 Commercial General and Automobile Liability Insurance specified above shall provide that City and its agencies, officials, officers, and employees, while acting within the scope of their authority, will be included as additional insureds for the services performed under this Agreement. Professional shall provide to City at execution of this Agreement a certificate of insurance showing all required endorsements and additional insureds. The certificate shall be on the City form furnished in **Attachment 4** or its equivalent.
- 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 Professional to maintain the required insurance coverage in force at all times as required herein; its failure to do so will not

relieve it of any contractual obligation or responsibility. In the event of Professional's failure to maintain the required insurance in effect, City may order Professional 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. City and Professional release each other and waive all rights of subrogation against each other and their officers, directors, agents, or employees for damage covered by property insurance during and after the completion of Professional's services. A provision similar to this shall be incorporated into all construction contracts entered into by City, and all construction contractors shall be required to provide waivers of subrogation in favor of City and Professional for damage covered by any construction contractor's property insurance.

Sec. 2.04 Design Standards and Endorsement.

- A. Except as otherwise directed in writing by City, Professional shall use applicable design standards, in effect as of the date of the Task Agreement, that are required by federal, state, local laws or codes or such standards recognized and used in the industry that are in effect as of the date Task Agreement. In the development of any design under this Agreement, Professional shall comply with all applicable provisions of the Americans with Disabilities Act, Public Law 101-336 as well as 28 CFR parts 35 and 36 and 29 CFR part 1630, as applicable and as amended from time to time, and shall comply with the City's Buy American policy. Professional shall notify and explain to City any applicable exceptions under these acts. The City acknowledges that the requirements of the Americans with Disabilities Act, Fair Housing Act and other federal, state and local accessibility laws, rules, codes, ordinances and regulations will be subject to various and possibly contradictory interpretations. The Professional therefore, will use its reasonable professional efforts and judgment to interpret applicable accessibility requirements in effect as of the date of execution of this Agreement, and as they apply to the Project. The Professional, however, cannot and does not warrant or guarantee that the City's Project will comply with all interpretations of the accessibility requirements and/or the requirements of the federal, state and local laws, rules, codes, ordinances and regulations as they apply to the Project.
- B. Professional shall endorse all plans and specifications, or estimates, and engineering data furnished under this Agreement if prepared by Professional. All Professional's subconsultants as appropriate shall endorse their respective plans and specifications, or estimates, and engineering data furnished for the Plan or Project.
- C. Professional shall monitor quality assurance for their design services and shall revise the design and plans at their own expense in case of error or oversight in design by Professional. Such revisions shall be Professional's sole and exclusive obligation and City's sole and exclusive remedy for errors or oversights by Professional.
- D. In no event will either party be liable to the other for any special, indirect, or consequential damages including, without limitation, damages or losses in the nature of increased Project

costs, loss of revenue or profit, lost production, claims by customers, and/or governmental fines or penalties.

Sec. 2.05 Copyright and Ownership of Documents.

- A. Professional shall deliver work products to the City that may include but are not limited to the following:
- a. Property descriptions for right-of-way acquisition, including easements and exhibits;
 - b. Preliminary and final plans, reports, exhibits, models, renderings, and other information hard copy, electronic file, or any reproducible media as requested by the City;
 - c. Construction drawings in both a 24" x 36" format and a reduced 11" x 17" format, on paper and reproducible media as requested by the City;
 - d. Survey maps and placement of monuments as required by the City;
 - e. As-built record drawings hard copy, electronic file, or any reproducible media as requested by the City;
 - f. Project files, including permits, correspondence, memoranda, telephone logs, inspection reports, and testing results;
 - g. Land use permit applications; and
 - h. Complete permit applications from other agencies.

Survey notes, diaries, sketches, charts, computations and other data shall be made available upon request by City without restriction or limitation of their use. There shall be no legal limitations upon City in the subsequent use of the documents or ideas developed in the documents. In the event that any of the documents are reused by City, the nameplates or other identification to the Professional will be removed and the Professional will be released of subsequent liabilities. In the event that any of the design drawings are reused or modified by City, the name plates or other identification to the Professional will be removed.

Professional shall maintain its books, documents, and records relating to this Agreement during the Agreement period and for ten (10) years after the date of final payment for a Task Agreement.

Sec. 2.06 Governing Law.

This Agreement shall be construed and governed in accordance with the law of the State of Missouri. The parties submit to the jurisdiction of the courts of the State of Missouri and waive venue.

Sec. 2.07 Compliance with Laws.

Professional shall comply with all federal, state and local laws, ordinances and regulations applicable to the work and this Agreement and in effect as of the date of Services rendered.

Sec. 2.08 Termination.

- A. The obligation to provide further services under this Agreement may be terminated for cause by either party upon 30 days written notices in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

- B. The obligation to provide further services under this Agreement may be terminated for convenience; City may, at any time upon ten (10) days' notice to Professional specifying the effective date of termination, terminate this Agreement, in whole or in part, including any Task Agreement. If this Agreement, or any specific Task Agreement, is terminated by City, City shall be liable only for payment for services rendered before the effective date of termination. Professional shall prepare an accounting of the services performed and money spent by Professional up to the effective date of termination and shall return to City any remaining sums within thirty (30) days of such date.
- a. If this Agreement, or any specific Task Agreement, is terminated prior to Professional's completion of services, all work or materials prepared or obtained by Professional pursuant to this Agreement shall become City's property. The professional shall be held harmless for any reuse or modification of its documents by the City
 - b. If this Agreement, or any specific Task Agreement, is terminated prior to Professional's completion of the services to be performed hereunder, Professional shall return to City any sums paid in advance by City for services that would otherwise have had to be rendered between the effective date of termination and the original ending date of the Agreement, or any specific Task Agreement. Professional shall prepare an accounting of the services performed and money spent by Professional up to the effective date of termination and shall return to City any remaining sums within thirty (30) days of such date.

Sec. 2.09 Dispute Resolution.

- A. City and Professional agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of the Mediation Provision or other provisions of this Agreement, or exercising their rights at law.
- B. If the Parties fail to resolve a dispute through negotiation under Sec. 2.09A, then either or both may invoke in the procedures of the Mediation Provision. If the Mediation Provision is not included, or if no dispute resolution method specified in the Mediation Provision, then the Parties may exercise their rights at law.
- C. **Mediation Provision:** City and Professional agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation by the Mediator. City and Professional agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

Sec. 2.10 Default and Remedies.

- A. If Professional shall be in default or breach of any provision of this Agreement or any specific Task Agreement, City may terminate this Agreement and/or the specific Task Agreement, suspend City's performance, withhold payment or invoke any other legal or equitable remedy after giving Professional written notice and a 60-day opportunity to correct such default or breach.
- B. Professional's aggregate liability for all damages connected with its services for the Project not excluded by subparagraph 2.04D, whether or not covered by Professional's insurance, will not exceed \$500,000. This clause shall not apply to Professional's indemnity obligations set forth in Sections 2.01 and 2.02 for third-party property damage, bodily injury, and/or death to the extent caused by Professional.

Sec. 2.11 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 until complete performance by Professional of the term, covenant or condition, City shall be entitled to invoke any remedy available to it under this Agreement or by law.

Sec. 2.12 Acceptance.

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.

Sec. 2.13 Modification.

Unless stated otherwise in this Agreement, no provision of this Agreement may be waived, modified or amended except in writing signed by City.

Sec. 2.14 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.

Sec. 2.15 Severability of Provisions.

Except as specifically provided in this Agreement, all of the provisions of this Agreement shall be severable. In the event that any provision of this Agreement is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this Agreement shall be valid unless the court finds that the valid provisions of this Agreement are so essentially and inseparably connected with and so dependent upon the invalid provision(s) that it cannot be presumed that the

parties to this Agreement could have included the valid provisions without the invalid provision(s); or unless the court finds that the valid provisions, standing alone, are incapable of being performed in accordance with the intentions of the parties.

Sec. 2.16 Audit.

- A. The City Auditor, the City's Finance Director and the City department administering this Agreement shall have the right to audit this Agreement and all books, documents and records relating thereto.
- B. Professional shall maintain all its books, documents and records relating to this Agreement during the Agreement period and for three (3) years after the date of final payment under a Task Agreement.
- C. The books, documents and records of Professional in connection with this Agreement shall be made available to the City Auditor, the City's Finance Director and the City department administering this Agreement within ten (10) days after the written request is made.

Sec. 2.17 Tax Compliance.

If applicable, Professional shall provide proof of compliance with the City's tax ordinances as a precondition to the City making the first payment under this Agreement. If Professional performs work on an Agreement that is for a term longer than one year, the Professional also shall submit to the city proof of compliance with the City's tax ordinances as a condition precedent to the city making final payment under the Agreement.

Sec. 2.18 Federal Work Authorization Program Compliance.

As a condition to an award of a contract greater than \$5,000.00, Professional shall enroll in or be enrolled in a Federal Work Authorization Program. Professional shall deliver to the City an Affidavit of Enrollment in a Federal Work Authorization Program, **Attachment 5**, stating the Professional is enrolled and participates in a federal work authorization program with respect to the employees working in connection with the contracted services and Professional does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

Sec. 2.19 Assignability or Subcontracting.

Neither party shall assign or transfer any part or all of its interest without the other party's prior approval. If Professional shall subcontract, or transfer any part of Professional's obligations under this Agreement without the prior approval of City, it shall constitute a material breach of this Agreement.

Sec. 2.20 Conflicts of Interest.

Professional represents that no officer or employee of City has, or will have, a direct or indirect financial or personal interest in this Agreement, or has or will have an arrangement, concerning employment to perform services on behalf of Professional in this Agreement.

Sec. 2.21 Buy American Preference.

It is the policy of the city that any manufactured goods or commodities used or supplied in the performance of any city Agreement or any subcontract thereto shall be manufactured or produced in the United States whenever possible.

SIGNATURE PAGE FOR AGREEMENT BETWEEN CITY OF BELTON, MISSOURI AND

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

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

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

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

BELTON, MISSOURI

Address and facsimile number of City

Department:

Public Works Department

City Hall Annex

520 Main Street

Belton, MO 64012

PROFESSIONAL

Name, address and facsimile number of

Professional:

Burns & McDonnell Engineering Co., Inc.

9400 Ward Parkway

Kansas City, MO 64114

By: _____

Printed Name: Jeff Davis

Title: Mayor

Attested By: _____

Printed Name: Patti Ledford

Title: City Clerk

(Affix City Seal)

By: _____

Printed Name: Ron Coker

Title: Senior Vice President

Attested By: _____

Printed Name: _____

Title: _____

(Affix Corporate Seal, if applicable)

Approved as to form:

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

SECTION V
B

AN ORDINANCE DETERMINING AND DECLARING THE NECESSITY OF ACQUIRING FOR PUBLIC USE TEMPORARY CONSTRUCTION EASEMENTS AND PERMANENT EASEMENTS FOR THE CONSTRUCTION AND MAINTENANCE OF STORM DRAINAGE IMPROVEMENTS RELATED TO THE PACIFIC DRIVE STORM DRAINAGE IMPROVEMENTS PROJECT GENERALLY LOCATED IN SECTION 14, 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 AND PROPERTY ACQUISITION BY CONTRACT OR CONDEMNATION; AND AUTHORIZING THE CITY ATTORNEY AND HIS/HER DESIGNEES TO INSTITUTE CONDEMNATION PROCEEDINGS IF SUCH INTERESTS IN LAND CANNOT BE ACQUIRED BY PURCHASE THROUGH GOOD FAITH NEGOTIATIONS.

WHEREAS, the City Council for the City of Belton, Missouri, pursuant to the advice and recommendation of the City Manager, deems it necessary, desirable, advisable and in the public interest to acquire temporary construction easements and permanent easements together with all appurtenances related thereto, necessary for the purpose of construction and maintenance of storm drainage improvements related to the Pacific Drive Storm Drainage Improvements Project and other related public improvements associated with the operation of the City's storm drainage system, which property is generally located in Section 14, Township 46 North, Range 33 West, all within the City of Belton, Cass County, Missouri, and as legally described on the attached Exhibit A (collectively, the "Project"); and

WHEREAS, the Project includes 20 parcels located in Ward 3 of the City of Belton, Missouri, which there are 20 exhibits illustrating the necessary property for acquisition on the attached Exhibit A; and

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

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

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

SECTION 2. That the City Manager and his designees are hereby authorized to negotiate with the owners of the properties as herein described for the purpose of acquiring the necessary temporary construction easements and permanent easements.

SECTION 3. That the City Manager and his designees are hereby authorized to execute necessary documents to pay and disburse funds to such owner, and any other party holding property rights or interests, and escrow agents pursuant to negotiated agreements as well as file and record easement and ownership transfer documents associated with the acquisition of the necessary temporary and permanent easements property interests.

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

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

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

READ FOR THE FIRST TIME: March 22, 2016

READ FOR THE SECOND TIME AND PASSED:

Mayor Jeff Davis

Approved this _____ day of _____, 2016.

Mayor Jeff Davis

ATTEST:

Patricia Ledford, City Clerk
City of Belton, Missouri

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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the _____ day of _____, 2016, and thereafter adopted as Ordinance No. 2016-_____ of the City of Belton, Missouri, at a regular meeting of the City Council held on the _____ day of _____, 2016, after the second reading thereof by the following vote, to-wit:

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

Patricia A. Ledford, City Clerk
of Belton, Missouri



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: April 12, 2016

DIVISION: Engineering

COUNCIL: Regular Meeting Work Session Special Session

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

ISSUE/RECOMMENDATION:

****To ensure the Pacific Drive stormwater drainage improvement project is as successful as possible, a few easements were adjusted by Olsson Associates since the first reading of this item. Adjustments were made to the following three tracts: Tract 5, Tract 13, and Tract 14 and easements were added to the following three tracts: Tract 18, Tract 19, and Tract 20.**

At the April 14, 2015 City Council Regular Meeting, a Task Agreement with Olsson Associates was approved in order to complete the design for the Pacific Drive Storm Drainage Improvements Project. Although design is nearly complete, there are temporary and permanent easements that are necessary to acquire in order to construct the improvements. Before the property acquisition phase starts, staff recommends approving the attached acquisition/condemnation ordinance.

PROPOSED CITY COUNCIL MOTION:

At the April 12, 2016 Regular Meeting of the City Council, approve the second reading with the above stated adjustments to authorize and approve an ordinance determining and declaring the necessity of acquiring for public use temporary construction easements and permanent easements for the construction and maintenance of storm drainage improvements related to the Pacific Drive Storm Drainage Improvements Project generally located in Section 14, 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 and property acquisition by contract or condemnation; and authorizing the City Attorney and his/her designees to institute condemnation proceedings if such interests in land cannot be acquired by purchase through good faith negotiations.

BACKGROUND:

The Pacific Drive Storm Drainage Improvements Project is at the top of the list for Priority 1 projects in the City's 2012 Stormwater Master Plan. The project includes construction of a berm on the north side of East Pacific Drive and increasing the capacity of the storm sewer system by increasing pipe size and adding curb inlets to capture more stormwater in the storm sewer system and reduce the chance of flooding for residents.

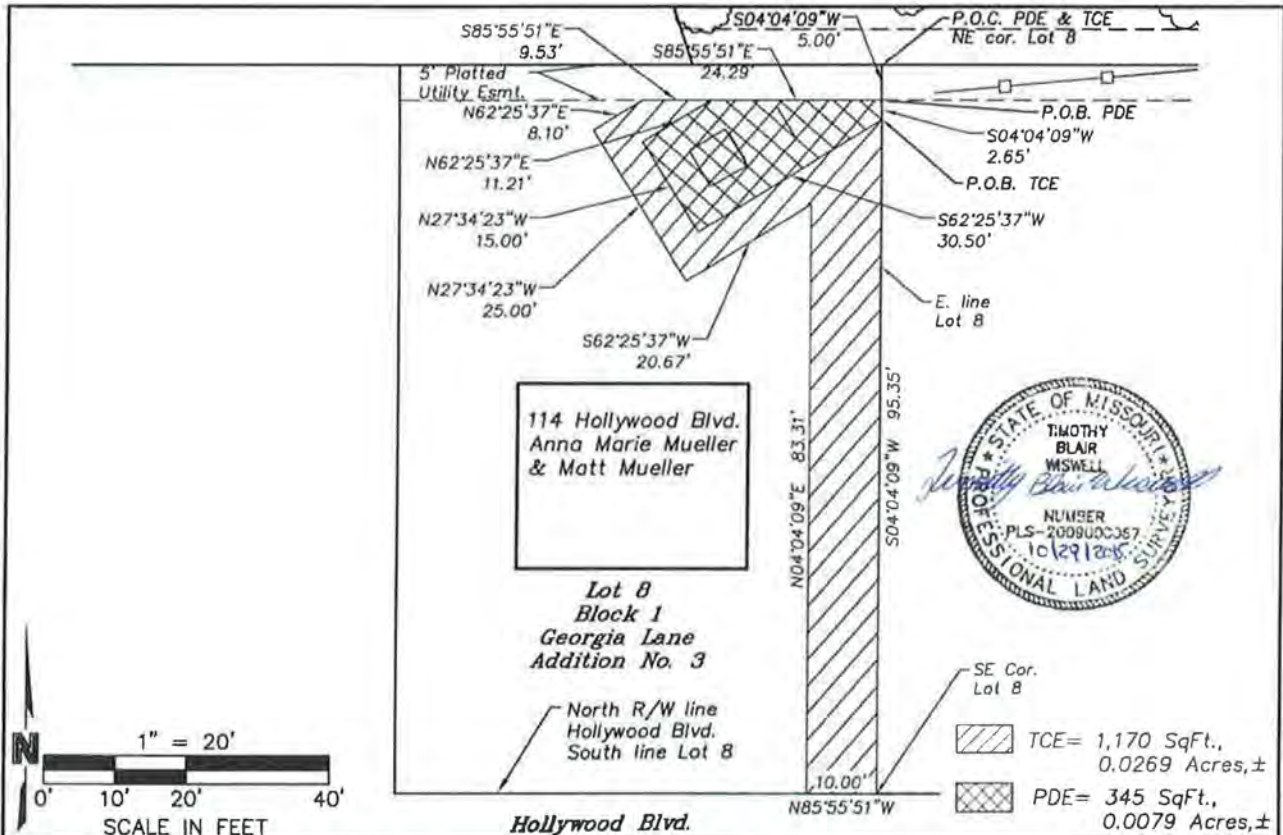
STAFF RECOMMENDATION, ACTION, AND DATE:

Staff recommends approving the second read of the condemnation ordinance at the April 12, 2016 Regular Meeting of the City Council.

LIST OF REFERENCE DOCUMENTS ATTACHED:

Acquisition/Condemnation Ordinance
Exhibit A

EXHIBIT A



PROJECT NO: 015-1205
 DRAWN BY: MCL
 DATE: 10/23/15

Temporary Construction Easement &
 Permanent Drainage Easement

MOLSSON
 ASSOCIATES
 7301 West 132nd Street
 Suite 200
 Overland Park, KS 66213 4750
 TEL 913 381 1170
 FAX 913 381 1174

TRACT
 1

File No. 015-1205
Belton Buena Vista/E. Pacific Storm Improvements
October 27, 2015

TRACT-1

Owner:

Anna Marie Mueller & Matt Mueller
114 Hollywood Blvd.
Belton, MO 64012

Temporary Construction Easement Description:

All that part of Lot 8, Block 1, Georgia Lane Addition No. 3, a subdivision in the City of Belton, Cass County, Missouri, being more particularly described as follows:

COMMENCING at the Northeast corner of Lot 8, Block 1, of said Georgia Lane Addition No. 3; thence South 04 degrees 04 minutes 09 seconds West, along the East line of said Lot 8, a distance of 7.65 feet to the POINT OF BEGINNING; thence South 04 degrees 04 minutes 09 seconds West, continuing along the East line of said Lot 8, a distance of 95.35 feet, to the Southeast corner of said Lot 8, said point being on the North right-of-way line of Hollywood Boulevard, as it now exists; thence North 85 degrees 55 minutes 51 seconds West, along the South line of said Lot 8 and along said North right-of-way line, a distance of 10.00 feet; thence North 04 degrees 04 minutes 09 seconds East, departing the South line of said Lot 8 and departing said North right-of-way line, a distance 83.31 feet; thence South 62 degrees 25 minutes 37 seconds West, a distance of 20.67 feet; thence North 27 degrees 34 minutes 23 seconds West, a distance of 25.00 feet; thence North 62 degrees 25 minutes 37 seconds East, a distance of 8.10 feet, to the South line of an existing five foot platted utility easement; thence South 85 degrees 55 minutes 51 seconds East, along the South line of said platted utility easement, a distance of 9.53 feet; thence South 62 degrees 25 minutes 37 seconds West, departing the South line of said platted utility easement, a distance of 11.21 feet; thence South 27 degrees 34 minutes 23 seconds East, a distance of 15.00 feet; thence North 62 degrees 25 minutes 37 seconds East, a distance of 30.50 feet, to the POINT OF BEGINNING, containing 1,170 Square Feet or 0.0269 Acres, more or less.



Olsson Associates
7301 West 133rd Street
Suite 200
Overland Park, KS 66213
(913) 381-1170

File No. 015-1205
Belton Buena Vista/E. Pacific Storm Improvements
October 27, 2015

TRACT-1

Owner:

Anna Marie Mueller & Matt Mueller
114 Hollywood Blvd.
Belton, MO 64012

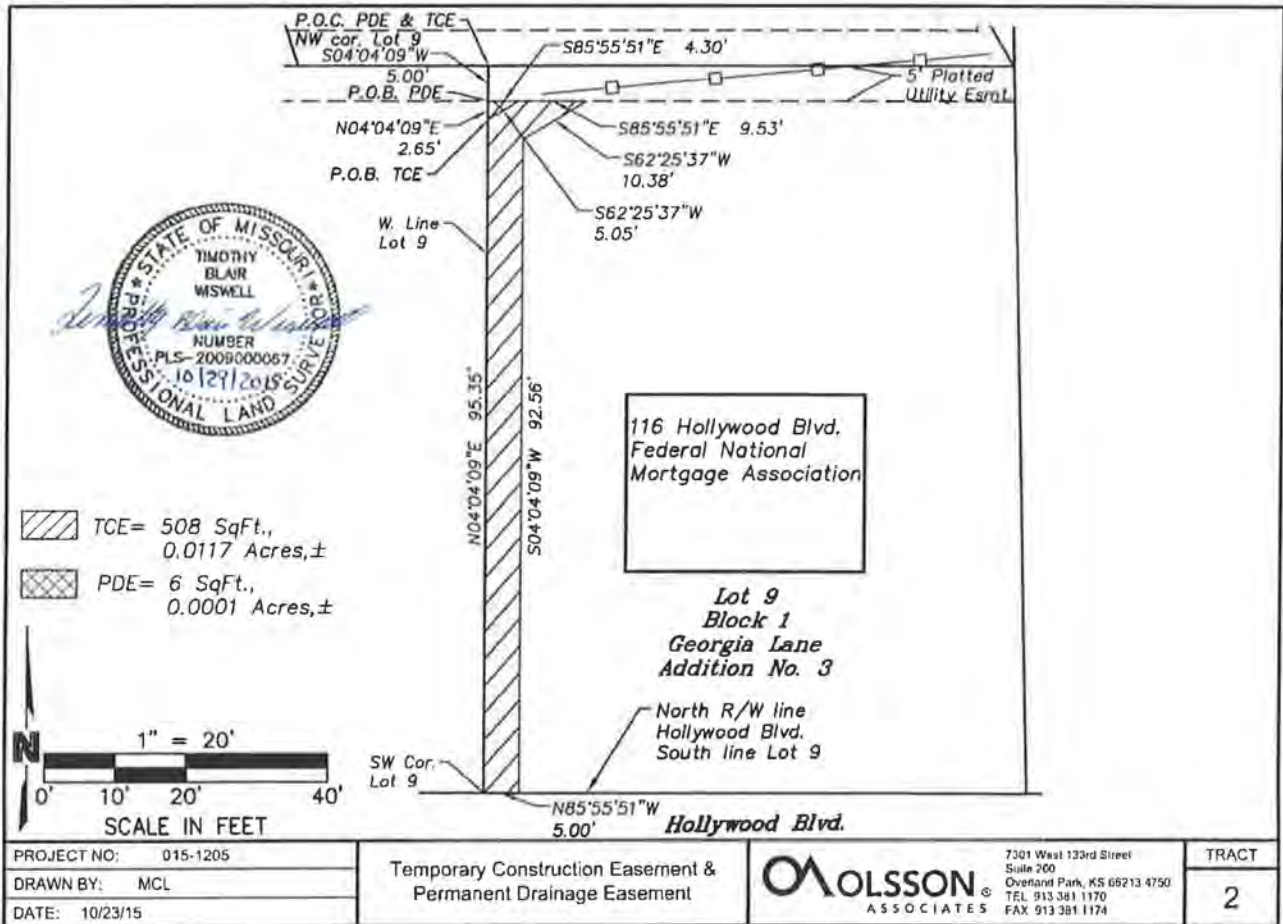
Permanent Drainage Easement Description:

All that part of Lot 8, Block 1, Georgia Lane Addition No. 3, a subdivision in the City of Belton, Cass County, Missouri, being more particularly described as follows:

COMMENCING at the Northeast corner of Lot 8, Block 1, of said Georgia Lane Addition No. 3; thence South 04 degrees 04 minutes 09 seconds West, along the East line of said Lot 8, a distance of 5.00 feet to the POINT OF BEGINNING; thence South 04 degrees 04 minutes 09 seconds West, continuing along the East line of said Lot 8, a distance of 2.65 feet; thence South 62 degrees 25 minutes 37 seconds West, departing the East line of said Lot 8, a distance 30.50 feet; thence North 27 degrees 34 minutes 23 seconds West, a distance of 15.00 feet; thence North 62 degrees 25 minutes 37 seconds East, a distance of 11.21 feet to the South line of an existing five foot platted utility easement; thence South 85 degrees 55 minutes 51 seconds East, along the South line of said platted utility easement, a distance of 24.29 feet, to the POINT OF BEGINNING, containing 345 Square Feet or 0.0079 acres, more or less.



Olsson Associates
7301 West 133rd Street
Suite 200
Overland Park, KS 66213
(913) 381-1170



File No. 015-1205
Belton Buena Vista/E. Pacific Storm Improvements
October 27, 2015

TRACT-2

Owner:
Federal National Mortgage Association
116 Hollywood Blvd.
Belton, MO 64012

Temporary Construction Easement Description:

All that part of Lot 9, Block 1, Georgia Lane Addition No. 3, a subdivision in the City of Belton, Cass County, Missouri, being more particularly described as follows:

COMMENCING at the Northwest corner of Lot 9, Block 1, of said Georgia Lane Addition No. 3; thence South 04 degrees 04 minutes 09 seconds West, along the West line of said Lot 9, a distance of 7.65 feet to the POINT OF BEGINNING; thence North 62 degrees 25 minutes 37 seconds East, departing the West line of said Lot 9, a distance of 5.05 feet, to the South line of an existing five foot platted utility easement; thence South 85 degrees 55 minutes 51 seconds East, along the South line of said platted utility easement, a distance of 9.53 feet; thence South 62 degrees 25 minutes 37 seconds West, departing the South line of said platted utility easement, a distance of 10.38 feet; thence South 04 degrees 04 minutes 09 seconds West, a distance of 92.56 feet, to a point on the South line of said Lot 9, said point also being on the North right-of-way line of Hollywood Boulevard, as it now exists; thence North 85 degrees 55 minutes 51 seconds West, along the South line of said Lot 9 and along said North right-of-way line, a distance of 5.00 feet; to the Southwest corner of said Lot 9; thence North 04 degrees 04 minutes 09 seconds East, along the West line of said Lot 9, a distance 95.35 feet, to the POINT OF BEGINNING, containing 508 Square Feet or 0.0117 acres, more or less.



Olsson Associates
7301 West 133rd Street
Suite 200
Overland Park, KS 66213
(913) 381-1170

File No. 015-1205

Belton Buena Vista/E. Pacific Storm Improvements

October 27, 2015

TRACT-2

Owner:

Federal National Mortgage Association

116 Hollywood Blvd.

Belton, MO 64012

Permanent Drainage Easement Description:

All that part of Lot 9, Block 1, Georgia Lane Addition No. 3, a subdivision in the City of Belton, Cass County, Missouri, being more particularly described as follows:

COMMENCING at the Northwest corner of Lot 9, Block 1, of said Georgia Lane Addition No. 3; thence South 04 degrees 04 minutes 09 seconds West, along the West line of said Lot 9, a distance of 5.00 feet to a point on the South line of an existing five foot platted utility easement, said point being the POINT OF BEGINNING; thence South 85 degrees 55 minutes 51 seconds East, along the South line of said platted utility easement, a distance of 4.30 feet; thence South 62 degrees 25 minutes 37 seconds West, departing the South line of said platted utility easement, a distance of 5.05 feet to the West line said Lot 9; thence North 04 degrees 04 minutes 09 seconds East, along the West line of said Lot 9, a distance 2.65 feet, to the POINT OF BEGINNING, containing 6 Square Feet or 0.0001 acres, more or less.



Olsson Associates
7301 West 133rd Street
Suite 200
Overland Park, KS 66213
(913) 381-1170

House



135 E. Pacific Dr.
Victor C. Reyes &
Rosita G. Reyes

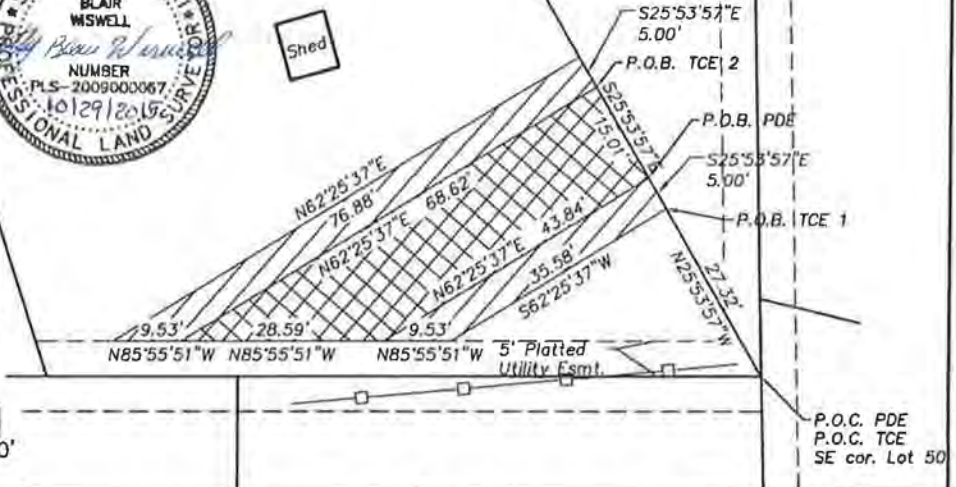
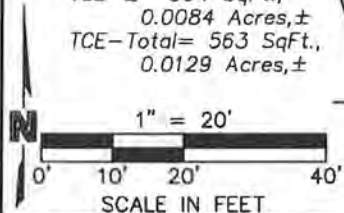
Lot 50
BEL-AIR

Lot Line

Shed



-  PDE= 843 SqFt.,
0.0194 Acres, ±
-  TCE-1= 199 SqFt.,
0.0046 Acres, ±
- TCE-2= 364 SqFt.,
0.0084 Acres, ±
- TCE-Total= 563 SqFt.,
0.0129 Acres, ±



PROJECT NO:	015-1205
DRAWN BY:	MCL
DATE:	10/23/15

Temporary Construction Easement &
Permanent Drainage Easement

MOLSSON
ASSOCIATES

7301 West 133rd Street
Suite 200
Overland Park, KS 66213 4750
TEL 913.381.1170
FAX 913.381.1124

TRACT	3
-------	---

File No. 015-1205
Belton Buena Vista/E. Pacific Storm Improvements
October 27, 2015

TRACT-3

Owner:

Victor C. Reyes & Rosita G. Reyes
135 E. Pacific Dr.
Belton, MO 64012

Temporary Construction Easement Description-1:

All that part of Lot 50, Bel-Air, a subdivision in the City of Belton, Cass County, Missouri, being more particularly described as follows:

COMMENCING at the Southeast corner of Lot 50, of said Bel-Air; thence North 25 degrees 53 minutes 57 seconds West, along the Northeasterly line of said Lot 50, a distance of 27.32 feet to the POINT OF BEGINNING-1; thence South 62 degrees 25 minutes 37 seconds West, departing the Northeasterly line of said Lot 50, a distance of 35.58 feet, to the North line of an existing five foot platted utility easement; thence North 85 degrees 55 minutes 51 seconds West, along the North line of said platted utility easement, a distance of 9.53 feet; thence North 62 degrees 25 minutes 37 seconds East, departing the North line of said platted utility easement, a distance of 43.84 feet, to the Northeasterly line of said Lot 50; thence South 25 degrees 53 minutes 57 seconds East, along the Northeasterly line of said Lot 50, a distance of 5.00 feet to the POINT OF BEGINNING-1, containing 199 Square Feet or 0.0046 acres, more or less.

And also,

Temporary Construction Easement Description-2:

COMMENCING at the Southeast corner of Lot 50, of said Bel-Air; thence North 25 degrees 53 minutes 57 seconds West, along the Northeasterly line of said Lot 50, a distance of 47.33 feet to the POINT OF BEGINNING-2; thence South 62 degrees 25 minutes 37 seconds West, departing the Northeasterly line of said Lot 50, a distance of 68.62 feet, to the North line of an existing five foot platted utility easement; thence North 85 degrees 55 minutes 51 seconds West, along the North line of said platted utility easement, a distance of 9.53 feet; thence North 62 degrees 25 minutes 37 seconds East, departing the North line of said platted utility easement, a distance of 76.88 feet, to the Northeasterly line of said Lot 50; thence South 25 degrees 53 minutes 57 seconds East, along the Northeasterly line of said Lot 50, a distance of 5.00 feet to the POINT OF BEGINNING-2, containing 364 Square Feet or 0.0084 acres, more or less.

The above described Temporary Construction Easements contain an aggregate total of 563 Square Feet or 0.0129 Acres, more or less.



Olsson Associates
7301 West 133rd Street
Suite 200
Overland Park, KS 66213

File No. 015-1205
Belton Buena Vista/E. Pacific Storm Improvements
October 27, 2015

TRACT-3

Owner:
Victor C. Reyes & Rosita G. Reyes
135 E. Pacific Dr.
Belton, MO 64012

Permanent Drainage Easement Description:



All that part of Lot 50, Bel-Air, a subdivision in the City of Belton, Cass County, Missouri, being more particularly described as follows:

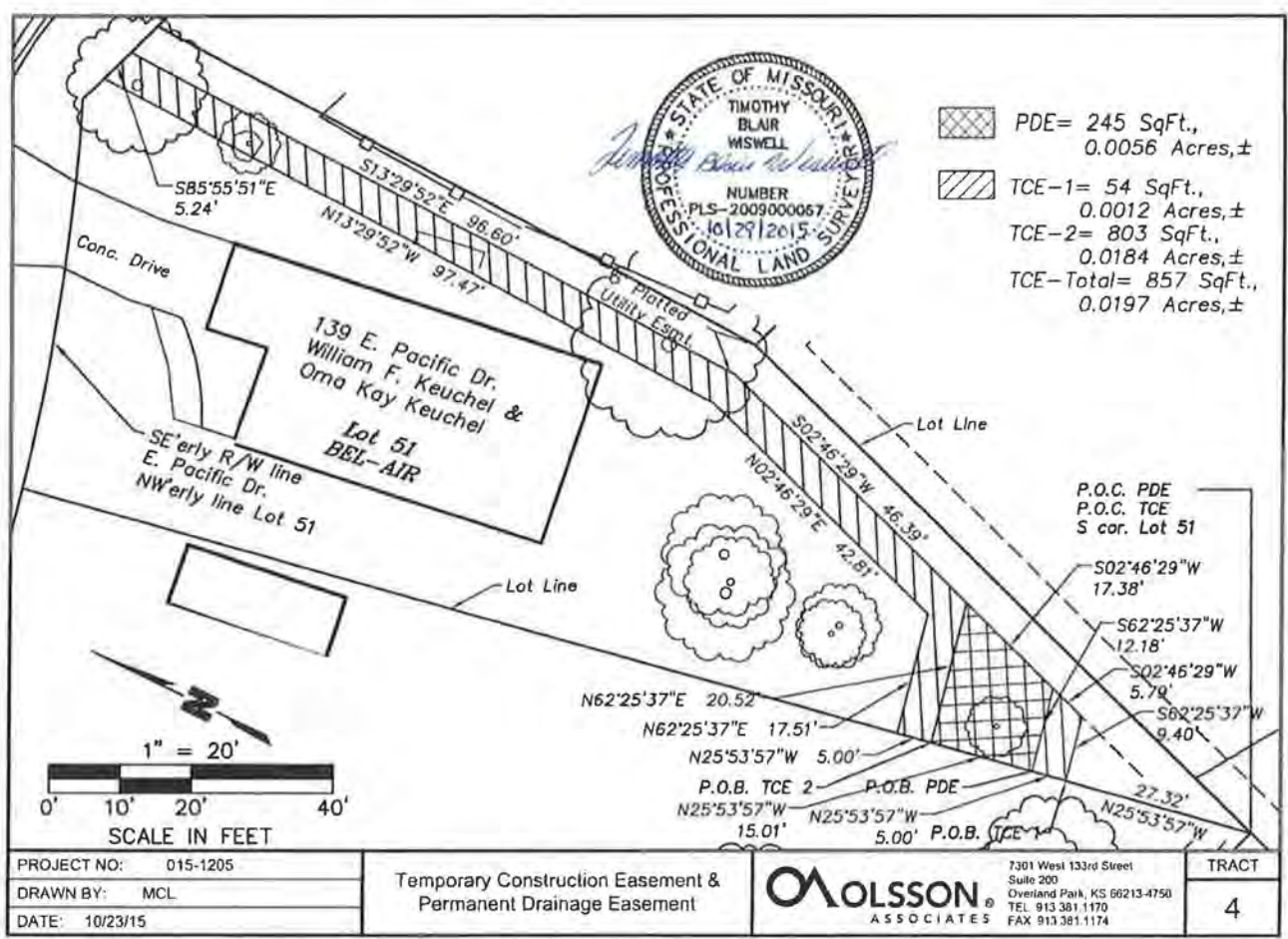
COMMENCING at the Southeast corner of Lot 50, of said Bel-Air; thence North 25 degrees 53 minutes 57 seconds West, along the Northeasterly line of said Lot 50, a distance of 32.32 feet to the POINT OF BEGINNING; thence South 62 degrees 25 minutes 37 seconds West, departing the Northeasterly line of said Lot 50, a distance of 43.84 feet, to the North line of an existing five foot platted utility easement; thence North 85 degrees 55 minutes 51 seconds West, along the North line of said platted utility easement, a distance of 28.59 feet; thence North 62 degrees 25 minutes 37 seconds East, departing the North line of said platted utility easement, a distance of 68.62 feet, to the Northeasterly line of said Lot 50; thence South 25 degrees 53 minutes 57 seconds East, along the Northeasterly line of said Lot 50, a distance of 15.01 feet to the POINT OF BEGINNING, containing 843 Square Feet or 0.0194 acres, more or less.



Olsson Associates
7301 West 133rd Street
Suite 200
Overland Park, KS 66213
(913) 381-1170



-  PDE= 245 SqFt.,
0.0056 Acres,±
-  TCE-1= 54 SqFt.,
0.0012 Acres,±
- TCE-2= 803 SqFt.,
0.0184 Acres,±
- TCE-Total= 857 SqFt.,
0.0197 Acres,±



File No. 015-1205

Belton Buena Vista/E. Pacific Storm Improvements

October 27, 2015

TRACT-4

Owner:

William F. Keuchel & Oma Kay Keuchel

139 E. Pacific Dr.

Belton, MO 64012

Permanent Drainage Easement Description:

All that part of Lot 51, Bel-Air, a subdivision in the City of Belton, Cass County, Missouri, being more particularly described as follows:

COMMENCING at the South corner of Lot 51, of said Bel-Air; thence North 25 degrees 53 minutes 57 seconds West, along the West line of said Lot 51, a distance of 32.32 feet to the POINT OF BEGINNING; thence North 25 degrees 53 minutes 57 seconds West, continuing along the West line of said Lot 51, a distance of 15.01 feet; thence North 62 degrees 25 minutes 37 seconds East, departing the West line of said Lot 51, a distance of 20.52 feet, to the West line of an existing five foot platted utility easement; thence South 02 degrees 46 minutes 29 seconds West, along the West line of said platted utility easement, a distance of 17.38 feet; thence South 62 degrees 25 minutes 37 seconds West, departing the West line of said platted utility easement, a distance of 12.18 feet to the POINT OF BEGINNING, containing 245 Square Feet or 0.0056 acres, more or less.



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File No. 015-1205
Belton Buena Vista/E. Pacific Storm Improvements
October 27, 2015

TRACT-4

Owner:

William F. Keuchel & Oma Kay Keuchel
139 E. Pacific Dr.
Belton, MO 64012

Temporary Construction Easement Description-1:

All that part of Lot 51, Bel-Air, a subdivision in the City of Belton, Cass County, Missouri, being more particularly described as follows:

COMMENCING at the South corner of Lot 51, of said Bel-Air; thence North 25 degrees 53 minutes 57 seconds West, along the West line of said Lot 51, a distance of 27.32 feet to the POINT OF BEGINNING-1; thence North 25 degrees 53 minutes 57 seconds West, continuing along the West line of said Lot 51, a distance of 5.00 feet; thence North 62 degrees 25 minutes 37 seconds East, departing the West line of said Lot 51, a distance of 12.18 feet, to the West line of an existing five foot platted utility easement; thence South 02 degrees 46 minutes 29 seconds West, along the West line of said platted utility easement, a distance of 5.79 feet; thence South 62 degrees 25 minutes 37 seconds West, departing the West line of said platted utility easement, a distance of 9.40 feet to the POINT OF BEGINNING-1, containing 54 Square Feet or 0.0012 acres, more or less.

And also,

Temporary Construction Easement Description-2:

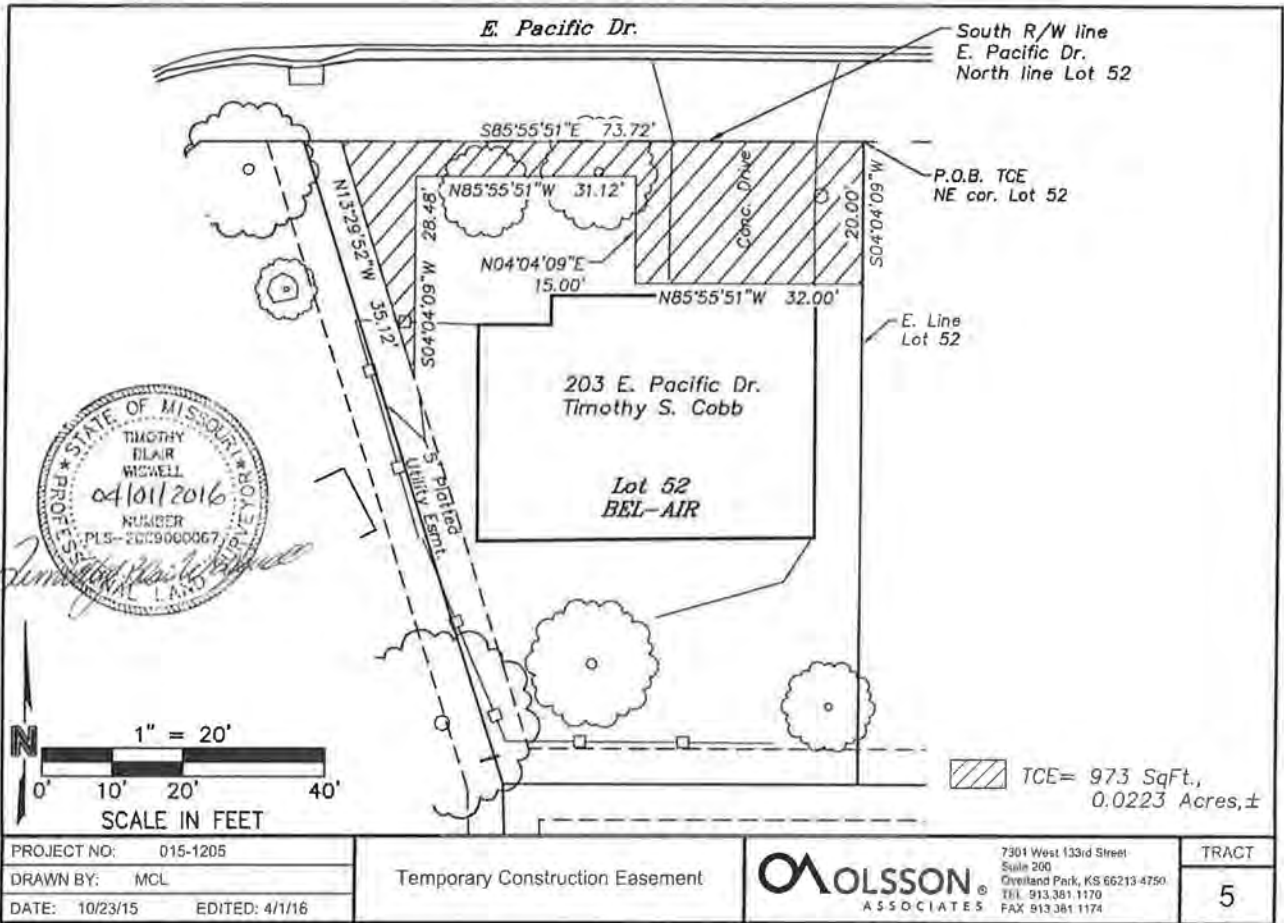
COMMENCING at the South corner of Lot 51, of said Bel-Air; thence North 25 degrees 53 minutes 57 seconds West, along the West line of said Lot 51, a distance of 47.33 feet to the POINT OF BEGINNING-2; thence North 25 degrees 53 minutes 57 seconds West, continuing along the West line of said Lot 51, a distance of 5.00 feet; thence North 62 degrees 25 minutes 37 seconds East, departing the West line of said Lot 51, a distance of 17.51 feet, thence North 02 degrees 46 minutes 29 seconds East, a distance of 42.81 feet; thence North 13 degrees 29 minutes 52 seconds West, a distance of 97.47 feet, to the Northwesterly line of said Lot 51 and the Southeasterly right-of-way line of E. Pacific Drive as it now exists; thence South 85 degrees 55 minutes 51 seconds East, along the Northwesterly line of said Lot 51 and the Southeasterly right-of-way line of said E. Pacific Drive, a distance of 5.24 feet, to the West line of a platted five foot utility easement; thence South 13 degrees 29 minutes 52 seconds East, departing the Northwesterly line of said Lot 51 and departing the Southeasterly right-of-way line of said E. Pacific Drive, and along the West line of said 5 foot easement, a distance of 96.60 feet; thence South 02 degrees 46 minutes 29 seconds West, continuing along the West line of said five foot

utility easement, a distance of 46.39 feet; thence South 62 degrees 25 minutes 37 seconds West, a distance of 20.52 feet, to the POINT OF BEGINNING-2, containing 803 Square Feet or 0.0184 acres, more or less.

The above described Temporary Construction Easements contain an aggregate total of 857 Square Feet or 0.0197 Acres, more or less.



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File No. 015-1205
Belton Buena Vista/E. Pacific Storm Improvements
October 27, 2015
Revised: April 1, 2016

TRACT-5

Owner:
Timothy S. Cobb
203 E. Pacific Dr.
Belton, MO 64012

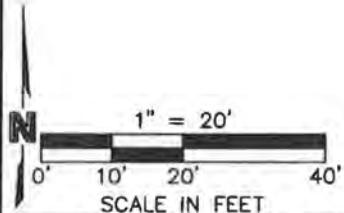
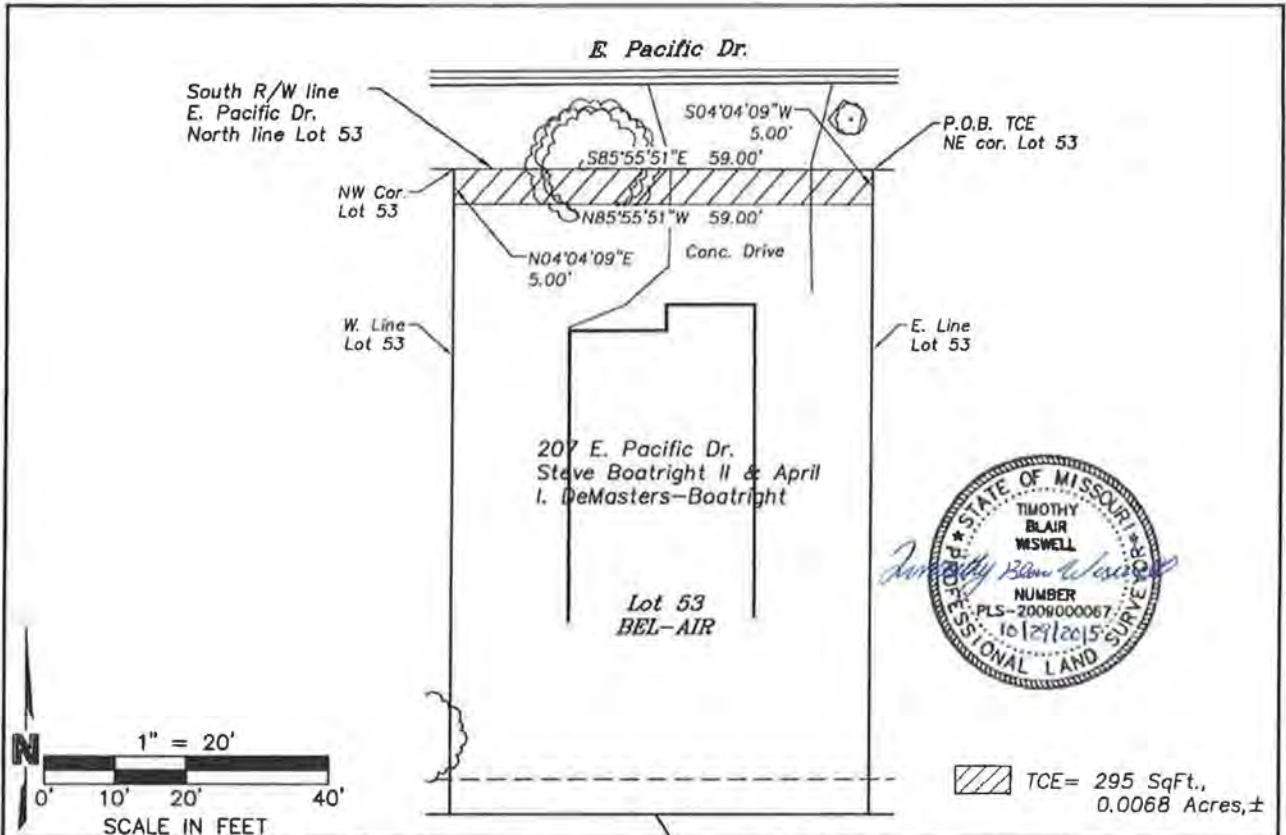
Temporary Construction Easement Description:


All that part of Lot 52, Bel-Air, a subdivision in the City of Belton, Cass County, Missouri, being more particularly described as follows:


BEGINNING at the Northeast corner of Lot 52, of said Bel-Air; thence South 04 degrees 04 minutes 09 seconds West, along the East line of said Lot 52, a distance of 20.00 feet; thence North 85 degrees 55 minutes 51 seconds West, departing the East line of said Lot 52, a distance of 32.00 feet, thence North 04 degrees 04 minutes 09 seconds East, a distance of 15.00 feet; thence North 85 degrees 55 minutes 51 seconds West, a distance of 31.12 feet; thence South 04 degrees 04 minutes 09 seconds West, a distance of 28.48 feet, to the East line of an existing five foot platted utility easement; thence North 13 degrees 29 minutes 52 seconds West, along the East line of said platted utility easement, a distance of 35.12 feet to a point on the North line of said Lot 52, said point being on the South right-of-way line of E. Pacific Drive, as it now exists; thence South 85 degrees 55 minutes 51 seconds East, along the North line of said Lot 52, and along the South right-of-way line of said E. Pacific Drive, a distance of 73.72 feet, to the POINT OF BEGINNING, containing 973 Square Feet or 0.0223 acres, more or less.



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 TCE = 295 SqFt.,
0.0068 Acres, ±

PROJECT NO: 015-1205 DRAWN BY: MCL DATE: 10/23/15	Temporary Construction Easement & Permanent Drainage Easement	 7301 West 133rd Street Suite 200 Overland Park, KS 66213-4750 TEL 913.381.1170 FAX 913.381.1174	TRACT 6
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File No. 015-1205

Belton Buena Vista/E. Pacific Storm Improvements

October 27, 2015

TRACT-6

Owner:

Steve Boatright II & April I. DeMasters-Boatright

207 E. Pacific Dr.

Belton, MO 64012

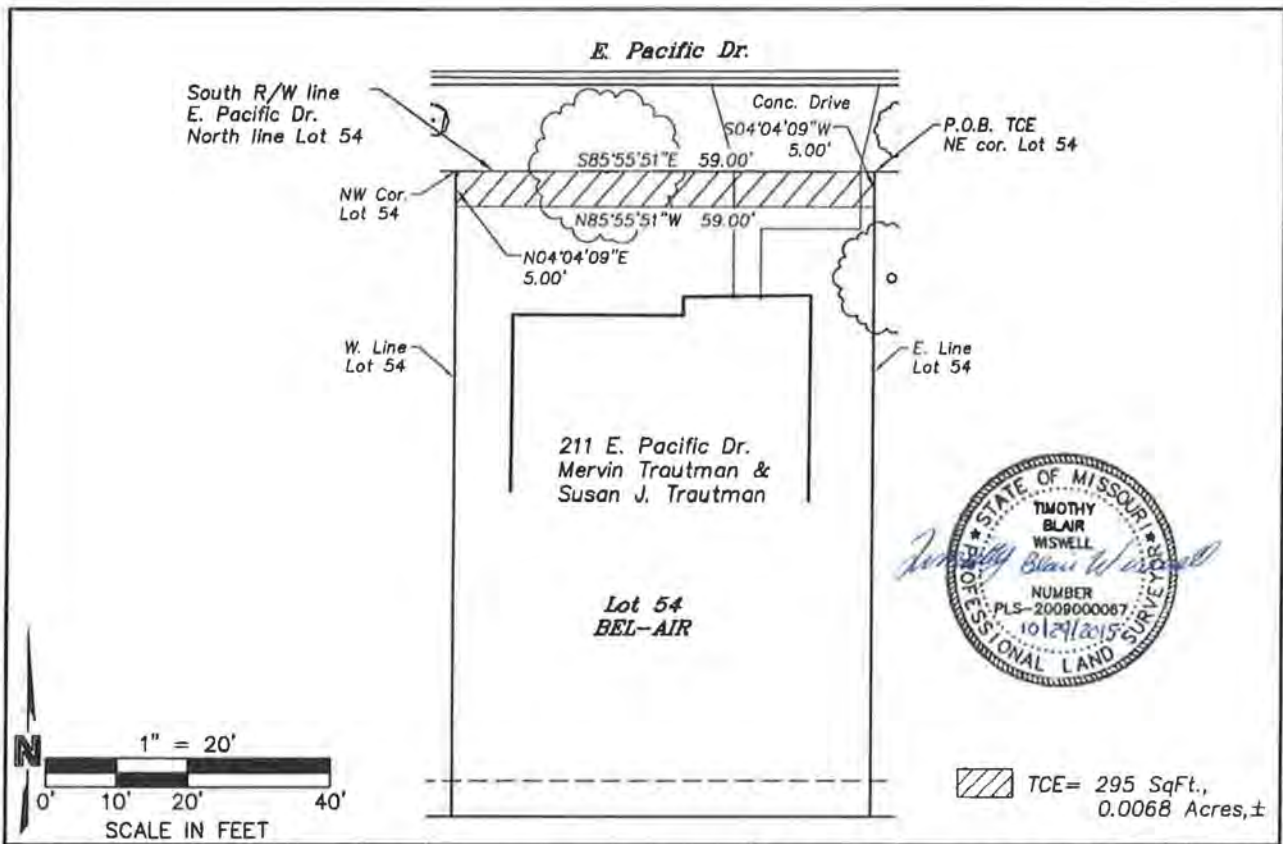
Temporary Construction Easement Description:

All that part of Lot 53, Bel-Air, a subdivision in the City of Belton, Cass County, Missouri, being more particularly described as follows:

BEGINNING at the Northeast corner of Lot 53, of said Bel-Air; thence South 04 degrees 04 minutes 09 seconds West, along the East line of said Lot 53, a distance of 5.00 feet; thence North 85 degrees 55 minutes 51 seconds West, departing the East line of said Lot 53, a distance of 59.00 feet, to a point on the West line of said Lot 53; thence North 04 degrees 04 minutes 09 seconds East, along the West line of said Lot 53, a distance of 5.00 feet to the Northwest corner of said Lot 53, said point being on the South right-of-way line of E. Pacific Drive, as it now exists; thence South 85 degrees 55 minutes 51 seconds East, along the North line of said Lot 53, and along the South right-of-way line of said E. Pacific Drive, a distance of 59.00 feet, to the POINT OF BEGINNING, containing 295 Square Feet or 0.0068 acres, more or less.



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PROJECT NO: 015-1205	Temporary Construction Easement & Permanent Drainage Easement		TRACT 7
DRAWN BY: MCL		7301 West 133rd Street Suite 200 Overland Park, KS 66213-4750 TEL: 913 381 1170 FAX: 913 381 1174	
DATE: 10/23/15			

File No. 015-1205
Belton Buena Vista/E. Pacific Storm Improvements
October 27, 2015

TRACT-7

Owner:
Mervin Trautman & Susan J. Trautman
211 E. Pacific Dr.
Belton, MO 64012

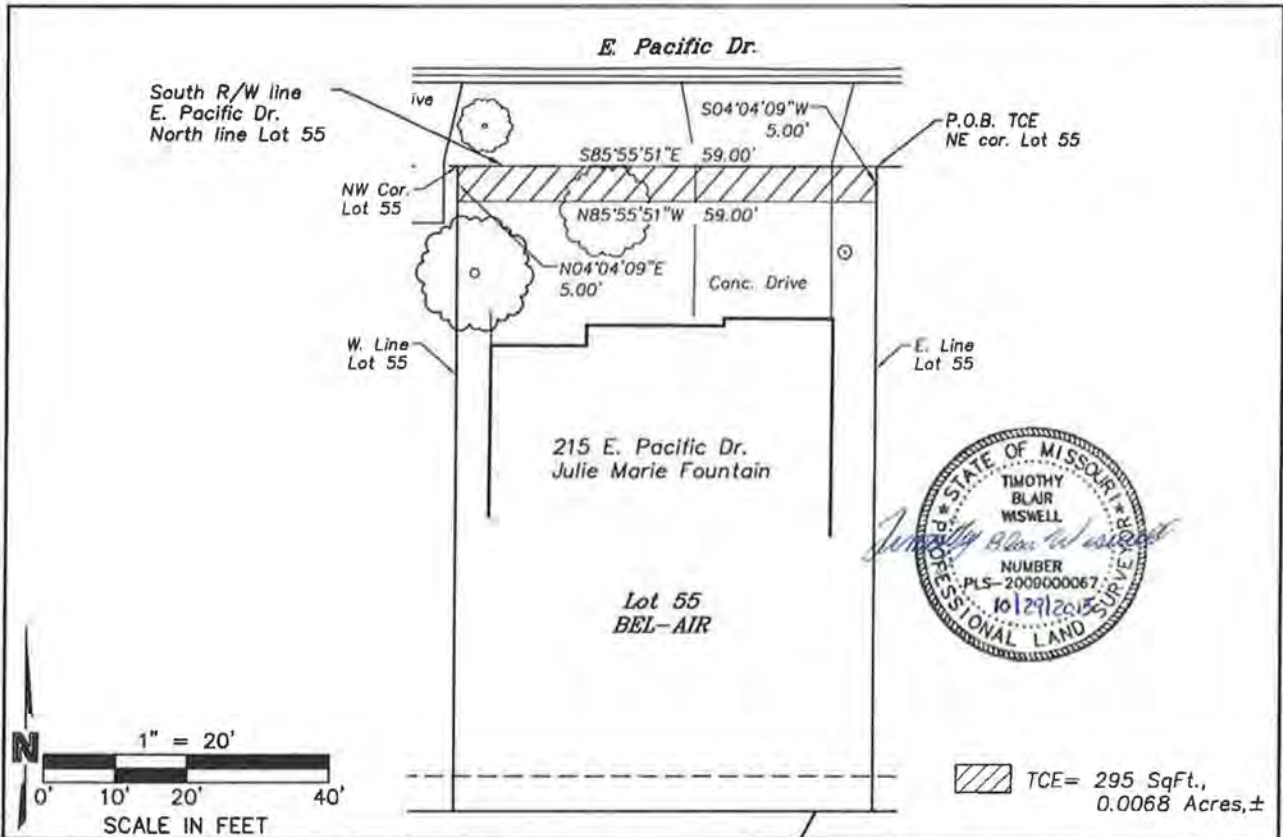
Temporary Construction Easement Description:

All that part of Lot 54, Bel-Air, a subdivision in the City of Belton, Cass County, Missouri, being more particularly described as follows:

BEGINNING at the Northeast corner of Lot 54, of said Bel-Air; thence South 04 degrees 04 minutes 09 seconds West, along the East line of said Lot 54, a distance of 5.00 feet; thence North 85 degrees 55 minutes 51 seconds West, departing the East line of said Lot 54, a distance of 59.00 feet, to a point on the West line of said Lot 54; thence North 04 degrees 04 minutes 09 seconds East, along the West line of said Lot 54, a distance of 5.00 feet to the Northwest corner of said Lot 54, said point being on the South right-of-way line of E. Pacific Drive, as it now exists; thence South 85 degrees 55 minutes 51 seconds East, along the North line of said Lot 54, and along the South right-of-way line of said E. Pacific Drive, a distance of 59.00 feet, to the POINT OF BEGINNING, containing 295 Square Feet or 0.0068 acres, more or less.



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PROJECT NO: 015-1205
DRAWN BY: MCL
DATE: 10/23/15

Temporary Construction Easement &
Permanent Drainage Easement

MOLSSON
ASSOCIATES

1301 West 131st Street
Suite 200
Overland Park, KS 66213-4756
TEL 913 381 1170
FAX 913 381 1174

TRACT
8

File No. 015-1205
Belton Buena Vista/E. Pacific Storm Improvements
October 27, 2015

TRACT-8

Owner:
Julie Marie Fountain
215 E. Pacific Dr.
Belton, MO 64012

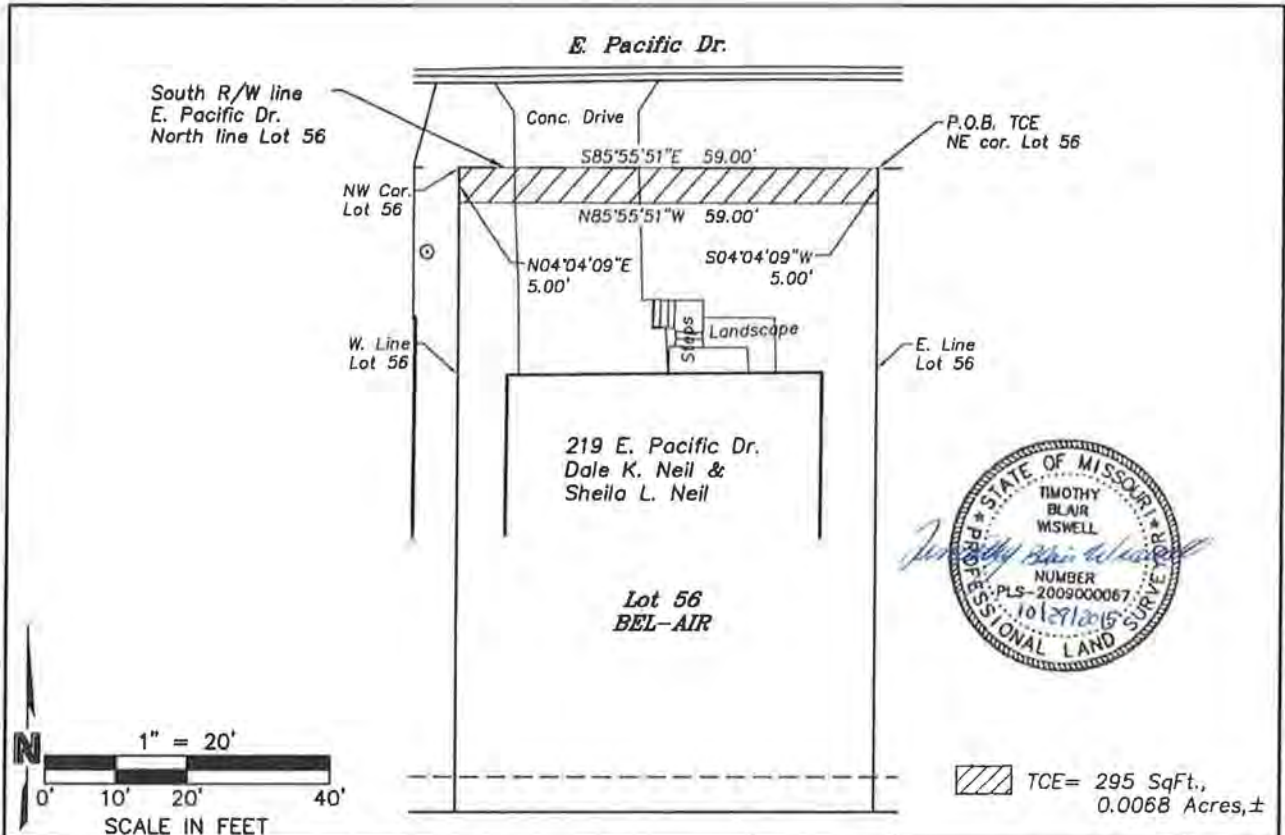
Temporary Construction Easement Description:

All that part of Lot 55, Bel-Air, a subdivision in the City of Belton, Cass County, Missouri, being more particularly described as follows:

BEGINNING at the Northeast corner of Lot 55, of said Bel-Air; thence South 04 degrees 04 minutes 09 seconds West, along the East line of said Lot 55, a distance of 5.00 feet; thence North 85 degrees 55 minutes 51 seconds West, departing the East line of said Lot 55, a distance of 59.00 feet, to a point on the West line of said Lot 55; thence North 04 degrees 04 minutes 09 seconds East, along the West line of said Lot 55, a distance of 5.00 feet to the Northwest corner of said Lot 55, said point being on the South right-of-way line of E. Pacific Drive, as it now exists; thence South 85 degrees 55 minutes 51 seconds East, along the North line of said Lot 55, and along the South right-of-way line of said E. Pacific Drive, a distance of 59.00 feet, to the POINT OF BEGINNING, containing 295 Square Feet or 0.0068 acres, more or less.



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(913) 381-1170



PROJECT NO: 015-1205	Temporary Construction Easement & Permanent Drainage Easement	OLSSON ASSOCIATES	7201 West 133rd Street Suite 200 Overland Park, KS 66213-4750 TEL: 913.351.1170 FAX: 913.381.1174	TRACT
DRAWN BY: MCL			9	
DATE: 10/23/15				

File No. 015-1205
Belton Buena Vista/E. Pacific Storm Improvements
October 27, 2015

TRACT-9

Owner:

Dale K. Neil & Sheila L. Neil
219 E. Pacific Dr.
Belton, MO 64012

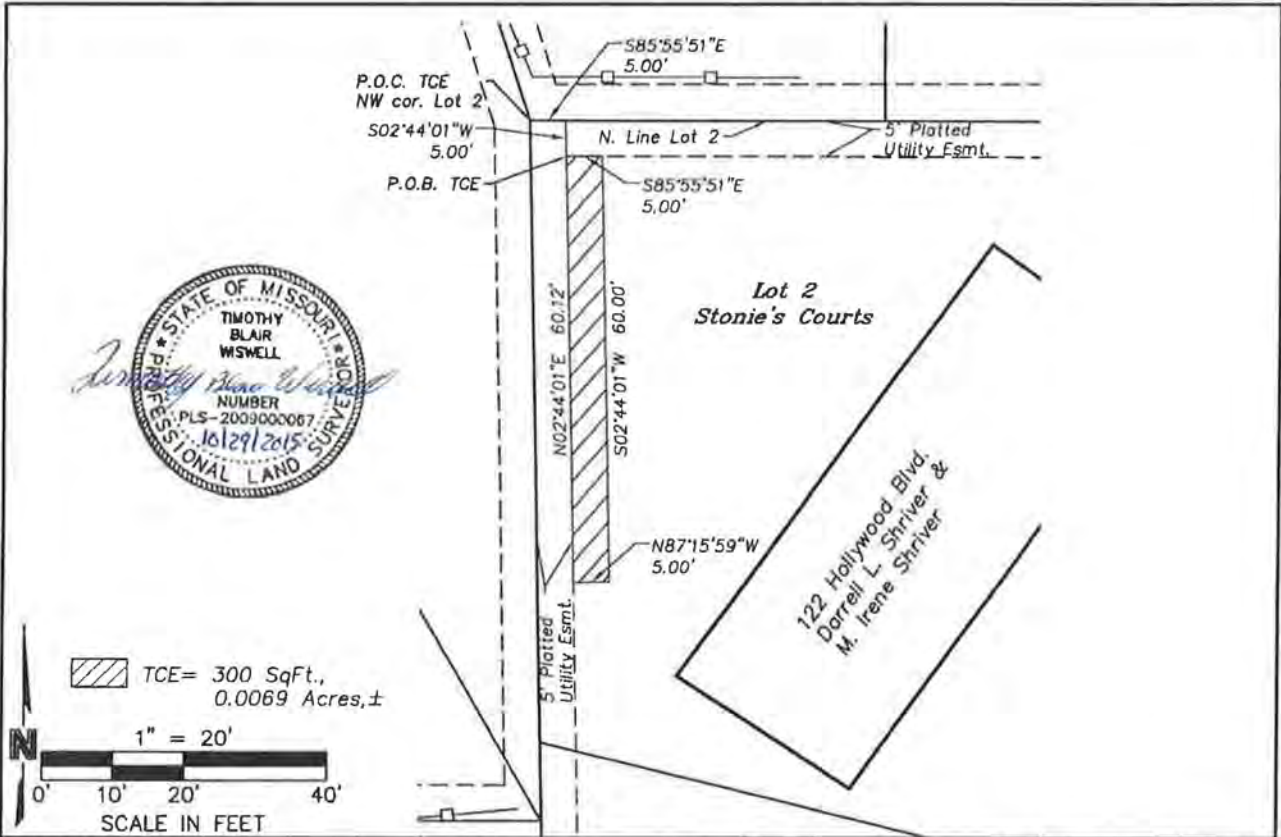
Temporary Construction Easement Description:

All that part of Lot 56, Bel-Air, a subdivision in the City of Belton, Cass County, Missouri, being more particularly described as follows:

BEGINNING at the Northeast corner of Lot 56, of said Bel-Air; thence South 04 degrees 04 minutes 09 seconds West, along the East line of said Lot 56, a distance of 5.00 feet; thence North 85 degrees 55 minutes 51 seconds West, departing the East line of said Lot 56, a distance of 59.00 feet, to a point on the West line of said Lot 56; thence North 04 degrees 04 minutes 09 seconds East, along the West line of said Lot 56, a distance of 5.00 feet to the Northwest corner of said Lot 56, said point being on the South right-of-way line of E. Pacific Drive, as it now exists; thence South 85 degrees 55 minutes 51 seconds East, along the North line of said Lot 56, and along the South right-of-way line of said E. Pacific Drive, a distance of 59.00 feet, to the POINT OF BEGINNING, containing 295 Square Feet or 0.0068 acres, more or less.



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PROJECT NO: 015-1205
 DRAWN BY: MCL
 DATE: 10/23/15

Temporary Construction Easement &
 Permanent Drainage Easement

MOLSSON
 ASSOCIATES
 7301 West 133rd Street
 Suite 200
 Overland Park, KS 66213-4750
 TEL 913.381.1170
 FAX 913.381.1174

TRACT
 10

File No. 015-1205

Belton Buena Vista/E. Pacific Storm Improvements

October 27, 2015

TRACT-10

Owner:

Darrell L. Shriver & M. Irene Shriver

122 Hollywood Blvd.

Belton, MO 64012

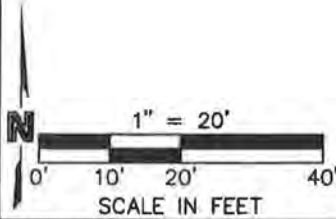
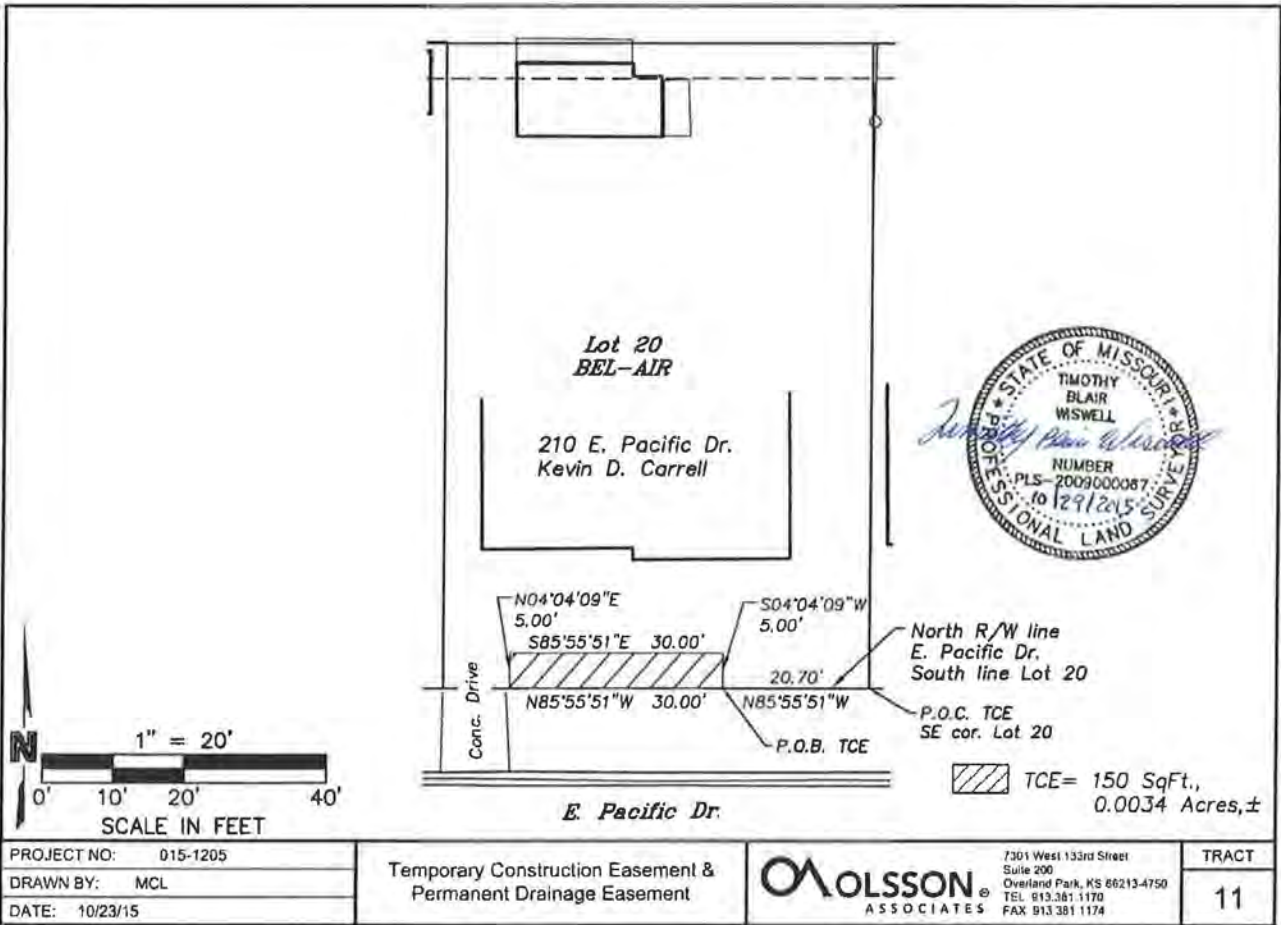
Temporary Construction Easement Description:


All that part of Lot 2, Stonie's Courts, a subdivision in the City of Belton, Cass County, Missouri, being more particularly described as follows:

COMMENCING at the Northwest corner of Lot 2, of said Stonie's Courts; thence South 85 degrees 55 minutes 51 seconds East, along the North line of said Lot 2, a distance of 5.00 feet, to a point on the Northern prolongation of the East line of an existing five foot platted utility easement; thence South 02 degrees 44 minutes 01 seconds West, along the North prolongation of the East line of said platted utility easement, a distance of 5.00 feet, to a point on the South line of an existing five foot platted utility easement, said point being the POINT OF BEGINNING; thence South 85 degrees 55 minutes 51 seconds East, along the South line of said platted utility easement, a distance of 5.00 feet; thence South 02 degrees 44 minutes 01 seconds West, departing the South line of said utility easement, a distance 60.00 feet; thence North 87 degrees 15 minutes 59 seconds West, a distance of 5.00 feet, to the East line of said platted utility easement; thence North 02 degrees 44 minutes 01 seconds East, a distance of 60.12 feet to the POINT OF BEGINNING, containing 300 Square Feet or 0.0069 acres, more or less.



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 TCE= 150 SqFt.,
0.0034 Acres, ±

PROJECT NO:	015-1205
DRAWN BY:	MCL
DATE:	10/23/15

Temporary Construction Easement &
Permanent Drainage Easement

MOLSSON
ASSOCIATES

7301 West 133rd Street
Suite 200
Overland Park, KS 66213-4750
TEL 913.381.1170
FAX 913.381.1174

TRACT	11
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File No. 015-1205
Belton Buena Vista/E. Pacific Storm Improvements
October 27, 2015

TRACT-11

Owner:
Kevin D. Carrell
210 E. Pacific Dr.
Belton, MO 64012

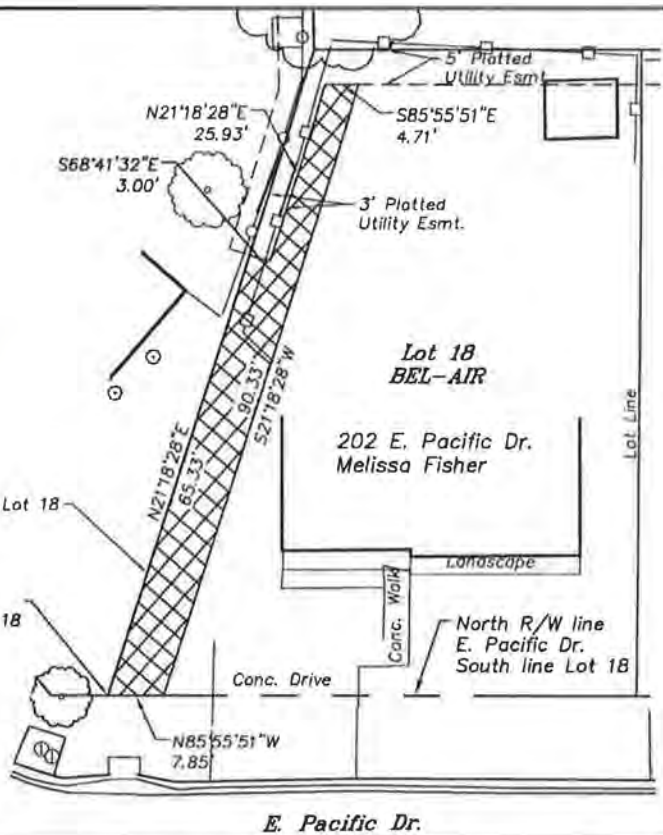
Temporary Construction Easement Description:


All that part of Lot 20, Bel-Air, a subdivision in the City of Belton, Cass County, Missouri, being more particularly described as follows:


COMMENCING at the Southeast corner of Lot 20, of said Bel-Air; thence North 85 degrees 55 minutes 51 seconds West, along the South line of said Lot 20, and along the North right-of-way line of E. Pacific Drive, as it now exists, a distance of 20.70 feet, to the POINT OF BEGINNING; thence North 85 degrees 55 minutes 51 seconds West, continuing along the South line of said Lot 20, and along the North right-of-way line of E. Pacific Drive, a distance of 30.00 feet; thence North 04 degrees 04 minutes 09 seconds East, departing the South line of said Lot 20, and departing the North right-of-way line of said E. Pacific Drive, a distance of 5.00 feet; thence South 85 degrees 55 minutes 51 seconds East, a distance of 30.00 feet; thence South 04 degrees 04 minutes 09 seconds West, a distance of 5.00 feet to the POINT OF BEGINNING, containing 150 Square Feet or 0.0034 acres, more or less.



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 TCE = 601 SqFt.,
 0.0138 Acres, ±
 1" = 20'
 0' 10' 20' 40'
 SCALE IN FEET

PROJECT NO: 015-1205	Temporary Construction Easement & Permanent Drainage Easement	 7301 West 133rd Street Suite 200 Overland Park, KS 66213-4750 TEL: 913 381 1170 FAX: 913 381 1174	TRACT
DRAWN BY: MCL			12
DATE: 10/23/15			

File No. 015-1205
Belton Buena Vista/E. Pacific Storm Improvements
October 27, 2015

TRACT-12

Owner:
Melissa Fisher
202 E. Pacific Dr.
Belton, MO 64012

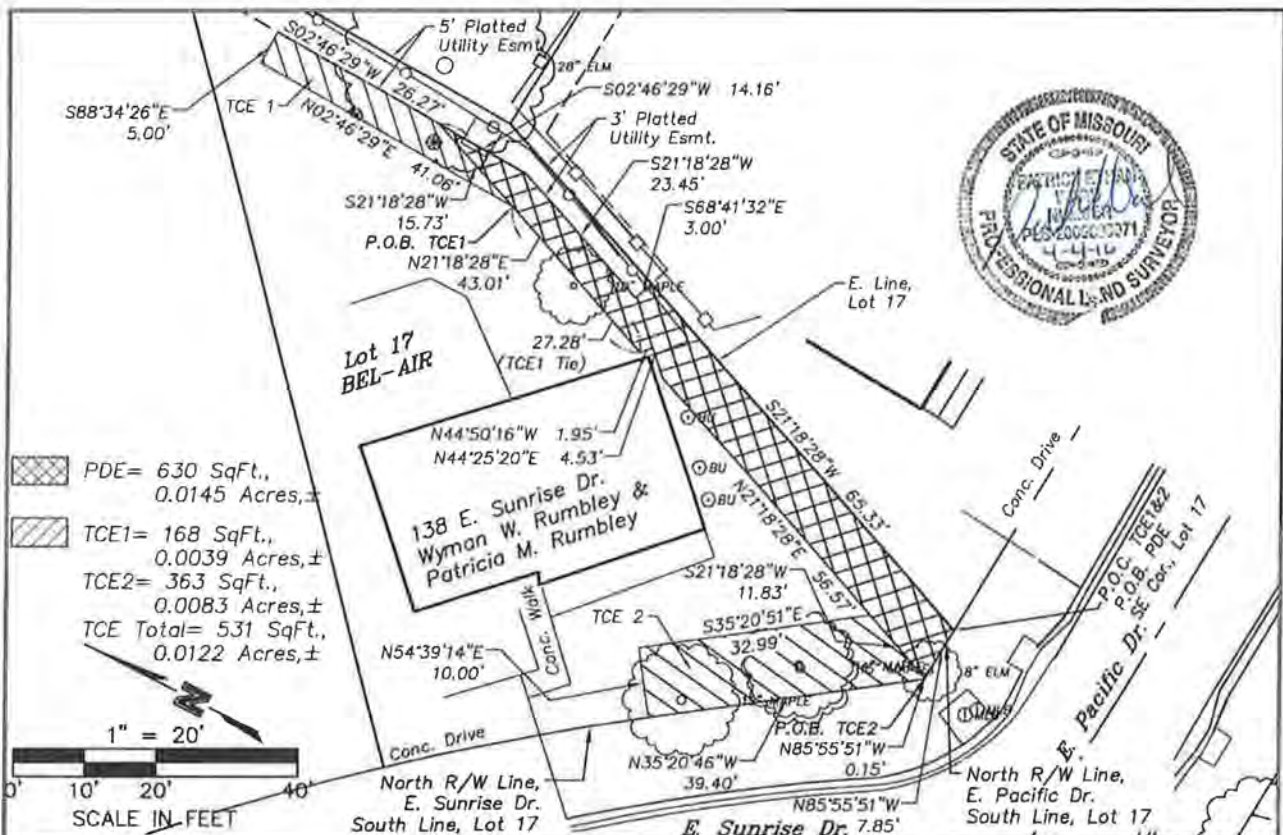
Temporary Construction Easement Description:

All that part of Lot 18, Bel-Air, a subdivision in the City of Belton, Cass County, Missouri, being more particularly described as follows:

BEGINNING at the Southwest corner of Lot 18, of said Bel-Air; thence North 21 degrees 18 minutes 28 seconds East, along the West line of said Lot 18, a distance of 65.33 feet to the South line of an existing three foot platted utility easement; thence South 68 degrees 41 minutes 32 seconds East, along the South line of said platted utility easement, a distance of 3.00 feet to the East line of said existing platted utility easement; thence North 21 degrees 18 minutes 28 seconds East, along the East line of said platted utility easement, a distance of 25.93 feet to the South line of an existing five foot platted utility easement; thence South 85 degrees 55 minutes 51 seconds East, along the South line of said five foot platted utility easement, a distance of 4.71 feet; thence South 21 degrees 18 minutes 28 seconds West, departing the South line of said platted utility easement, a distance of 90.33 feet to the South line of said Lot 18, said point also being on the North right-of-way line of E. Pacific Drive, as it now exists; thence North 85 degrees 55 minutes 51 seconds West, along the South line of said Lot 18, and along the North right-of-way line of E. Pacific Drive, a distance of 7.85 feet to the POINT OF BEGINNING, containing 601 Square Feet or 0.0138 acres, more or less.



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PDE = 630 SqFt.,
 0.0145 Acres, ±
 TCE1 = 168 SqFt.,
 0.0039 Acres, ±
 TCE2 = 363 SqFt.,
 0.0083 Acres, ±
 TCE Total = 531 SqFt.,
 0.0122 Acres, ±

1" = 20'
 0' 10' 20' 40'
 SCALE IN FEET

PROJECT NO: 015-1205	Temporary Construction Easement & Permanent Drainage Easement		7301 West 133rd Street Suite 200 Overland Park, KS 66213-4750 TEL 913.381.1170 FAX 913.381.1174	TRACT
DRAWN BY: MCL			13	
DATE: 10/23/15 REVISED: 4/1/16				

File No. 015-1205
Belton Buena Vista/E. Pacific Storm Improvements
October 27, 2015
Revised: April 1, 2016

TRACT-13

Owner:
Wyman W. Rumbley & Patricia M. Rumbley
138 E. Sunrise Dr.
Belton, MO 64012

Permanent Drainage Easement Description:

All that part of Lot 17, Bel-Air, a subdivision in the City of Belton, Cass County, Missouri, being more particularly described as follows:

BEGINNING at the Southeast corner of Lot 17, of said Bel-Air; thence North 85 degrees 55 minutes 51 seconds West, along the South line of said Lot 17, and along the North right-of-way line of E. Pacific Drive, as it now exists, a distance of 7.85 feet; thence North 21 degrees 18 minutes 28 seconds East, departing the South line of said Lot 17 and departing the North right-of-way line of E. Pacific Drive, a distance of 56.57 feet; thence North 44 degrees 25 minutes 20 seconds East, a distance of 4.53 feet; thence North 44 degrees 50 minutes 16 seconds West, a distance of 1.95 feet; thence North 21 degrees 18 minutes 28 seconds East, a distance of 43.01 feet, to the West line of an existing five foot platted utility easement; thence South 02 degrees 46 minutes 29 seconds West, along the West line of said platted utility easement, a distance of 14.16 feet, to a point on the West line of an existing three foot platted utility easement; thence South 21 degrees 18 minutes 28 seconds West, continuing along the West line of said platted utility easement, a distance of 23.45 feet to the South line of said existing three foot platted utility easement; thence South 68 degrees 41 minutes 32 seconds East, along the South line of said three foot platted utility easement, a distance of 3.00 feet to the East line of said Lot 17; thence South 21 degrees 18 minutes 28 seconds West, departing the South line of said platted utility easement, and along the East line of said Lot 17, a distance of 65.33 feet to the POINT OF BEGINNING, containing 630 Square Feet or 0.0145 acres, more or less.



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(913) 381-1170

File No. 015-1205

Belton Buena Vista/E. Pacific Storm Improvements

October 27, 2015

Revised: April 1, 2016

TRACT-13

Owner:

Wyman W. Rumbley & Patricia M. Rumbley

138 E. Sunrise Dr.

Belton, MO 64012

Temporary Construction Easement Description:

All that part of Lot 17, Bel-Air, a subdivision in the City of Belton, Cass County, Missouri, being more particularly described as follows:

COMMENCING at the Southeast corner of Lot 17, of said Bel-Air; thence North 85 degrees 55 minutes 51 seconds West, along the South line of said Lot 17, and along the North right-of-way line of E. Pacific Drive, as it now exists, a distance of 7.85 feet; thence North 21 degrees 18 minutes 28 seconds East, departing the South line of said Lot 17 and departing the North right-of-way line of E. Pacific Drive, a distance of 56.57 feet; thence North 44 degrees 25 minutes 20 seconds East, a distance of 4.53 feet; thence North 44 degrees 50 minutes 16 seconds West, a distance of 1.95 feet; thence North 21 degrees 18 minutes 28 seconds East, a distance of 27.28 feet to the POINT OF BEGINNING; thence North 02 degrees 46 minutes 29 seconds East, a distance of 41.06 feet; thence South 88 degrees 34 minutes 26 seconds East, a distance of 5.00 feet, to the West line of an existing five foot platted utility easement; thence South 02 degrees 46 minutes 29 seconds West, along the West line of said platted utility easement, a distance of 26.27 feet; thence South 21 degrees 18 minutes 28 seconds West, departing the West line of said platted utility easement, a distance of 15.73 feet to the POINT OF BEGINNING, containing 168 Square Feet or 0.0039 Acres, more or less.

And also:

COMMENCING at the Southeast corner of Lot 17, of said Bel-Air; thence North 85 degrees 55 minutes 51 seconds West, along the South line of said Lot 17, and along the North right-of-way line of E. Pacific Drive, as it now exists, a distance of 7.85 feet, to the POINT OF BEGINNING; thence North 85 degrees 55 minutes 51 seconds West, continuing along the South line of said Lot 17, and along the North right-of-way line of E. Pacific Drive a distance of 0.15 feet; thence North 35 degrees 20 minutes 46 seconds West, along the Southwesterly line of said Lot 17, and along the Northeasterly right-of-way line of E. Sunrise Drive, as it now exists, a distance of 39.40 feet; thence North 54 degrees 39 minutes 14 seconds East, departing the Southwesterly line of said Lot 17, and the Northeasterly right-of-way line of E. Sunrise Drive, a distance of 10.00 feet; thence South 35 degrees 20 minutes 51 seconds East, a distance of 32.99 feet; thence

South 21 degrees 18 minutes 28 seconds West, a distance of 11.83 feet to the POINT OF BEGINNING, containing 363 Square Feet or 0.0083 Acres, more or less.

The above described Temporary Construction Easements contain an aggregate total of 531 Square Feet or 0.0122 Acres, more or less.





Olsson Associates
7301 West 133rd Street
Suite 200
Overland Park, KS 66213
(913) 381-1170

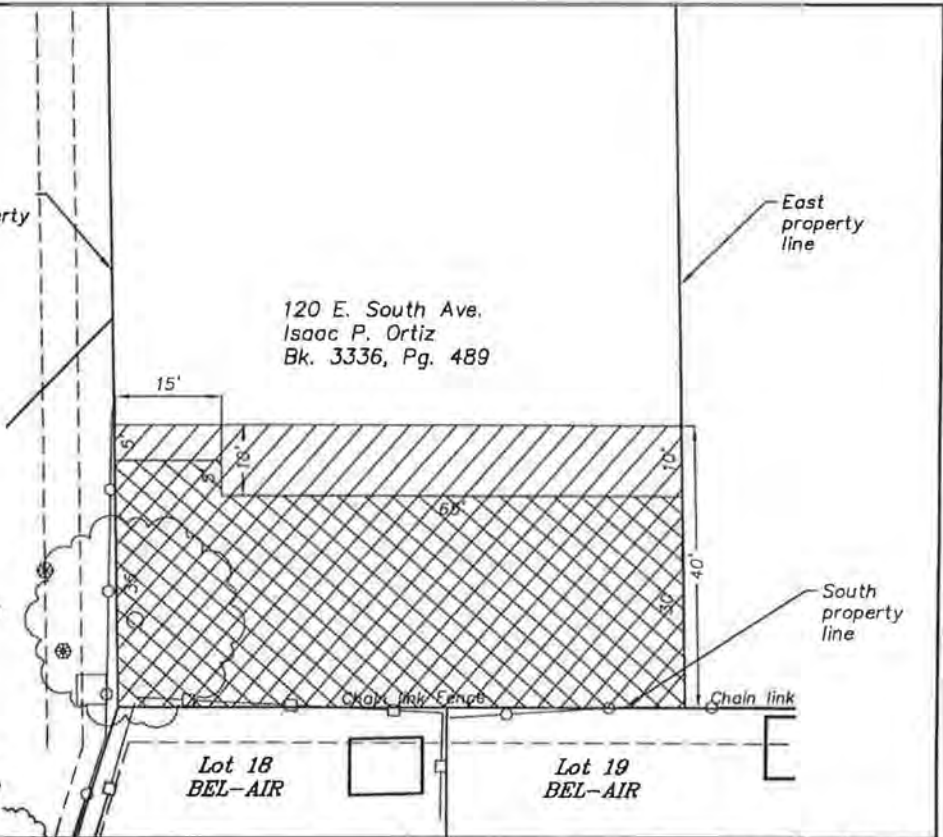
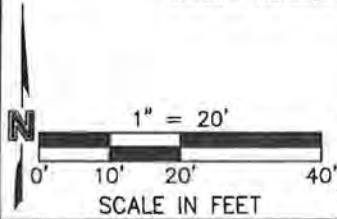


West property line

East property line

120 E. South Ave.
Isaac P. Ortiz
Bk. 3336, Pg. 489

-  TCE = 726 SqFt.,
0.0167 Acres, ±
-  PDE = 2,476 SqFt.,
0.0568 Acres, ±



South property line

Chain link fence

Lot 18
BEL-AIR

Lot 19
BEL-AIR

PROJECT NO: 015-1205
DRAWN BY: MCL
DATE: 10/23/15 REVISED: 3/24/16

Temporary Construction Easement &
Permanent Drainage Easement

MOLSSON
ASSOCIATES

7301 West 139th Street
Suite 200
Overland Park, KS 66213-4750
TEL: 913.381.1170
FAX: 913.381.1174

TRACT
14

File No. 015-1205
Belton Buena Vista/E. Pacific Storm Improvements
October 27, 2015
Revised March 24, 2016

TRACT-14

Owner:
Isaac P. Ortiz
120 E. South Ave.
Belton, MO 64012

Temporary Construction Easement Description:

A tract of land located in the Northwest Quarter of the Northeast Quarter of the Northeast Quarter of the Southeast Quarter of Section 14, Township 46 North, Range 33 West, Belton, Cass County, Missouri, being more particularly described as follows:

The North 10 feet of the South 40 feet, less the South 5 feet of the North 10 feet of the West 15 feet thereof, of the property described in File Number 452979, Book 3336, Page 489 recorded in the Cass County Missouri Recorder of Deeds office.

Containing 726 Square Feet or 0.0167 acres, more or less



Olsson Associates
7301 West 133rd Street
Suite 200
Overland Park, KS 66213
(913) 381-1170

File No. 015-1205
Belton Buena Vista/E. Pacific Storm Improvements
October 27, 2015
Revised March 24, 2016

TRACT-14

Owner:
Isaac P. Ortiz
120 E. South Ave.
Belton, MO 64012

Permanent Drainage Easement Description:

A tract of land located in the Northwest Quarter of the Northeast Quarter of the Northeast Quarter of the Southeast Quarter of Section 14, Township 46 North, Range 33 West, Belton, Cass County, Missouri, being more particularly described as follows:

The South 5 feet of the North 10 feet of the South 40 feet of the West 15 feet, AND ALSO, the South 30 feet of the property described in File Number 452979, Book 3336, Page 489 recorded in the Cass County Missouri Recorder of Deeds office.

Containing 2,476 Square Feet or 0.0568 Acres, more or less.





Olsson Associates
7301 West 133rd Street
Suite 200
Overland Park, KS 66213
(913) 381-1170

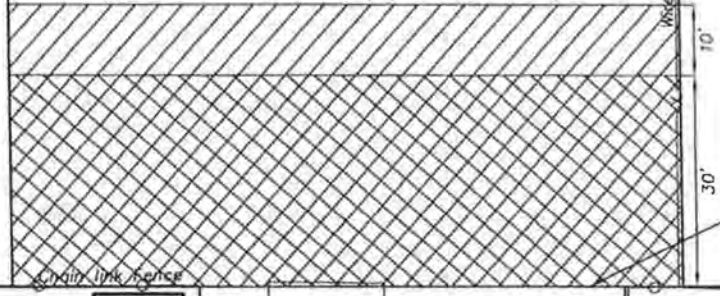
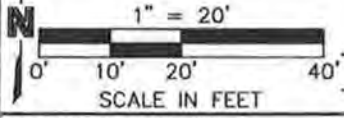


200 E. South Ave.
Lane-Braga Legacy Trust.
Sandra E. Braga, Trustee
Bk. 3678, Pg. 253

West property line

East property line

 TCE = 946 SqFt.,
0.0217 Acres, ±
 PDE = 2,838 SqFt.,
0.0652 Acres, ±



Wise Fence

10'

30'

South property line

PROJECT NO:	015-1205
DRAWN BY:	MCL
DATE:	10/23/15
REVISED:	10/29/15

Temporary Construction Easement &
Permanent Drainage Easement



7301 West 133rd Street
Suite 200
Overland Park, KS 66213-4750
TEL: 913.381.1170
FAX: 913.381.1174

TRACT
15

File No. 015-1205
Belton Buena Vista/E. Pacific Storm Improvements
October 27, 2015
Revised October 29, 2015

TRACT-15

Owner:
Lane-Braga Legacy Trust, Sandra E. Braga, Trustee
202 E. South Ave.
Belton, MO 64012

Permanent Drainage Easement Description:

A tract of land located in the Northwest Quarter of the Northeast Quarter of the Northeast Quarter of the Southeast Quarter of Section 14, Township 46 North, Range 33 West, Belton, Cass County, Missouri.

The South 30 feet of the property described in Document File Number 520558, Book 3678, Page 253, recorded in the Cass County Missouri Recorder of Deeds office.

Containing 2,838 Square Feet or 0.0652 acres, more or less.



Olsson Associates
7301 West 133rd Street
Suite 200
Overland Park, KS 66213
(913) 381-1170

File No. 015-1205
Belton Buena Vista/E. Pacific Storm Improvements
October 27, 2015
Revised October 29, 2015

TRACT-15

Owner:
Lane-Braga Legacy Trust, Sandra E. Braga, Trustee
202 E. South Ave.
Belton, MO 64012

Temporary Construction Easement Description:

A tract of land located in the Northwest Quarter of the Northeast Quarter of the Northeast Quarter of the Southeast Quarter of Section 14, Township 46 North, Range 33 West, Belton, Cass County, Missouri.

The North 10 feet of the South 40 feet of the property described in File Number 520558, Book 3678, Page 253 recorded in the Cass County Missouri Recorder of Deeds office.

Containing 946 Square Feet or 0.0217 acres, more or less.





Olsson Associates
7301 West 133rd Street
Suite 200
Overland Park, KS 66213
(913) 381-1170

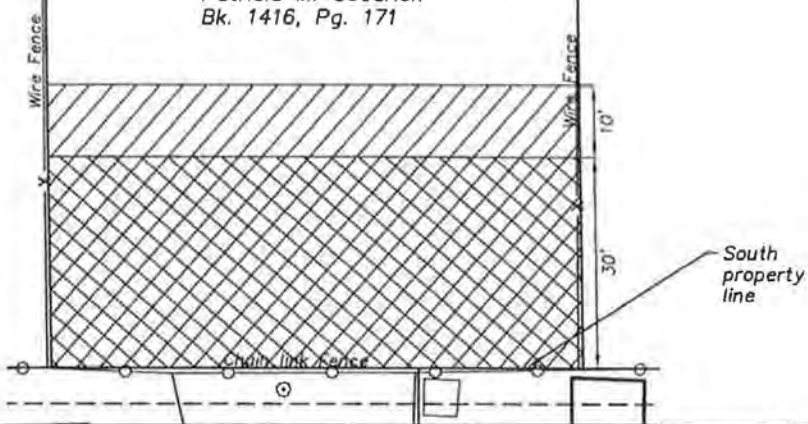
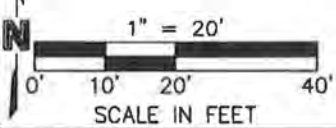


West property line

East property line

202 E. South Ave.
Patricia M. Goodrich
Bk. 1416, Pg. 171

 TCE= 750 SqFt.,
0.0172 Acres, ±
 PDE= 2,250 SqFt.,
0.0517 Acres, ±



PROJECT NO: 015-1205
 DRAWN BY: MCL
 DATE: 10/23/15 REVISED: 10/29/15

Temporary Construction Easement & Permanent Drainage Easement



7301 West 133rd Street
 Suite 200
 Overland Park, KS 66213-4750
 TEL 913.381.1170
 FAX 913.381.1174

TRACT
16

File No. 015-1205
Belton Buena Vista/E. Pacific Storm Improvements
October 27, 2015
Revised October 29, 2015

TRACT-16

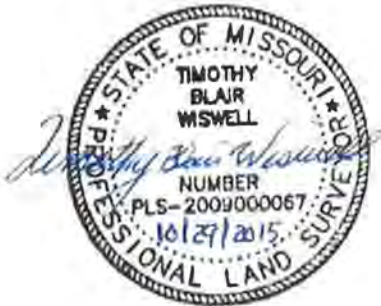
Owner:
Patricia M. Goodrich
202 E. South Ave.
Belton, MO 64012

Permanent Drainage Easement Description:

A tract of land located in the Northwest Quarter of the Northeast Quarter of the Northeast Quarter of the Southeast Quarter of Section 14, Township 46 North, Range 33 West, Belton, Cass County, Missouri.

The South 30 feet of the property described in Document Number 69055, Book 1416, Page 171 recorded in the Cass County Missouri Recorder of Deeds office.

Containing 2,250 Square Feet or 0.0517 acres, more or less.



Olsson Associates
7301 West 133rd Street
Suite 200
Overland Park, KS 66213
(913) 381-1170

File No. 015-1205
Belton Buena Vista/E. Pacific Storm Improvements
October 27, 2015
Revised October 29, 2015

TRACT-16

Owner:
Patricia M. Goodrich
202 E. South Ave.
Belton, MO 64012

Temporary Construction Easement Description:

A tract of land located in the Northwest Quarter of the Northeast Quarter of the Northeast Quarter of the Southeast Quarter of Section 14, Township 46 North, Range 33 West, Belton, Cass County, Missouri.

The North 10 feet of the South 40 feet of the property described in Document Number 69055, Book 1416, Page 171 recorded in the Cass County Missouri Recorder of Deeds office.

Containing 750 Square Feet or 0.0172 acres, more or less.




Olsson Associates
7301 West 133rd Street
Suite 200
Overland Park, KS 66213
(913) 381-1170




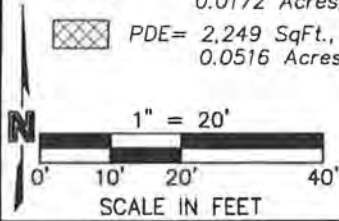
204 E. South Ave.
 Sophia Y. Sherman &
 Robert J. Sherman
 Bk. 2356, Pg. 128

West property line

East property line

 TCE= 750 SqFt.,
 0.0172 Acres, ±

 PDE= 2,249 SqFt.,
 0.0516 Acres, ±



Wire Fence

Chain Link Fence

10'

30'

South property line

Chain Link Fence

PROJECT NO:	015-1205
DRAWN BY:	MCL
DATE:	10/23/15
REVISED:	10/29/15

Temporary Construction Easement &
 Permanent Drainage Easement

MOLSSON
 ASSOCIATES

7301 West 133rd Street
 Suite 200
 Overland Park, KS 66213 4750
 TEL 913 381 1170
 FAX 913 381 1174

TRACT
 17

File No. 015-1205
Belton Buena Vista/E. Pacific Storm Improvements
October 27, 2015
Revised October 29, 2015

TRACT-17

Owner:
Sophia Y. Sherman & Robert J. Sherman
204 E. South Ave.
Belton, MO 64012

Temporary Construction Easement Description:

A tract of land located in the Northwest Quarter of the Northeast Quarter of the Northeast Quarter of the Southeast Quarter of Section 14, Township 46 North, Range 33 West, Belton, Cass County, Missouri.

The North 10 feet of the South 40 feet of the property described in Document Number 278905, Book 2356, Page 128 recorded in the Cass County Missouri Recorder of Deeds office.

Containing 750 Square Feet or 0.0172 acres, more or less.



Olsson Associates
7301 West 133rd Street
Suite 200
Overland Park, KS 66213
(913) 381-1170

File No. 015-1205
Belton Buena Vista/E. Pacific Storm Improvements
October 27, 2015
Revised October 29, 2015

TRACT-17

Owner:
Sophia Y. Sherman & Robert J. Sherman
204 E. South Ave.
Belton, MO 64012

Permanent Drainage Easement Description:

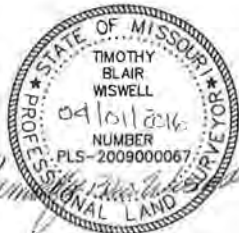
A tract of land located in the Northwest Quarter of the Northeast Quarter of the Northeast Quarter of the Southeast Quarter of Section 14, Township 46 North, Range 33 West, Belton, Cass County, Missouri.

The South 30 feet of the property described in Document Number 278905, Book 2356, Page 128 recorded in the Cass County Missouri Recorder of Deeds office.

Containing 2,249 Square Feet or 0.0516 acres, more or less.

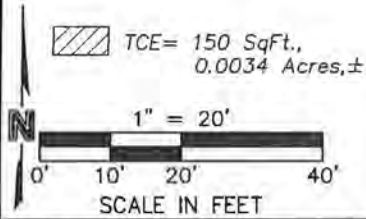


Olsson Associates
7301 West 133rd Street
Suite 200
Overland Park, KS 66213
(913) 381-1170

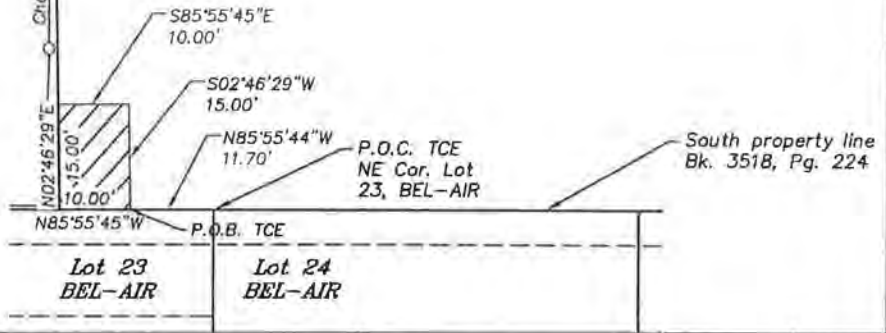


West property line.
 West line of the NE 1/4 of the
 NE 1/4 of the NE 1/4 of the SE
 1/4 of Sec 14-T46N-R33W

206 E. South Ave.
 Courtesy Management
 Corporation Inc.
 Bk. 351B, Pg. 224



TCE = 150 SqFt.,
 0.0034 Acres, ±



PROJECT NO: 015-1205
 DRAWN BY: MCL
 DATE: 3/31/16

Temporary Construction Easement

MOLSSON
 ASSOCIATES
 7501 West 133rd Street
 Suite 200
 Overland Park, KS 66213-4750
 TEL 913.361.1170
 FAX 913.361.1174

TRACT
 18

File No. 015-1205
Belton Buena Vista/E, Pacific Storm Improvements
March 31, 2016

TRACT-18

Owner:
Courtesy Management Corporation Inc.
206 E. South Ave.
Belton, MO 64012

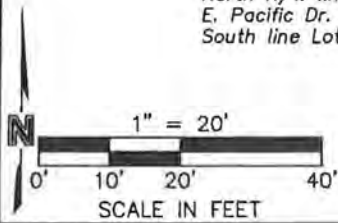
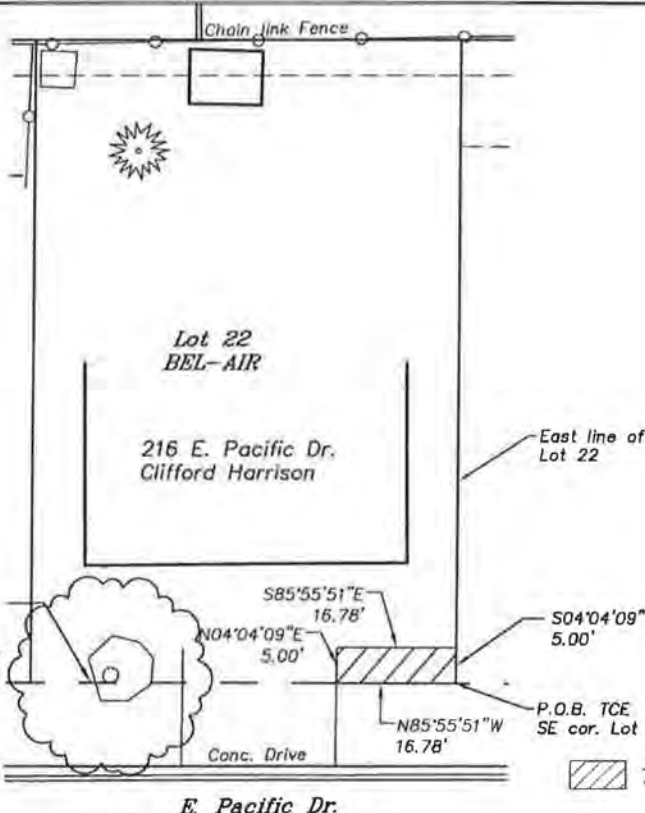
Temporary Construction Easement Description:

A tract of land located in the Northeast Quarter of the Northeast Quarter of the Northeast Quarter of the Southeast Quarter of Section 14, Township 46 North, Range 33 West, Belton, Cass County, Missouri, being more particularly described as follows:

COMMENCING at the Northeast corner of Lot 23, Bel-Air, a subdivision in the City of Belton, Cass County, Missouri; thence North 85 degrees 55 minutes 44 seconds West, along the North line of said Lot 23, and along the South property line of a tract of land recorded in Book 3518, Page 224 in the Cass County Register of Deeds, a distance of 11.70 feet, to the POINT OF BEGINNING; thence North 85 degrees 55 minutes 45 seconds West, continuing along the North line of said Lot 23, and along the South property line of said tract, a distance of 10.00 feet, to the Southwest corner of said tract; thence North 02 degrees 46 minutes 29 seconds East, along the West line of said tract, a distance of 15.00 feet; thence South 85 degrees 55 minutes 45 seconds East, departing the West line of said tract, a distance of 10.00 feet; thence South 02 degrees 46 minutes 29 seconds West, a distance of 15.00 feet to the POINT OF BEGINNING, containing 150 Square Feet or 0.0034 acres, more or less.



Olsson Associates
7301 West 133rd Street
Suite 200
Overland Park, KS 66213
(913) 381-1170



TCE = 84 SqFt.,
0.0019 Acres, ±

PROJECT NO: 015-1205
DRAWN BY: MCL
DATE: 3/31/16

Temporary Construction Easement



7501 West 133rd Street
Suite 200
Overland Park, KS 66213-4750
TEL 913.381.1170
FAX 913.381.1174

TRACT
19

File No. 015-1205
Belton Buena Vista/E. Pacific Storm Improvements
March 31, 2016

TRACT-19

Owner:
Clifford Harrison
216 E. Pacific Dr.
Belton, MO 64012

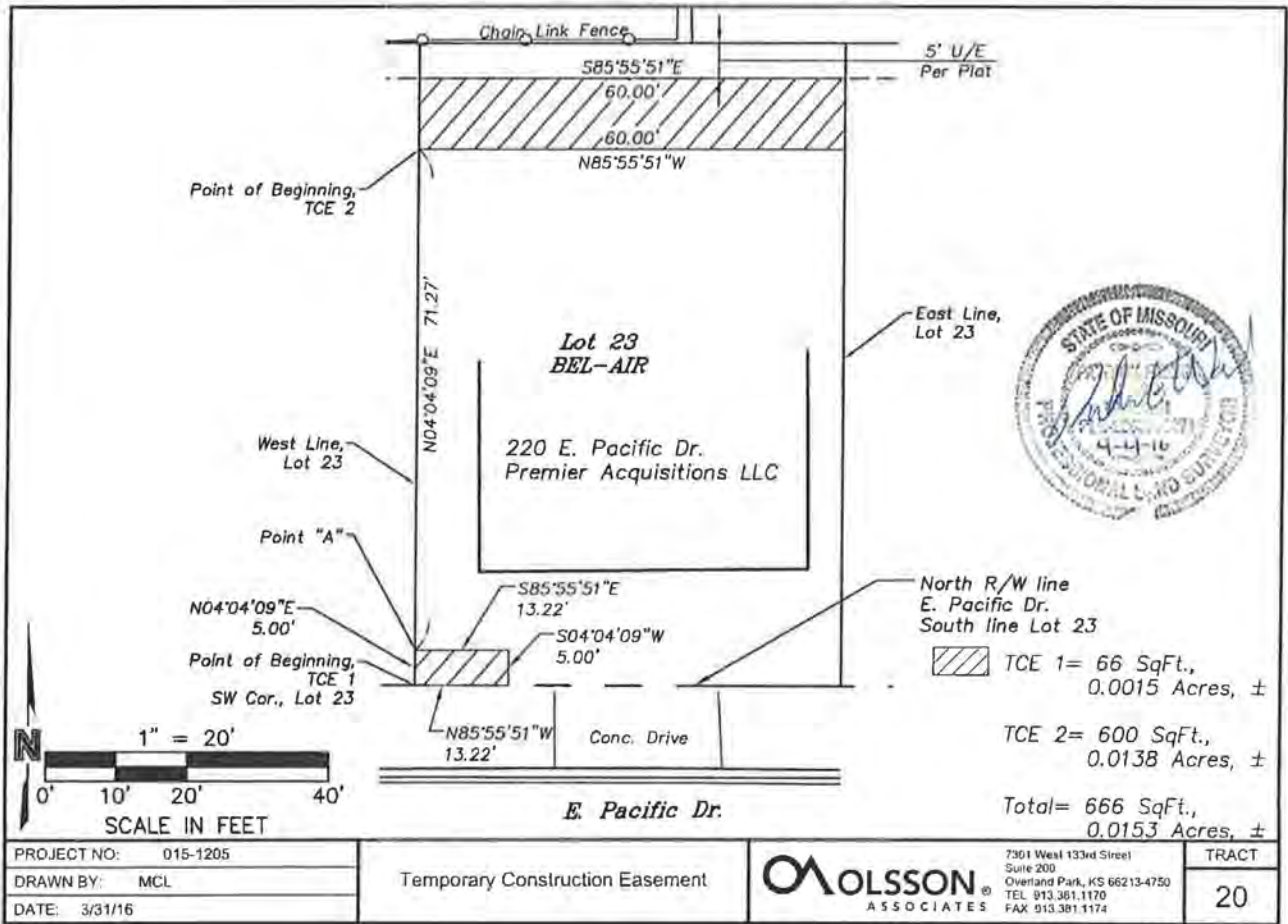
Temporary Construction Easement Description:

All that part of Lot 22, Bel-Air, a subdivision in the City of Belton, Cass County, Missouri, being more particularly described as follows:

BEGINNING at the Southeast corner of said Lot 22; thence North 85 degrees 55 minutes 51 seconds West, along the South line of said Lot 22, and along the North right-of-way line of E. Pacific Drive, as it now exists, a distance of 16.78 feet; thence North 04 degrees 04 minutes 09 seconds East, departing the South line of said Lot 22, and departing the North right-of-way line of said E. Pacific Drive, a distance of 5.00 feet; thence South 85 degrees 55 minutes 51 seconds East, a distance of 16.78 feet, to the East line of said Lot 22; thence South 04 degrees 04 minutes 09 seconds West, along the East line of said Lot 22, a distance of 5.00 feet to the POINT OF BEGINNING, containing 84 Square Feet or 0.0019 acres, more or less.



Olsson Associates
7301 West 133rd Street
Suite 200
Overland Park, KS 66213
(913) 381-1170



File No. 015-1205
Belton Buena Vista/E. Pacific Storm Improvements
March 31, 2016

TRACT-20

Owner:
Premier Acquisitions LLC
220 E. Pacific Dr.
Belton, MO 64012

Temporary Construction Easement Description:

All that part of Lot 23, Bel-Air, a subdivision in the City of Belton, Cass County, Missouri, being more particularly described as follows:

BEGINNING at the Southwest corner of Lot 23, Bel-Air, a subdivision in the City of Belton, Cass County, Missouri; thence North 04 degrees 04 minutes 09 seconds East, along the West line of said Lot 23, a distance of 5.00 feet to a point hereby designated as Point "A"; thence South 85 degrees 55 minutes 51 seconds East, departing said West line, a distance of 13.22 feet to a point; thence South 04 degrees 04 minutes 09 seconds West a distance of 5.00 feet to the South line of said Lot 23, and the North right-of-way line of E. Pacific Drive as it now exists; thence North 85 degrees 55 minutes 51 seconds West, along the South line of said Lot 23, and along the North right-of-way line of E. Pacific Drive, a distance of 13.22 feet to the POINT OF BEGINNING, containing 66 Square Feet or 0.0015 acres, more or less.

Also,

COMMENCING at aforementioned Point "A"; thence North 04 degrees 04 minutes 09 seconds East, along the West line of said Lot 23, a distance of 71.27 feet to the POINT OF BEGINNING 2; thence continuing North 04 degrees 04 minutes 09 seconds East, along said West line, a distance of 10.00 feet to a point on the South line of an existing 5.00 foot wide Utility Easement, as established in said Bel-Air; thence South 85 degrees 55 minutes 51 seconds East, departing said West line, along the South line of said existing Utility Easement, a distance of 60.00 feet to a point on the East line of said Lot 23; thence South 04 degrees 04 minutes 09 seconds West, departing said South line, along said East line, a distance of 10.00 feet to a point; thence North 85 degrees 55 minutes 51 seconds West, departing said East line, a distance of 60.00 feet to the POINT OF BEGINNING, containing 600 Square Feet or 0.0138 Acres, more or less.

The above-described easements contain an aggregate total of 666 Square Feet or 0.0153 Acres, more or less.



Olsson Associates
7301 West 133rd Street
Suite 200
Overland Park, KS 66213
(913) 381-1170

SECTION V
E

AN ORDINANCE DECLARING THE RESULTS OF THE ANNUAL ELECTION OF MUNICIPAL OFFICERS OF THE CITY OF BELTON, MISSOURI.

WHEREAS, the election of municipal officers was held on Tuesday, April 5, 2016.

WHEREAS, the County Clerk has certified the election results and those results are attached as Exhibit A.

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

Section 1. It is hereby found, declared and determined in accordance with the certification of election results from the Cass County Clerk, at the annual election of municipal officers held April 5, 2016, in conformity with the laws of the State of Missouri, as follows:

- 1. For the office of Councilman, Ward 1:

CANDIDATE	TOTAL VOTES RECEIVED
Jeff Fletcher	309

The City Council does find that Jeff Fletcher is the candidate for the office of Councilman, Ward 1, for a three-year term, who received the highest number of votes, and he shall hold office for a term of three (3) years or until his successor is duly elected or appointed and qualified according to law.

- 2. For the office of Councilman, Ward 2:

CANDIDATE	TOTAL VOTES RECEIVED
Chet Trutzel	234
Carolyn Ponte	131

The City Council does find that Chet Trutzel is the candidate for the office of Councilman, Ward 2, for a three-year term, who received the highest number of votes, and he shall hold office for a term of three (3) years or until his successor is duly elected or appointed and qualified according to law.

3. For the office of Councilman, Ward 3:

CANDIDATE	TOTAL VOTES RECEIVED
Lorrie Peek	299

The City Council does find that Lorrie Peek is the candidate for the office of Councilman, Ward 3, for a three-year term, who received the highest number of votes, and she shall hold office for a term of three (3) years or until her successor is duly elected or appointed and qualified according to law.

4. For the office of Councilman, Ward 4:

CANDIDATE	TOTAL VOTES RECEIVED
Tim Savage	227

The City Council does find that Tim Savage is the candidate for the office of Councilman, Ward 4, for a three-year term, who received the highest number of votes, and he shall hold office for a term of three (3) years or until his successor is duly elected or appointed and qualified according to law.

Section 2. SEVERANCE CLAUSE: The provisions of this ordinance are declared to be severable, and if any sentence, clause or phrase of this ordinance shall for any reason be held to be invalid or unconstitutional, such decisions shall not affect the validity of the remaining sections, sentences, clauses or phrases of this ordinance, but they shall remain in effect notwithstanding the invalidity of any part thereof.

Section 3. REPEAL OF CONFLICTING ORDINANCES: All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 4. EFFECTIVE DATE: This ordinance shall be in full force and effect from and after its passage and approval.

READ FOR THE FIRST TIME: April 12, 2016

READ FOR THE SECOND TIME AND PASSED: April 12, 2016

Mayor Jeff Davis

Approved this _____ day of _____, 2016.

Mayor Jeff Davis

ATTEST:

Patricia Ledford, City Clerk
City of Belton, Missouri

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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the 12th day of April, 2016, and thereafter adopted as Ordinance No. 2016-_____ of the City of Belton, Missouri, at a regular meeting of the City Council held on the _____ day of _____, 2016, after the second reading thereof by the following vote, to-wit:

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

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



Cass County Election Authority

102 East Wall • Harrisonville, Missouri 64701
816/380-8102 • Fax: 816/380-8101

MICHAEL VINCK

E-MAIL: Mikev@casscounty.com
816/380-8102



The following is an Official Certificate of Election Results of the Municipal Election held in Cass County, Missouri, on April 5, 2016.

We hereby certify that the:

BELTON WARD 1			
	Polling	Absentec	Total
Number of Precincts	2	1	3
Precincts Reporting	2	1	3
Total Votes	305	16	321
JEFF FLETCHER	294	15	309
Write-in Votes	11	1	12

BELTON WARD 2			
	Polling	Absentec	Total
Number of Precincts	2	1	3
Precincts Reporting	2	1	3
Total Votes	358	9	367
CHET TRUTZEL	232	2	234
CAROLYN PONTE	124	7	131
Write-in Votes	2	0	2

BELTON WARD 3			
	Polling	Absentee	Total
Number of Precincts	2	1	3
Precincts Reporting	2	1	3
Total Votes	284	22	306
LORRIE PEEK	277	22	299
Write-in Votes	7	0	7

BELTON WARD 4			
	Polling	Absentee	Total
Number of Precincts	2	1	3
Precincts Reporting	2	1	3
Total Votes	224	12	236
TIM SAVAGE	215	12	227
Write-in Votes	9	0	9



Cass County Election Authority

102 East Wall • Harrisonville, Missouri 64701
816/380-8102 • Fax: 816/380-8101

MICHAEL VINCK

E-MAIL: Mikev@casscounty.com
816/380-8102

BELTON QUESTION			
	Polling	Absentee	Total
Number of Precincts	8	1	9
Precincts Reporting	8	1	9
Total Votes	1325	64	1389
YES	1001	39	1040
NO	324	25	349

CERTIFICATE OF ELECTION RESULTS

I, Michael J. Vinck, County Clerk/Election Authority of Cass County, Missouri, do hereby certify that the foregoing is a full accurate return of all votes cast at the above named polling place for all CANDIDATES and FOR and AGAINST all propositions at said election as certified to me by the duly qualified and acting judges of said election.

Dated this 8th day of April 2016



Michael J. Vinck, Cass County Clerk / Election Authority

SECTION V
F

AN ORDINANCE DECLARING THE RESULTS OF THE SPECIAL MUNICIPAL ELECTION HELD IN THE CITY OF BELTON, MISSOURI, ON APRIL 5, 2016, AND CONTINUING TO APPLY AND COLLECT THE LOCAL SALES TAX ON THE TITLING OF MOTOR VEHICLES, TRAILERS, BOATS AND OUTBOARD MOTORS THAT ARE PURCHASED FROM A SOURCE OTHER THAN A LICENSED MISSOURI DEALER.

WHEREAS, the Belton City Clerk duly notified the Cass County Clerk of the approval of ordinance No. 2016-4164, calling the election and requesting all proper publications, notifications and administration for the April 5, 2016, election; and

WHEREAS, a special municipal election was held on Tuesday, April 5, 2016; and

WHEREAS, the County Clerk has certified the election results and those results are attached as **Exhibit B**.

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

Section 1. That it is hereby found and declared that the vote at the special municipal election held in the City of Belton, Missouri, on Tuesday, April 5, 2016, on the following question:

VEHICLE SALES TAX BALLOT LANGUAGE

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

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

resulted as follows:

<u>Yes</u>	<u>No</u>
1,040	349

Section 2. That it is hereby found and declared that on the vehicle sales tax ballot language more than a simple majority of the qualified voters of the City voting on the question at said election voted in favor of said question and it thereby passed.

Section 3. That attached hereto as **Exhibit A** is a full, true and correct copy of the ballot used at said election.

Section 4. That attached hereto as **Exhibit B** is a full, true and correct copy of the certification of votes cast at said election received from the County Clerk of Cass County, Missouri, that said certification of votes is the final and last certification of votes for said election, and that said certification of votes constitutes the official returns of the election pursuant to Section 115.507(2) of the Comprehensive Election Act, Revised Statutes of Missouri, as amended.

Section 5. That in accordance with Section 32.087, RSMo., the city clerk shall notify the Missouri Department of Revenue, of the adoption of an ordinance by the City Council of the City of Belton, Missouri, to continue applying and collecting its local sales tax on the titling of motor vehicles, trailers, boats, and outboard motors that are purchased from a source other than a licensed Missouri dealer. Such ordinance will be effective on April 12, 2016, subsequent to the approval by a majority of the qualified voters voting there on of the imposition of the vehicle sales tax.

Section 6. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 7. That this Ordinance shall be in full force and effect from and after its passage.

READ FOR THE FIRST TIME: April 12, 2016

READ FOR THE SECOND TIME AND PASSED: April 12, 2016

Mayor Jeff Davis

Approved this _____ day of _____, 2016.

Mayor Jeff Davis

ATTEST:

Patricia Ledford, City Clerk
City of Belton, Missouri

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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the 12th day of April, 2016, and thereafter adopted as Ordinance No. 2016-_____ of the City of Belton, Missouri, at a regular meeting of the City Council held on the _____ day of _____, 2016, after the second reading thereof by the following vote, to-wit:

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

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



NOTICE OF ELECTION

CITY OF BELTON, MISSOURI

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

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

APRIL 5, 2016

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

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

YES
NO

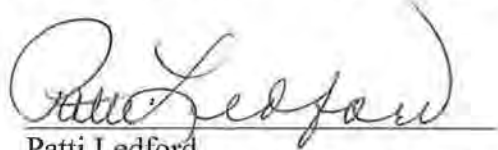
INSTRUCTIONS TO VOTERS: If you are in favor of the question, place an "X" in the box opposite "YES." If you are opposed to the question, place an "X" in the box opposite "NO."

Said election shall be held at the following polling places:

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

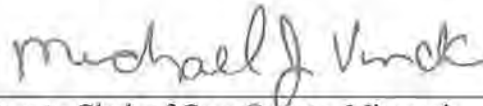
That said election shall be held between the hours of six o'clock a.m. and seven o'clock p.m. All persons who are legal voters and have registered before 5:00 P.M. on the fourth Wednesday before the election is to be held will be entitled to vote at said election on the 5th day of April 2016.

Given under my hand and the Seal of the City of Belton this 22nd day of January, 2016.

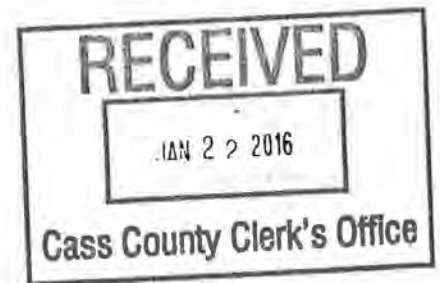


Patti Ledford
City Clerk of the City of Belton, Missouri

DATED: Jan 22, 2016.



County Clerk of Cass County, Missouri





Cass County Election Authority

102 East Wall • Harrisonville, Missouri 64701
816/380-8102 • Fax: 816/380-8101

MICHAEL VINCK

E-MAIL: Mikev@casscounty.com
816/380-8102



The following is an Official Certificate of Election Results of the Municipal Election held in Cass County, Missouri, on April 5, 2016.

We hereby certify that the:

BELTON WARD 1			
	Polling	Absentee	Total
Number of Precincts	2	1	3
Precincts Reporting	2	1	3
Total Votes	305	16	321
JEFF FLETCHER	294	15	309
Write-in Votes	11	1	12

BELTON WARD 2			
	Polling	Absentee	Total
Number of Precincts	2	1	3
Precincts Reporting	2	1	3
Total Votes	358	9	367
CHET TRUTZEL	232	2	234
CAROLYN PONTE	124	7	131
Write-in Votes	2	0	2

BELTON WARD 3			
	Polling	Absentee	Total
Number of Precincts	2	1	3
Precincts Reporting	2	1	3
Total Votes	284	22	306
LORRIE PEEK	277	22	299
Write-in Votes	7	0	7

BELTON WARD 4			
	Polling	Absentee	Total
Number of Precincts	2	1	3
Precincts Reporting	2	1	3
Total Votes	224	12	236
TIM SAVAGE	215	12	227
Write-in Votes	9	0	9



Cass County Election Authority

102 East Wall • Harrisonville, Missouri 64701
816/380-8102 • Fax: 816/380-8101

MICHAEL VINCK

E-MAIL: Mikev@casscounty.com
816/380-8102

BELTON QUESTION			
	Polling	Absentee	Total
Number of Precincts	8	1	9
Precincts Reporting	8	1	9
Total Votes	1325	64	1389
YES	1001	39	1040
NO	324	25	349

CERTIFICATE OF ELECTION RESULTS

I, Michael J. Vinck, County Clerk/Election Authority of Cass County, Missouri, do hereby certify that the foregoing is a full accurate return of all votes cast at the above named polling place for all CANDIDATES and FOR and AGAINST all propositions at said election as certified to me by the duly qualified and acting judges of said election.

Dated this 8th day of April 2016



Michael J. Vinck, Cass County Clerk / Election Authority

SECTION III
B



CITY OF BELTON
CITY COUNCIL INFORMATION FORM

AGENDA DATE: 4/12/2016
ASSIGNED STAFF: James R. Person, Chief of Police
DEPARTMENT: Police

Approvals

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

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

ISSUE/REQUEST: Approval for payment of annual subscription of Jail, Records Management and Dispatch Interface from Information Technologies, Inc., for FY17 in the amount of \$43,650.00 is hereby requested.

PROPOSED CITY COUNCIL MOTION: Approve

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

These funds were approved in the FY17 budget and needs the approval of the City Council.

IMPACT / ANALYSIS:

No monetary change to FY17 Budget.

FINANCIAL IMPACT

Contractor:	Information Technologies, Inc.
Amount of Request/Contract:	\$ 44,750.00
Amount Budgeted:	\$ Jail \$3,999.00 Police \$39,651.00
Funding Source:	010-3900-400-3015/010-3800-400-3015
Additional Funds	\$
Funding Source	
Encumbered:	\$-0-
Funds Remaining:	\$

TIMELINE	Start: 5/1/2016	
OTHER INFORMATION/UNIQUE CHARACTERISTICS:		
Jail \$ 3,999.00 PD Records \$39,651.00		

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

List of reference Documents Attached:

Invoice for Software Renewal

IT INFORMATION TECHNOLOGIES, INC.
 10430 Baur Blvd.
 St. Louis, MO 63132-1905
 Phone: (800) 814-4843
 Fax: (314) 997-5342

Public Safety Software

Renewal Invoice

Invoice Number: R2016-5540R
 Invoice Date: March 15, 2016

Page: 1 of 1

Invoice To:
BELTON POLICE DEPARTMENT
 7001 EAST 163RD ST
 BELTON, MO 64012-4614

Agency:
BELTON POLICE DEPARTMENT
 7001 EAST 163RD ST
 BELTON, MO 64012-4614

ATTN: CHIEF JAMES R PERSON

ATTN: CHIEF JAMES R PERSON

Payment Due Date:	Client ID	For more information, Contact:
April 20, 2016	440844	Drew Steward

Software Subscription Service

Qty	Description	Service Dates			Extension
		Start	End	Months	
1	Enterprise Framework	05/01/2016	04/30/2017	12	\$4,884.00
1	Regional Data Sharing	05/01/2016	04/30/2017	12	\$0.00
1	Asset / Fleet Management	05/01/2016	04/30/2017	12	\$1,182.00
1	License & Registrations	05/01/2016	04/30/2017	12	\$1,047.00
1	Law Enforcement Records Management	05/01/2016	04/30/2017	12	\$8,109.00
1	Interface, MO Accident (STARS 2012 - print submission)	05/01/2016	04/30/2017	12	\$960.00
1	Jail Management	05/01/2016	04/30/2017	12	\$3,999.00
1	Interface, Livescan - Saqem Morpho	05/01/2016	04/30/2017	12	\$828.00
6	Mobile License	05/01/2016	04/30/2017	12	\$6,516.00
13	Mobile License	05/01/2016	04/30/2017	12	\$14,118.00
1	Mobile License	05/01/2016	04/30/2017	12	\$1,086.00
Subtotal					\$42,729.00

Annual Software Support Renewal

Qty	Description	Service Dates			Extension
		Start	End	Months	
1	Interface, APS Summons Export	05/01/2016	04/30/2017	12	\$921.00
Subtotal					\$921.00
Grand Total					\$43,650.00

Subject to the terms and conditions located at <http://www.itusa.com/supportterms/>.
 By paying the amount shown, you agree to the terms and conditions stated therein.

PLEASE NOTE

Subscription and Hosted Services are Pre-Paid. If payment or other arrangements have not been made prior to the service start date(s) shown above, there will be an interruption in service. Please contact ITI in advance of the new service start date(s) if you have questions or issues.

Note: This invoice supersedes invoice #R2016-540, dated March 1, 2016.

The initial 12 months subscription service for the ImageTrend EMS/Fire interface was invoiced at time of delivery. A separate prorated renewal invoice will be sent 90 days from the expiration date of this module.

Thank you for your Business

SECTION III
C



CITY OF BELTON CITY COUNCIL INFORMATION FORM

DATE: April 12, 2016

DIVISION: Public Works/GIS

COUNCIL: Regular Meeting Work Session Special Session

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

ISSUE/RECOMMENDATION:

Staff is recommending the purchase of computers from Dell for \$8,664.98.

PROPOSED CITY COUNCIL MOTION:

Approve a Consent Agenda item by motion to purchase computers from Dell for \$8,664.98.

BACKGROUND:

Public Works and Community Devolvement proposed in the FY2017 budget to replace eight computers. All of the computers that are proposed to be replaced are five years old or older, are out of warranty, and need to be replaced to keep the technology up to date as well as to be able to meet the needs of the users. All of these purchases will allow for Public Works and Community Devolvement employees to be more efficient and better able to perform daily tasks.

IMPACT/ANALYSIS:

FINANCIAL IMPACT

Contractor:	Dell
Amount of Request/Contract:	\$ 8,664.98
Amount Budgeted:	\$ 10,000
Funding Source:	010-2000-400-4014; 225-0000-400-4014; 660-0000-400-4014; 662-0000-400-4014; 010-2100-400-4012
Additional Funds:	\$ N/A
Funding Source:	N/A
Encumbered:	\$ N/A
Funds Remaining:	\$ 1,335.02

STAFF RECOMMENDATION, ACTION, AND DATE:

Staff recommends approving a Consent Agenda Item by motion to purchase computers from Dell for \$8,664.98.

LIST OF REFERENCE DOCUMENTS ATTACHED:

- Computer Purchase Memo
- Computer Quotes
- Technology Plan



CITY OF BELTON – PUBLIC WORKS
MEMORANDUM

Date: April 5, 2016
To: Jeff Fisher
From: Ryan Vaughan, GIS/IT Specialist
Subject: Computer Purchase

The hardware and software in the Public Works Department require updates routinely so that work efficiency is maintained. It is important to purchase computers that increase productivity now and also last at least five years before needing to be replaced. Staff recommends the purchase of eight computers (7 for Public Works; 1 for Community Development) to replace those most needing replacement.

There is \$10,000 budgeted for this purpose, and each computer will be purchased with the specifications that meet each user's needs. Two of the eight computers are for the City Engineer and the Assistant City Engineer. These computers will need to be able to efficiently run engineering software, so a higher end processor and graphics card are needed. The other six computers for the Transportation Superintendent, Water Services Team Leader, Water Services Administrative Assistant, Water Services Staff, Garage Operations Staff, and City Hall Annex Front Desk will mainly be used for Microsoft Office applications and Internet use. The total cost of the eight computers staff proposes to purchase is \$8,664.98 from Dell. Similar computers from HP would cost \$10,900, and similar computers from CDW-G would cost \$8,799.86. All computers meet the recommended requirements of all software that they will need to run.



You have saved an eQuote 1019044057304

An eQuote is now saved in your Dell Online Store.
This will be held for 60 days and will expire on 05/30/2016

Your eQuote has been sent to:

Emailed to:
rvaughan@belton.org

To retrieve this eQuote

Login to [Premier](#)
Sign in to Missouri State Store NASPO ValuePoint / WN18AGW
Click on "Quotes" in the top menu bar and search for eQuote number 1019044057304

eQuote Name	Belton Computers
Saved By	rvaughan@belton.org
eQuote Description	
Authorized Buyer	
Notes/Comments	
Account Name	Missouri State Store NASPO ValuePoint / WN18AGW
Contract Code	WN18AGW
Sales Rep ID	

eQuote Summary

Description	Quantity	Unit Discounted Price	Subtotal Discounted Price
Precision Workstation T3620 Mini Tower	6	\$949.41	\$5,696.46
Precisions Workstations T5810	2	\$1,484.26	\$2,968.52

eQuote Subtotal	\$8,664.98
Shipping*	\$0.00
Shipping Discount*	\$0.00
Tax*	\$0.00

Environmental Disposal Fee* \$0.00

eQuote Total* \$8,664.98

*The eQuote total, including applicable taxes and additional fees, may be viewable online.

eQuote Details

Description	Quantity	Price
Precision Workstation T3620 Mini Tower	6	\$7,803.36
Premier Discount		-\$2,106.90
(Unit Price after discount: \$949.41 ea.)		\$5,696.46

Module	Description	Product Code	Skus	ID
Precision Workstation T3620 MT	Dell Precision Tower 3620 XCTO BASE	3620X	[210-AFLI]	1
Processor	Intel Core i3-6100 Processor (Dual Core, 3MB, 4T, 3.7GHz, 65W)	I36100	[338-BITB] [631-AARR]	146
Operating System	Windows 10 Pro 64bit English, French, Spanish	10P64M	[619-AHKN]	11
Microsoft Application Software	Microsoft Office Home and Business 2016	16HB	[634-BEZQ]	1002
Non-Microsoft Application Software	Windows 10	WIN10	[340-AJFC] [422-0008] [525-BBCL] [640-BBES] [640-BBLW] [658-BBMQ] [658-BBMR] [658-BBNH] [658-BCUV]	1003
Video Card	Integrated Graphics Included	INTG	[490-BBBS]	6

ENERGY STAR	No Energy Star	NOESTAR	[387-BBBE]	122
Chassis Options	Dell Precision Tower 3620 Up to 85% efficient 290W Chassis	290WBRZ	[321-BBVF]	116
Power Cords	US Power Cord	PCUS	[450-AAFS]	20
Memory	4GB (1x4GB) 2133MHz DDR4 Non-ECC	4G1DN	[370-ACIR]	3
HDD Controller	Integrated Intel SATA Controller	HDCTRL	[403-BBCE]	9
Internal Hard Drive Configuration	C1 SATA 3.5, 1 HD	MTC1	[449-BBJX]	276
Hard Drive RAID	No RAID	NORAID	[780-BBCJ]	1009
Boot Hard Drive	500GB 3.5inch Serial ATA (7,200 Rpm) Hard Drive	500723	[400-AAWR]	8
2nd Hard Drive	No Additional Hard Drive	NOHDD	[401-AADF]	637
3rd Hard Drive	No Additional Hard Drive	NOHDD	[401-AADF]	54
4th Hard Drive	No Additional Hard Drive	NOHDD	[401-AADF]	51
5th Hard Drive	No Additional Hard Drive	NOHDD	[401-AADF]	52
Storage Volume	No Raid Configuration over 2TB	NOGPT	[411-XXYD]	387
Optical Drive	No Optical drive	NOOPTI	[429-AAWJ]	16
Optical Software	PowerDVD Software not included	NOPDVD	[429-AABU]	597
Network Card	No Network Card (Integrated NIC Included)	NONIC	[555-BBJO]	13
Wireless	No Wireless	NOWIRE	[555-BBNG]	19
Thunderbolt Card	No Thunderbolt Add in Card	NOTHB	[817-BBBC]	666
Serial Port / PS2 Adapter	No Serial Port/PS2 Adapter	NOADPT	[492-BBFF]	698
IEEE 1394	No Firewire Card	NO1394	[817-BBBC]	1309
Systems Management	No Out-of-Band Systems Management	NOVPRO	[631-AATZ]	49
Dell Data Protection Endpoint Security Suite	No Dell Data Protection Endpoint Security Suite Software	NODDP	[634-BENZ]	593
Dell Data Protection Encryption Security SW	No DDPE Encryption Software	NODDPE	[954-3465]	156
Keyboard	Dell KB216 Wired Keyboard English Black	US216B	[580-ADJC]	4
Mouse	Dell MS116 Wired Mouse Black	MS116B	[275-BBBW]	12
Driver	No Wireless LAN Card	NOWIRE	[555-BBNI]	7

Stands and Mounts	No Stand	NOSTND	[575-BBCH]	558
Cables and Dongles	No Monitor Adapter	NOMADP	[817-BBBC]	592
Operating System Recovery Options	Windows 10 OS Recovery 64bit - DVD	M10PD6M	[620-AAYW]	200013
Resource DVD	Dell Precision T3620 Resource DVD	RDVD	[340-ASWP]	50
Placemat	Quick Reference Guide, Win 10	ENGGD10	[340-ASPH]	60
External Speakers	No External Speaker	NOEXSP	[313-2198]	200095
Canada Ship Options	Non-Canada orders only	USNONE	[332-1286]	111
Packaging	Dell Precision Packaging	SHPMTL	[340-AEYP] [340-AUOO]	465
Regulatory Label	Tower 3620 Regulatory Label DAO	REGLBL	[389-BHVY]	676
Support Tech Sheet and Powercord	No UPC Label	NOUPC	[389-BDCE]	292
Hard Drive Software	No Intel Technology enabled	NOIPF	[409-BBCF]	707
Processor Branding	LABEL,INTEL,CI3,6,SML	CI3SML	[389-BHGC]	749
KACE for Client	Kace K1000 Express	KCEEXP	[525-0057]	200254
Documentation / Disks	Safety/Environment and Regulatory Guide (English/French Multi-language)	EFDOC	[340-AGIK]	21
Hardware Support Services	3 Year Hardware Service with Onsite/In-Home Service After Remote Diagnosis	NBD3	[997-2808] [997-2811]	29

Precisions Workstations T5810 **2** **\$4,066.46**

Premier Discount **- \$1,097.94**

(Unit Price after discount: \$1,484.26 ea.)

\$2,968.52

Module	Description	Product Code	SKU	ID
Dell Precision Tower 5810	Dell Precision Tower 5810 XCTO Base	T5810C	[210-ACQM]	1
Processor	Intel® Xeon® Processor E5-1603 v3 (4C, 2.8GHz, 10M, 140W)	E51603	[338-BFJC] [412-AADM]	146
Operating System	Windows 10 Pro 64bit English, French, Spanish	10P64M	[619-AHKN]	11
Microsoft Application Software	Microsoft Office Home and Business 2016	16HB	[634-BEZQ]	1002
Non-Microsoft Application Software	Windows 10	WIN10	[340-AJFC] [422-0008] [525-BBCL] [640-BBES] [640-BBLW] [658-BBMQ] [658-BBMR] [658-BCUV]	1003
Video Card	NVIDIA® Quadro® NVS 310 512MB (2DP) (2DP-DVI adapter)	NVS310	[490-BBWW]	6
E-Star	No Energy Star	NOESTAR	[387-BBBE]	122
Chassis Options	Dell Precision Tower 5810 425W TPM Chassis	425W	[329-BCGL]	116
Memory	8GB (2x4GB) 2133MHz DDR4 RDIMM ECC	8G2R	[370-ABTJ]	3
HDD/Storage Controller	Integrated Intel AHCI chipset SATA controller (6 x 6.0Gb/s) - SW RAID 0/1/5/10	INTCTL	[403-BBGV]	9
Internal Hard Drive Configuration	C1 SATA 3.5 Inch, 1-2 Hard Drives	C1	[449-BBEF]	276
Raid configuration Connectivity	No RAID	NORAID	[780-BBCJ]	1009
Hard Drive	500GB 3.5" Serial-ATA (7,200 RPM) Hard Drive	500G73	[400-AAWR]	8
2nd Hard Drive	No Additional Hard Drive	NOHDDA	[401-AADF]	637
3rd Hard Drive	No Additional Hard Drive	NOHDDA	[401-AADF]	54
4th Hard Drive	No Additional Hard Drive	NOHDDA	[401-AADF]	51
Storage Volume	Boot drive or boot volume is less than 2TB	L2TB	[411-XXXY]	387
CD ROM/DVD ROM	8x Slimline DVD-ROM Drive	DVDSL	[429-AAPD]	16
Optical Software	PowerDVD Software not included	NOPDVD	[429-AABU]	597
sound	No Add-in Sound Card (Integrated Audio)	NOSND	[510-BBBW]	17
Speakers	Internal Speaker	INSPKR	[520-AADM]	18
Additional Storage Device	No Media Card Reader	NMCR	[385-BBBL]	10
Network Card	No Network Card (Integrated NIC only)	NONIC	[555-BBJO]	13
Thunderbolt Card	Not Selected in this Configuration	NOTHB	[817-BBBC]	666
Teradici Remote Workstation Access Host Card	No Dell Tera2 Remote Access host card for the Wyse P25 Zero Client	NOCARD	[386-BBBE]	959
Systems Management	No Out-of-Band Systems Management	NOVPRO	[631-AAID]	49

Dell Data Protection				
 Encryption Security SW	No DDPE Encryption Software	NODDPE	[954-3465]	156
protect your pc	No Security Software	NOSECSW	[650-AAAJ]	1014
Keyboard	US English (QWERTY) Dell KB212-B QuietKey USB Keyboard Black	USBEE	[580-AADG]	4
Mouse	Dell MS111 USB Optical Mouse	USBMSE	[570-AACW]	12
Adapters	No Accessories	NOACCES	[461-AABV]	592
External Speakers	No External Speaker	NOEXSP	[520-AABF]	200095
os recovery	OS-Windows Media Not Included	NOMEDIA	[620-AALW]	200013
Dell backup recovery	No DBAR	NODBAR	[637-AAAM]	200076
Resource DVD	Resource DVD not Included	NORDVD	[430-XXYU]	50
Placemat	Quick Reference Guide	PLMTW10	[340-AUKD]	60
Power Cords	US 125V Power Cord	USPWR	[470-AAKG]	20
Chassis intrusion switch	Chassis Intrusion Switch	MTISWT	[461-AAAB]	289
FGA Module	No FGA	NOFGA	[817-BBBB]	572
Packaging	Dell Precision Packaging	SHPMTL	[328-BBEO] [340-AEYP]	465
Regulatory Label	T5810 Regulatory Label (DAO)	REGLBL	[389-BFFO] [389-BFJR]	676
UPC Label	No UPC Label	NOUPC	[389-BDCE]	292
Processor Branding	Intel® Xeon® Label	IXEON	[389-BBRO]	749
TPM Security	TPM	TPM	[329-BBJL]	297
Canada Ship Options	Non-Canada orders only	USNONE	[332-1286]	111
Dell Data Protection Endpoint Security Suite				
	No Dell Data Protection Endpoint Security Suite Software	NODDP	[634-BENZ]	593
KACE for Client	Kace K1000 Express	KCEEXP	[525-0057]	200254
Documentation/Disks	Safety/Environment and Regulatory Guide (English/French Multi-language)	EFDOC	[340-AGIK]	21
Stands	No Stand	NOSTND	[575-BBCH]	558
Hardware Support Services	3 Years ProSupport with Next Business Day Onsite Service	PN3	[989-3449] [997-7163] [997-7188] [997-7208]	29

eQuote Subtotal \$8,664.98
Shipping* \$0.00

Shipping Discount*	\$0.00
Tax*	\$0.00
Environmental Disposal Fee*	\$0.00

eQuote Total* \$8,664.98

*The eQuote total, including applicable taxes and additional fees, may be viewable online.

Let's connect.



Legal Disclaimer: Please note that Dell cannot be responsible for pricing or other errors and reserves the right to cancel any orders arising from such errors. The amount of tax and shipping added to your order depends on where you have asked for the product to be shipped as well as on which products and/or services you've chosen to purchase. Your order is subject to Dell's Terms and Conditions of Sale which include a binding arbitration provision.

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From CDW.com, MS-Ga



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Item	Quantity	Availability	Unit Price	Item Total	
 <p>Lenovo ThinkStation P500 30A7 - Xeon E5-1607V3 3.1GHz - 4 GB - 500 GB MFG Part#: 30A7000MUS CDW Part#: 3531509 UNSPSC: 43211516 Pricing Option Applied: Advertised Price</p> <p>Show Inventory & ordered status for 30 items</p> <p>Show Accessories Show Workbooks Show Screens</p>	1	In Stock	\$1,443.97	\$2,886.74	Remove
 <p>Lenovo ThinkStation P300 Core i5 - 4GB 1TB HDD 8 GB RAM 0YD - 3Y BtoE MFG Part#: 30A6000MUS CDW Part#: 3408444 UNSPSC: 43211515 Pricing Option Applied: Advertised Price</p> <p>Orders placed today will ship within 11 days</p> <p>Show Accessories Show Workbooks Show Screens</p>	6	9-11 days	\$985.52	\$5,913.12	Remove

[Update All](#) [Remove All](#)

Subtotal: \$8,799.86

Your items

Product name	Estimated ship date	Qty.	Total
 HP Z230 Tower Workstation D1P34AV_1 Show customized options <small>HP.com will accept returns or exchanges for this product up to 30 days after delivery.</small>	Apr 11, 2016 Custom built for you	2	\$3,286. ⁰⁰ Remove
 HP Z440 Workstation F1M40U1#ABA <small>HP.com will accept returns or exchanges for this product up to 30 days after delivery.</small>	Mar 31, 2016 Build for You	6	\$2,794.⁰⁰ \$7,614. ⁰⁰ Remove

Shipping Method

- Standard 3-6 business days
Free
- Priority 2-4 business days
\$55.00

Total savings

\$180.⁰⁰ • Free Shipping

Sub-Total

\$10,900.⁰⁰

Coupons

None applied

[Add](#)

Shipping & Handling:

Free

Subtotal
before taxes and fees

\$10,900.⁰⁰

Executive Summary

NetStandard is contracted to provide management, support, monitoring, and maintenance for City of Belton. Included in that service is strategy and planning for future IT needs based on business requirements and growth projections. The following Roadmap details are provided using a combination of industry best practices, engineering experience, and cost/value analysis. This list contains both operational level items as well as strategic discussion points to consider and is intended to be used as a working document to help align IT with business goals.

There are a few pressing issues to consider beginning with the most important which is to remove any and all Windows XP computers from the network. Also an important item is to validate/verify whether or not all sites are connected to the same ISP via the existing fiber connection.

Overview

- Our Internet Service Provider (ISP) for City Hall/Annex is Time Warner Cable 10 x 10 Mbps Fiber service.
- The Internet Service Provider (ISP) for Water/Transportation is Time Warner Cable 35 x 5 Mbps Coax service.
- Our Internet Service Provider (ISP) for the Fire Department is Nuvox 35 x 5 Mbps Coax service.
- Our Internet Service Provider (ISP) for the Waste Water Department is CradlePoint 3G/4G wireless service.
- We use a WatchGuard Firebox X550e Firewall to provide firewall services to the City Hall network.
- We use a WatchGuard XTM25 Firewall to provide firewall services to the Water/Transportation network.
- We use a WatchGuard XTM515 Firewall to provide firewall services to the Fire Department network.
- Our email solution is for the City is an on premise Microsoft Exchange 2010 solution.
- The email solution is for the Fire Department is Hosted Microsoft Exchange solution through NetStandard.
- We use a Barracuda Anti-Spam solution hosted through NetStandard for Belton.org.
- We use a Hosted Barracuda Anti-Spam solution for BeltonFire.org through NetStandard.
- The accounting package in use is SunGard.
- The Anti-Virus solution is Trend Micro Antivirus Worry Free Business.
- Desktop patching occurs every night.
- Server patching occurs monthly on the 3rd Sunday between 8pm – 12am.
- The server backup solution for the City and Fire Department is a disk to disk system called DataSafe through NetStandard.

Support

The list below details status of current and open support issues with high priority:

None

Projects

The list below details and/or reflects status of specific project(s) ordered by Priority (Highest to Lowest):

Consolidate ISP's

Currently each department has a different Internet Service Provider which creates a situation where there are wasted resources. Additionally the City has previously invested in building Fiber between all the buildings so the most ideal situation would be to utilize this fiber investment to inter-connect all the buildings and route their internet traffic out a single ISP. This would result in lower monthly cost overall, more negotiating power, and better efficiency of network resources. Also this would give us flexibility in being able to quickly increase or decrease the bandwidth for future considerations.

- I have met w/Consolidated Communications (formerly SureWest) and they are investigating and should be presenting a bid.
- CCI has completed their quote for Data circuits and are finishing up a quote for Voice. Once they are finished then they will want to meet to review and discuss options and pricing.
- Grant Burch and Josh Johnson from NSI have made progress tracing the fiber connections between buildings but are not 100% complete. We hope to have this evaluation completed soon.
- Grant met w/Troy Shaw and went around the city to each hand hold and validated where each connection terminates. From this he can determine whether we have all the connections we need or if there are additional connections that have to be made to inter-connect each building.
- We have determined that some of the Fiber runs may not be connected. The next step is to get a cabler to test each run and validate which connects to which as the cabling is not labeled adequately to determine this simply by sight.
- I have contacted a couple cable companies and they referred me to LanTel who originally installed the fiber. I reached out to Scott Niemeyer with LanTel but have had trouble getting them to send me details of the original install.
- LanTel has sent over a proposal for doing the work. Next step is to sign the proposal and schedule the work.

Technology Roadmap

The list below details specific recommendations to consider. These are specific to certain aspects of the network and may provide improved performance, best practices, redundancy, or other various aspects of improvement to the environment. The list is ordered by Priority (Highest to Lowest).

Retire Office 2003

Microsoft support for Office 2003 ends on **January 14, 2014**. We should upgrade Office prior to this date. Current computers with this program are:

1. WS16
2. WS51
3. Water_Jayne

<https://support.microsoft.com/en-us/lifecycle/search?sort=PN&alpha=Microsoft%20Office%202003&Filter=FilterNO>

Retire Windows XP

Microsoft support for Windows XP Professional ended on **April 08, 2014**. We should upgrade, replace, or decommission any computers running that operating system (OS) prior to this date. There are currently 4 computers with this OS:

1. SCADA (City)
2. WS36 (City)
3. WS16 (GSmith)
4. WS51 (City)

If we assume an average cost of \$700/per workstation then these replacements would cost \$12,600 for hardware and additional cost to setup/configure/install the new workstations, estimated at \$6,000.

<http://support.microsoft.com/lifecycle/search/default.aspx?sort=PN&alpha=Windows+XP+Professional&Filter=FilterNO>

- The SCADA machine is slated to be retired as part of the current project to replace/upgrade that system.
- The other 3 machines are scheduled to be replaced in April.

Retire Windows Server 2008 R2

Microsoft support for Windows Server 2008 R2 ends on **January 14, 2020**. We should upgrade, replace, or decommission any servers running that operating system (OS) prior to this date. Current servers with this OS are:

1. CityEXCH01
2. Terminal

<http://support.microsoft.com/lifecycle/search/default.aspx?sort=PN&alpha=Windows+Server+2008+R2&Filter=FilterNO>

Retire Exchange Server 2010

Microsoft support for Exchange Server 2010 ends on **January 14, 2020**. We should upgrade the version of software prior to his date. Current server with this Exchange Version is:

1. CityEXCH01 (Exchange 2010)

<http://support2.microsoft.com/lifecycle/search/default.aspx?sort=PN&alpha=Microsoft+Exchange+Server+2010&Filter=FilterNO>

Retire Windows 7

Microsoft support for Windows 7 ends on **January 14, 2020**. We should upgrade, replace, or decommission any workstations running that operating system (OS) prior to this date. Current there are **45** workstations running that OS.

<http://support2.microsoft.com/lifecycle/search/default.aspx?sort=PN&alpha=Windows+7+Professional&Filter=FilterNO>

Upgrade to Windows 10

On July 29th, 2015, Microsoft made Windows 10 available as a free upgrade for compatible devices that are running genuine Windows 7 Service Pack 1 or Windows 8.1 Update. The free upgrade is a full version of Windows (not a

trial or introductory version) and is available until **July 29, 2016**. The free upgrade offer isn't available for devices running Windows XP, Windows Vista, or Enterprise editions of Windows. When you upgrade to Windows 10 for free, you'll stay on an edition of Windows that is similar to the one you're currently running. For example, if you're running Windows 7 Home Premium, you'll receive an upgrade to Windows 10 Home.

Eventually we will want to upgrade to Windows 10 but first we'll want to do testing with our applications, make sure it is stable and we'll want to have a good understanding of how to support it. We will evaluate Windows 10 and when appropriate we will upgrade the client computers in a managed and controlled fashion. Additionally, Windows 7 will be supported by Microsoft until the year 2020 and there are no additional features or functions in Windows 10 that would make it imperative to upgrade sooner rather than later.

<http://windows.microsoft.com/en-us/windows-10/upgrade-to-windows-10-faq>

- Currently no date has been set for this upgrade.
- Will re-evaluate Q1, 2016; and/or once a service pack has been released.
- The current plan is to buy 2 new workstations in April, 2016 to test and validate. If no issues arise then we will plan on buying Windows 10 for all new workstations moving forward.

Waste Water Workgroup

The Waste Water Treatment site is operating as a workgroup. An active directory domain would allow for better management and support of the environment and streamline collaboration and sharing of resources. It would also improve network security and accountability.

Fire Department Switch

The FD is maxed out on the number of available switch ports. The issue it creates is that some ports are not connected to the switches, particularly in the training room.

- Kevin Livingston and Chief Larkey want to revisit this item later in the year.

Phishing Attacks

I have seen a trend across all my customers, and really across all NSI customers for Phishing Attacks. Phishing is an attempt by someone to defraud an online account holder of financial information posing as a legitimate company. These attacks come in many forms but primarily arrive as an email message that is well crafted to look like legitimate business and conceal the fact that embedded web links point to the attacker's web servers and not the company the email was posing as. These attacks can also often times contain viruses and malware.

The only effective response to these attacks is to educate users on good email habits and practices but there are paid tools that can allow you to send your own phishing emails to users and track who clicks on the links and then use that data to focus your education efforts on specific users who tend to fall for these fake emails. The potential cost and exposure to online fraud and viruses/malware is such that it's something to consider.

Denial of Service (DoS) Attacks

Recently we have seen a marked increase in the number of network attacks such as Denial of Service (DoS), Dedicated Denial of Service (DDoS), and other forms of cyber-attacks. While the risk to Cinema Scene specifically is probably fairly low, we want to bring to your attention that there are solutions available to mitigate the attacks and in most cases prevent them. Because these solutions typically take a little bit of time to design and implement it is always better to consider them before they are absolutely needed rather than during an attack when the inability to

access remote resources across the internet has a large impact to the daily operations of the business and possibly even affects revenue generation.

DR/BCP

There are many aspects to consider when mitigating risk to the business in a disaster and formalizing a plan with process details to be used during those times. I recommend that we create a document to not only spell out what we will do when an unforeseen issue causes key systems to be unavailable but also as an exercise to identifying risks that we can then work to mitigate.

Operations

DataSafe Cost Increase

The cost per GB for DataSafe Backups is \$0.35 for the 1st year. In Year two the cost goes back to the normal \$0.50/GB. We should consider this when budgeting for this cost increase starting in **September 01, 2015**. As of October, 2014 we are backing up 998 GB of data so the additional \$.15/GB will be a net increase of \$149.70/mo.

Workstation Refresh Schedule

Using the attached workstation inventory document, the following machines are the oldest in the company or have hardware warranties that have expired and we should budget for and schedule replacement purchases in 2016:

- | | | |
|------------------|---------------------------------|-------------------|
| 1. WS51 | 8. JANA (JSudheimer) | 14. WS25 (Rhonda) |
| 2. EDS | 9. MAYOR | 15. WS111 |
| 3. WS16 (GSmith) | 10. SBRAUN (Susan) | 16. ANNKEETON |
| 4. WS36 | 11. SHEILA_ERNZEN
(JDutcher) | |
| 5. WS81 | 12. CINDY-LOCKHART
(Cindy) | |
| 6. SCADA | 13. Vostro-PC | |
| 7. BELTDMS | | |

For budgeting purposes, on average workstation replacements cost approximately \$700/per.

Support/Maintenance for Firewall

The WatchGuard maintenance and support agreement for the WatchGuard XTM515 Firewall at the Fire Department Headquarters expires on **March 11, 2016**. This includes: Hardware, Firmware & General Updates, Enhanced Support 24x7, and Telephone Support 24x7. The approximate and estimated annual cost for this renewal is unknown at this time.

Hardware warranty for BeltonESX01

The server that hosts five virtual servers for the City is a Dell Power Edge T620 (5BWFX1) and the hardware warranty expires on **June 1, 2016**; Silver Premium Support & Next Business Day Service Warranty. The hardware warranty provides insurance in case a hardware component was to fail and allows for repair or replacement services through the manufacturer.

The BeltonESX01 server hosts the following virtual servers:

- | | |
|---------------|-------------|
| 1. Cartegraph | 3. Terminal |
| 2. CityEXCH01 | |

Renew Domain

The *beltonfire.org* Domain expires on **June 30, 2016**. We should renew the domain before it expires.
<http://www.networksolutions.com/whois/results.jsp?domain=beltonfire.org>

Renew Anti-Virus Software

The support/license agreement for Trend Worry Free Business Software expires on **July 27th, 2016**. The approximate and estimated annual cost for 85 licenses is \$1,000.

Support/Maintenance for Firewall

The FortiCare maintenance and support agreement for the Fortinet FortiGate 60D Firewall at the City Hall office expires on **October 16th, 2016**. This includes: Hardware, Firmware & General Updates, Enhanced Support 24x7, Telephone Support 24x7, Antivirus, and UTM Suite. The approximate and estimated annual cost for this renewal is \$500.

Support/Maintenance for Firewall

The WatchGuard maintenance and support agreement for the WatchGuard XTM25 Firewall at the Transportation Department expires on **January 30, 2017**. This includes: Hardware, Firmware & General Updates, Enhanced Support 24x7, and Telephone Support 24x7. The approximate and estimated annual cost for this renewal is unknown at this time.

Renew Domain

The *belton.org* Domain expires on **March 02, 2017**. We should renew the domain before it expires. The approximate cost to renew the domain for 2 years is \$80.

<http://www.networksolutions.com/whois/results.jsp?domain=belton.org>

UC Certificate Expires

The Unified Communications Certificate (UCC) that allows for secure access to the Email Mail server expires on **July 30, 2017**. The approximate and estimated cost for a 3 year renewal is \$1,000. The UCC accounts for the five host names listed below:

1. Mail.belton.org
2. Autodiscover.belton.local
3. Autodiscover.belton.org
4. Cityexch01.belton.org
5. Cityexch01.belton.local

Reference

The chart below lists the key infrastructure devices in use today:

Server	Type	Host	CPU	RAM	Disk	OS
CityExch01	Virtual	ESX01	1 vCPU	8 GB	340 GB	Microsoft® Windows Server® 2008 Standard x64
Terminal	Virtual	ESX01	4 vCPU	7 GB	500 GB	Microsoft Windows Server 2008 R2 Standard x64
BeltonESX01	Physical	-	Dual 2.3 GHz	64 GB	5 TB	VMware ESX 5.1.0

BeltonESX02	Physical	-	Dual 2.83 GHz	24 GB		VMware ESX 5.5.0
BeltonESX03	Physical	-	2.66 GHz	8 GB		VMware ESX 4.1.0
BFD-DC01	Virtual				80 GB	Microsoft Windows Server 2012 R2 Standard x64
BFD-FILE01	Virtual				385 GB	Microsoft Windows Server 2012 R2 Standard x64
BLT-DC01	Virtual				1.1 TB	Microsoft Windows Server 2012 R2 Standard x64
BLT0BKUP	Virtual				60 GB	Microsoft Windows Server 2012 R2 Standard x64
WS12	Physical	-				VMware ESX 4.1.0

Public Works CERP

Name	Year Purchased	Acquired From	Acquired Year	Year to Be Replaced	Replaced By
PW Staff - End Cubicle	2011	Ryan Vaughan	2014	2016	Zach Matteo
PW Staff - Middle Cubicle	2011	New		2016	Kate Glowacki
David Frazier	2011	New		2016	New
Kate Glowacki	2011	New		2016	New
Shane Smith	2011	New		2016	New
Water Services Staff	2011	Don Tyler	2014	2016	New
Linda Beard	2011	New		2016	New
Gary Smith	2009	New		2016	New
Zach Matteo	2012	New		2016	New
Rex Olinger	2012	New		2017	New
Public Works Laptop	2012	New		2017	New
Joe Don Harrell	2012	New		2017	New
Charlotte Berry	2013	New		2018	New
Ronnie Raines	2013	New		2018	New
Garage Operations	2013	New		2018	New
Jaime Crow	2013	New		2018	New
Jeff Fisher - Laptop	2014	New		2019	New
Don Tyler - Laptop	2014	New		2019	New
Donald Bays - Laptop	2014	New		2019	New
Ryan Vaughan	2014	New		2019	New
Chad Elliott	2015	New		2020	New
Waste Water Staff	2015	New		2020	New

Community Development CERP

Name	Year Purchased	Acquired From	Acquired Year	Year to Be Replaced	Replaced By
Ann Keeton	2011	New		2016	New
Front Desk	2009	Jay Leipzig	2014	2016	New
Intern	2009	Rob Cooper	2014	2016	Ann Keeton
Carolyn Yatsook	2013	New		2018	New
Rob Cooper	2014	New		2019	New
Jay Leipzig	2014	New		2019	New
Don Johnson	2014	New		2019	New
Economic Development Laptop	2014	New		2019	New
Greg Clayton	2014	New		2019	New

Public Works and Community Development Printers

Name	Year Purchased	Acquired From	Year to Replace
Konica Minolta C360	2011	New	2017
HP T2500	2014	New	2019
Ricoh 5054	2015	New	2021

SECTION III
D



CITY OF BELTON

506 Main Street
P.O. Box 230
Belton, MO 64012
(816) 331-4331
Fax (816) 322-4620

April 7, 2016

Via Facsimile 1-801-620-5670

Department of the Treasury
Internal Revenue Service
Ogden, UT 84201-0038

Re: Request for Reason of Late Filing

Date of Notice: February 8, 2016
Notice Number: CP142
Taxpayer Identification Number: 44-0000137
Tax Form: Form 8038-GC
Tax Period: September 30, 2015
Report Number: 534
CUSIP #: N/A
Issue Price: \$33,504.00

Ladies and Gentlemen:

We are writing in response to the above-referenced notice received by the City of Belton, Missouri (the "Issuer") regarding the late filing of its Form 8038-GC.

The Parks and Recreation Department of the City of Belton, Missouri (the "Parks Department") entered into a tax-exempt lease dated as of September 15, 2015 with a vendor pertaining to the acquisition of needed equipment. The Parks Department did not notify the Issuer's Finance Department of the acquisition and, as such, the Issuer was not aware of the need to file the relevant Form 8038-GC. The Parks Department worked with the vendor finance company and filed the Form 8038-GC. However, the IRS did not receive the Form 8038-GC until December 10, 2015, which was after the applicable deadline of November 15, 2015. The Issuer's Finance Department was not aware of the lease transaction until receipt of the Notice from the IRS.

In addition, the name and address of the Issuer was completed incorrectly. The name and address shown on the Form 8038-GC was the name and address of the Parks Department, instead of the name and address of the Issuer. An amended Form 8038-GC is attached to this letter. This issue is not currently under examination by the IRS.

Very truly yours,



Department of Treasury
Internal Revenue Service
Ogden UT 84201-0038

243004.478846.272004.22091 1 SP 0.500 373



BELTON PARKS AND REC
16400 N MULLEN RD
BELTON MO 64012



243004

Notice	CP142
Notice date	February 8, 2016
Employer ID number	44-0000137
Tax period	September 30, 2015
Form	8038-GC
Report number	534
CUSIP number	
Issue price	\$33,504.00
To contact us	Phone 1-877-829-5500 FAX 801-620-5670

Page 1 of 2

We received your Form 8038-GC late

You need to request an extension of time to file before we can process your form

We received your form on December 10, 2015, after the filing deadline. The tax law requires that a bond issuer file certain informational returns (Forms 8038, 8038-B, 8038-G, and 8038-TC) by the 15th day of the 2nd calendar month after the end of the quarter in which the bond was issued. For Form 8038-GC, the filing due date is February 15 of the calendar year following the year in which the bond was issued.

What you must do immediately

To request an extension, you must explain why you filed late. To do so, send us a letter with the following information:

- Date the form was due
- Description of events that caused you to file the return late
- Description of what you did after you discovered that you missed the filing deadline
- Statement that says whether or not the IRS is examining the bond issue in question
- Copy of the late return
- Copy of this notice

You must send us this information within 30 days from the date of this notice. You can mail your response to the address shown above or fax it to 801-620-5555.

If you fax the information, address your cover sheet to Attention: EO Accounts, mail stop 6710, and include the following information:

- Your name
- Your taxpayer identification number
- Number of pages faxed
- Date

Due to the high volume of faxes we receive, we can't acknowledge receipt of your fax. Please don't send a fax and mail a copy of this information. Doing so may delay resolving your account.

If we don't hear from you

If you don't send us this information, we may assess a failure to file penalty.

Continued on back...

Notice	CP142
Tax period	September 30, 2015
Notice date	February 8, 2016
Employer ID number	44-0000137
Page 2 of 2	

Additional information

- Visit www.irs.gov/cp142.
- For tax forms, instructions, and publications, visit www.irs.gov or call 1-800-TAX-FORM (1-800-829-3676).
- Keep this notice for your records.

If you need assistance, please don't hesitate to contact us.

**Information Return for Small Tax-Exempt
 Governmental Bond Issues, Leases, and Installment Sales**

OMB No. 1545-0720

▶ Under Internal Revenue Code section 149(e)

Caution: If the issue price of the issue is \$100,000 or more, use Form 8038-G.

Part I Reporting Authority		Check box if Amended Return <input checked="" type="checkbox"/>	
1 Issuer's name City of Belton, Missouri		2 Issuer's employer identification number (EIN) 4 4 6 0 0 0 1 3 7	
3 Number and street (or P.O. box if mail is not delivered to street address) 506 Main		Room/suite	
4 City, town, or post office, state, and ZIP code Belton, MO 64012		5 Report number (For IRS Use Only)	
6 Name and title of officer or other employee of issuer or designated contact person whom the IRS may call for more information Ronald Trivitt, City Manager		7 Telephone number of officer or legal representative 816-331-4331	

Part II Description of Obligations Check one: a single issue <input checked="" type="checkbox"/> or a consolidated return <input type="checkbox"/>	
8a Issue price of obligation(s) (see instructions)	8a 33,504 00
b Issue date (single issue) or calendar date (consolidated). Enter date in mmm/dd/yyyy format (for example, 01/01/2009) (see instructions) ▶ 09/15/2015	
9 Amount of the reported obligation(s) on line 8a that is:	
a For leases for vehicles	9a
b For leases for office equipment	9b
c For leases for real property	9c
d For leases for other (see instructions)	9d 33,504 00
e For bank loans for vehicles	9e
f For bank loans for office equipment	9f
g For bank loans for real property	9g
h For bank loans for other (see instructions)	9h
i Used to refund prior issue(s)	9i
j Representing a loan from the proceeds of another tax-exempt obligation (for example, bond bank)	9j
k Other	9k
10 If the issuer has designated any issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check this box ▶ <input checked="" type="checkbox"/>	
11 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check this box (see instructions) ▶ <input type="checkbox"/>	
12 Vendor's or bank's name: KS State Bank	
13 Vendor's or bank's employer identification number: 4 8 0 7 6 0 3 8 0	

Signature and Consent	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person(s) that I have authorized above.		
	Signature of issuer's authorized representative Jeff Davis, Mayor		Date
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date
	Firm's name ▶	Check <input type="checkbox"/> if self-employed PTIN	
	Firm's address ▶	Firm's EIN ▶ Phone no.	

General Instructions

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

What's New

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

Purpose of Form

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

Who Must File

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

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

Filing a separate return for a single issue.

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

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

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

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

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

Amended Return Explanation

\$33,504

**CITY OF BELTON, MISSOURI
(the "Issuer")**

GOVERNMENT OBLIGATION CONTRACT

Relating to Part I, the Issuer's Name, EIN, address and contact person was completed incorrectly. The Parks and Recreation Department of the City of Belton, Missouri (the "Parks Department") entered into a tax-exempt lease dated as of September 15, 2015 with a vendor pertaining to the acquisition of needed equipment. The Parks Department did not notify the Issuer's Finance Department of the acquisition and the name and address of the Issuer ended up being completed incorrectly. The name and address shown on the Form 8038-GC was the name and address of the Parks Department, instead of the name and address of the Issuer.

In addition, for Part II, Line 9d, a description of the property financed was supposed to be provided. The property financed was a 2014 Bobcat Skid-Steer Loader.

SECTION III
E

R2016-16

A RESOLUTION APPOINTING DIRECTORS TO THE BOARD OF DIRECTORS OF THE Y HIGHWAY MARKET PLACE COMMUNITY IMPROVEMENT DISTRICT.

WHEREAS, the Community Improvement District Act ("Act"), Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, provides for the Chief elected officer of a municipality ("Mayor") to appoint Successor Directors of a Community Improvement District with the consent of the governing body of the municipality ("City Council"); and

WHEREAS, the Y Highway Market Place Community Improvement District ("District"), formed December 14, 2010 by Ordinance No. 2010-3673, is a public body created under the authority of the Act and is transacting business and exercising the powers granted by the Act; and

WHEREAS, as a result of the expiration of David Cosentino, Denise Armentrout, and Robert Vigliaturo's terms as Members of the CID's Board of Directors, (the "Board"), the Board, in accordance with the Petition, hereby submits to the Mayor nominations for Successor Directors, in accordance with the qualifications set forth in the Petition; and

WHEREAS, their reappointment to the Y Highway Marketplace CID has been recommended by the Board of Directors of the Y Highway Marketplace CID and David Cosentino, Denise Armentrout, and Robert Vigliaturo have all indicated an interest to continue to serve on the Board.

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

SECTION 1. That the appointment of David Cosentino, Denise Armentrout, and Robert Vigliaturo, as members of the District's Board of Directors is approved, each to serve a four-year term.

SECTION 2. This Resolution shall be in full force and effect from and after the date of its passage and approval.

Duly read and approved this 12th day of April, 2016.

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 12th day of April, 2016, and adopted at a regular meeting of the City Council held the 12th day of April, 2016 by the following vote, to wit:

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

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

SECTION V
A

AN ORDINANCE APPROVING A CONSULTANT SERVICES AGREEMENT WITH SHOCKEY CONSULTING, INC. FOR PREPARATION AND DISTRIBUTION OF EDUCATIONAL MATERIALS REGARDING THE CONTINUATION OF THE LOCAL VEHICLE SALES TAX ON THE BALLOT FOR THE APRIL 5, 2016 ELECTION .

WHEREAS, Shockey Consulting, Inc. has provided excellent education services for the City of Belton in several past elections; and

WHEREAS, the Council approved the scope of services and fee at the ____ City Council meeting; and

WHEREAS, the City has determined that it is in the best interest of the City to approve a formal consultant services agreement and utilize their services to educate the community as to the local vehicles sales tax issues on the ballot for the April 5, 2016 election.

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

Section 1. That the Consultant Services Agreement with Shockey Consulting, Inc. is hereby approved and the Mayor is authorized and directed to execute the agreement on behalf of the City.

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

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

READ FOR THE FIRST TIME: April 12, 2016

READ FOR THE SECOND TIME AND PASSED:

Mayor Jeff Davis

Approved this ____ day of _____, 2016.

Mayor Jeff Davis

ATTEST:

Patricia Ledford, City Clerk
City of Belton, Missouri

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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the ____ day of _____, 2016, and thereafter adopted as Ordinance No. 2016-____ of the City of Belton, Missouri, at a regular meeting of the City Council held on the ____ day of _____, 2016, after the second reading thereof by the following vote, to-wit:

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

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



CITY OF BELTON
CITY COUNCIL INFORMATION FORM

Agenda Date April 12, 2016

Division/Department Administration

Council [X] Regular Meeting [] Work Session [] Special Session

Approvals

[X] City Manager [] Department Director [] Attorney [] Finance Director [] Engineer

Table with 5 columns: Ordinance, Resolution, Consent Item, Change Order, Motion, Agreement, Discussion, FYI/Update, Presentation, Both Readings.

Issue/Recommendation

The City of Belton engaged Sheila Shockey of Shockey Consulting, Inc. to prepare and distribute educational materials, including a PowerPoint, presentations, FAQs, foam boards, and social media alerts for educating the community on the local vehicle sales tax renewal.

Proposed City Council Motion

Approve formal consultant agreement.

Background

Educational campaign was conducted between February and April 2016.

Impact/Analysis

FINANCIAL IMPACT

Table with 2 columns: Item, Amount. Rows include Contractor, Amount of Request/Contract, Amount Budgeted, Funding Source, Additional Funds, Encumbered, Funds Remaining.

Staff Recommendation, Action, and Date

Approve agreement

List of reference documents attached

Consulting services agreement

CITY OF BELTON, MISSOURI
CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT is made in Cass County, Missouri, by and between the City of Belton, Missouri, [hereinafter "City"], and Shockey Consulting Services, LLC, [hereinafter "Consultant"]. City intends to contract with consultant to prepare educational campaign materials and assist with Out-of-State Motor Vehicle Sales Tax Renewal [hereinafter "Project"] in Belton, Missouri.

City hereby contracts with Consultant for the furnishing of professional services in connection with said Project, for the furnishing of such consulting services more particularly described herein in consideration of these premises and of the mutual covenants herein set forth. By executing this Agreement, Consultant represents to City that Consultant is professionally qualified to do this Project and if required, is licensed to practice the services being offered by all public entities having jurisdiction over Consultant and the Project.

SECTION I - DEFINITIONS

As used in this Agreement, the following terms shall have the meanings ascribed herein unless otherwise stated or reasonably required by this Agreement, and other forms of any defined words shall have a meaning parallel thereto.

"City" means City of Belton, Missouri.

"Consultant" means the company or individual identified on pg. 1.

"Consulting Documents" means all documents required or reasonably implied by the nature of the Project, including, but not limited to, plans, presentation materials, written materials.

"Consulting Services" means the professional services, labor, materials, supplies, and other acts or duties required of Consultant under this Agreement

together with such other services as City may require pursuant to the terms of this Agreement.

"Project" is as above described.

"Project Representative" means the person designated to represent City in coordinating this Project with Consultant with authority to transmit instructions and define policies and decisions of City.

SECTION II - PAYMENT

A. COMPENSATION.

1. Maximum Total Fee and Expense: City agrees to pay Consultant a fee based on the actual hours expended on the project at the rates indicated in the attached Fee Schedule, Exhibit "A", and the actual reimbursable expenses permitted under this contract and incurred on this Project, but not to exceed a maximum fee of \$10,630.00

This fee is based on the scope of services outlined in this Agreement and is projected to be completed on or before April 5, 2016.

2. Hourly Fee: Any additional services which are not set forth in this Agreement will be charged on the basis of the hourly rate schedule attached hereto as Exhibit "A" and reimbursable expenses not contemplated in this Agreement will be charged on actual cost. No additional services or costs shall be incurred without prior written consent of City.
3. Reimbursable Expenses: **Reimbursable expenses shall be considered as included in the total maximum fee.** Reimbursable expenses include expense of transportation in connection with the Project; expenses in connection with authorized travel; long-distance communications; expenses of printing and reproductions, postage and facsimile transmissions; expenses of maps, renderings and models requested by

City and other costs as authorized by City. Reimbursable expenses do not include overhead costs or additional insurance premiums.

4. Billing: Consultant shall bill City monthly for all services and reimbursable expenses. The bill submitted by Consultant shall itemize the services and reimbursable expenses for which payment is requested. City agrees to pay Consultant within thirty (30) days of approval. Consultant agrees to submit herewith such financial information as shall be required by City to enable the use of the aforementioned payment methods and to enable the City to properly report such payments as required by federal law.
5. City's Right to Withhold Payment: In the event City becomes credibly informed that any representations of Consultant provided in its monthly billing, are wholly or partially inaccurate, City may withhold payment of sums then or in the future otherwise due to Consultant until the inaccuracy and the cause thereof, is corrected to City's reasonable satisfaction. In the event City questions some element of an invoice, that fact shall be made known to Consultant immediately. Consultant will help effect resolution and transmit a revised invoice if necessary. Amounts not questioned by City shall be paid to Consultant in accordance with the contract payment procedures. Failure of City to make non-disputed payments to Consultant in accordance with this Agreement shall be considered substantial nonperformance and cause for termination.
6. Time is of the Essence: Consultant will perform the services in a timely manner; however, if during their performance, for reasons beyond the control of Consultant, protracted delays occur, the parties agree that they will renegotiate the schedule.
7. Change in Scope: For substantial modifications in authorized project scope, and/or substantial modifications of drawings and/or specifications

previously accepted by City, when requested by City and through no fault of Consultant, Consultant shall be compensated for time and expense required to incorporate such modifications at Consultant's standard hourly rates per Exhibit "A". Provided, however, that any increase in Contract Price or Contract Time must be approved through a written Change Order. Consultant shall correct or revise any errors or deficiencies in the Project without additional compensation when due to Consultant's negligence.

8. Additional Services: Consultant shall provide with City's concurrence services in addition to those listed in Section III when such services are requested or authorized in writing by City. Prior to entering into any additional services, Consultant must submit a proposal outlining the additional services to be provided, estimation of total hours and a maximum fee based upon the hourly fee schedule attached hereto as Exhibit "A". Such services may include, but are not limited to, additional appearances before public bodies other than those required by Section III; making special trips requested by City other than those required by Section III; preparing changes in project scope, drawings or reports ordered by City or made necessary by causes beyond the control of Consultant; providing services necessitated in the event the work shall be suspended or abandoned; and providing any other special services not otherwise covered by this Agreement which may be requested by City. Payment to Consultant, as compensation for these services, shall be in accordance with the attached hourly rate schedule attached as Exhibit "A". Reimbursable expenses incurred in conjunction with additional services shall be paid separately and those reimbursable expenses shall be paid at actual cost. Records of reimbursable expenses and expenses pertaining to additional services and services performed on an hourly basis shall be

made available to City if so requested in writing. Production of these records shall be made at Consultant's office during normal business hours within a reasonable time at a date and time mutually convenient to both parties.

9. Change Orders: This Agreement may be amended to provide for additions, deletions and revisions in the work or to modify the terms and conditions thereof by either written amendment or by change order. The Contract Price and Contract Time may only be changed by a written change order approved by City, unless it is the result of an emergency situation in which case the Project Representative may give written approval to be followed by a written and approved change order. If notice of any change affecting the general scope of the work or provisions of this Agreement, including but not limited to, Contract Price or Contract Time, is a requirement of any insurance policy held by Consultant as a requirement of this Agreement, the giving of such notice shall be Consultant's responsibility.

SECTION III - RESPONSIBILITIES OF CONSULTANT

Consultant shall furnish and perform the various professional duties and services in all phases of the Project to which this Agreement applies as herein provided and which are required for the completion of the Project which services shall include:

A. SERVICES

The services to be provided during this phase are set out in Exhibit "B" attached hereto and incorporated by reference.

B. GENERAL DUTIES AND RESPONSIBILITIES.

1. Personnel: Consultant shall assign only qualified personnel to perform any service concerning the Project. At the time of execution of the

Agreement, the parties anticipate that the following individual will perform as the principal(s) on this project: Sheila Shockey. As principal on this project, this person shall be the primary contact with the Project Representative and shall have authority to bind Consultant. So long as the individual named above remains actively employed or retained by Consultant, he/she shall perform the function of principal on this project.

2. Independent Contractor: Consultant is an independent contractor and as such is not an agent or employee of City.
3. Special Services: Consultant may be called on to serve as a consultant or witness in any litigation, arbitration, legal or administrative proceeding arising out of this Project. Consultant shall not be paid extra by City if its appearance is to defend its professional services. If Consultant is requested in writing by City to appear as a general witness, it will be paid its hourly fee as reflected on the hourly rate schedule attached hereto as Exhibit "A".
4. Subcontracting of Service: Consultant shall not subcontract or assign any of the consulting services to be performed under this Agreement without first obtaining the written approval of City regarding the work to be subcontracted or assigned and the consulting firm or person proposed to accomplish the subcontracted/assigned portion of the project. Such approval shall not unreasonably be withheld by City. Neither City nor Consultant shall assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.
5. Endorsement: Consultant warrants that its performance will be done in a workmanlike manner. Any review or approval by City of any documents

prepared by Consultant shall be solely for the purpose of determining whether such documents are consistent with City's program and intent. No review of such documents shall relieve Consultant of its responsibility for the accuracy, adequacy, fitness, suitability and coordination of its work product.

6. Professional Responsibility: Consultant will exercise reasonable skill, care and diligence in the performance of its services as is ordinarily possessed and exercised by a professional consultant in the same community under similar circumstances. If Consultant fails to meet the foregoing standard, Consultant will perform at its own cost, and without reimbursement from City the professional services necessary to correct errors and omissions which are caused by Consultant's failure to comply with the above standard.
7. Inspection of Documents: Consultant shall maintain all project records for inspection by City during the contract period and for five (5) years from the date of final payment.

SECTION IV. - CITY OF BELTON'S RESPONSIBILITIES

A. GENERAL DUTIES AND RESPONSIBILITIES

1. Communication: City shall provide to Consultant information and criteria regarding City's requirements for the project; examine and timely respond to questions and submissions; and give written notice to Consultant, who shall respond promptly, whenever City observes or otherwise becomes aware of any defect in the work.
2. Program and Budget: City shall provide full information, including a program which shall set forth City's objectives, schedule, constraints, budget with reasonable contingencies, and other necessary information.
3. Access: If necessary, City will provide access for Consultant to enter

public and private property provided adequate notice of such need is provided to City.

4. Duties: City shall furnish and perform the various duties and services in all phases of the Project which are outlined and designated in Exhibit "B" as City's responsibility.
5. Project Representative: City shall designate Ron Trivitt as the project representative to represent City in coordinating this project with Consultant, with authority to transmit instructions and define policies and decisions of City. The written consent of the Department Head, and if applicable, City Administrator and/or Governing Body, shall be required to approve any increase in Project cost.

SECTION V - GENERAL PROVISIONS

A. TERMINATION

1. Notice: City reserves the right to terminate this Agreement for either cause or for its convenience and without cause or default on the part of Consultant, by providing ten (10) days written notice of such termination to Consultant. Upon receipt of such notice from City, Consultant shall, at City's option as contained in the notice: (1) immediately cease all work; or (2) meet with City and, subject to City's approval, determine what work shall be required of Consultant in order to bring the Project to a reasonable termination in accordance with the request of City. Consultant shall also provide to City copies of all drawings and documents completed or partially completed at the date of termination.

If City defaults on its obligation under this Agreement, Consultant is entitled to terminate this contract by providing ten (10) days written notice.

2. Compensation for Convenience Termination: If City shall terminate for its convenience as herein provided, City shall compensate Consultant for all

work completed to date of its receipt of the termination notice. Compensation shall not include anticipatory profit or consequential damages, neither of which will be allowed.

3. Compensation for Default Termination: If City shall terminate for cause or default on the part of Consultant, City shall compensate Consultant for the reasonable cost of work completed to date of its receipt of the termination notice. Compensation shall not include anticipatory profit or consequential damages, neither of which will be allowed. City also retains all its rights and remedies against Consultant including but not limited to its rights to sue for damages, interest and attorney fees.
4. Incomplete Documents: Neither the Consultant nor its subcontractors shall be responsible for errors or omissions in documents which are incomplete as a result of an early termination under this Section, Consultant having been deprived of the opportunity to complete such documents and certify them.

B. DISPUTE RESOLUTION

City and Consultant agree that disputes relative to the project should first be addressed by negotiations between the parties. If direct negotiations fail to resolve the dispute, the party initiating the claim that is the basis for the dispute shall be free to take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute Consultant shall proceed with the work as per this Agreement as if no dispute existed; and provided further that no dispute will be submitted to arbitration without both parties' express written consent.

C. OWNERSHIP OF DOCUMENTS

All documents prepared in connection with this Project shall be the property of Consultant, whether the project for which they are made is executed

or not, however, Consultant will provide City a copy of all final documents, including but not limited to prints and reproductions. Reports, plans, written materials and related documents are Consultant's instruments. Provided that Consultant is paid in full for its services, then City may subsequently reuse these final documents without any additional compensation or agreement of Consultant. The consultant may use the materials delivered for the purposes of marketing their services to other clients.

D. INSURANCE

The following requirements shall not be construed to limit the liability of Consultant or its insurer(s). City does not represent that the specified coverages or limits of insurance are sufficient to protect Consultant's interests or liabilities.

Coverages are to be written on an occurrence basis and shall be maintained without interruption for the duration of the contract.

1. Professional Liability: Consultant shall maintain throughout the duration of this contract and for a three (3) year period thereafter, Professional Liability Insurance in an amount not less than One Million Dollars (\$1,000,000.00), per claim and One Million Dollars (\$1,000,000.00) aggregate, and shall provide City with certification thereof.
2. Certificate of Insurance: Consultant shall secure and maintain, throughout the duration of the contract, insurance of such types and in at least amounts as are required herein. Consultant shall provide certificate(s) of insurance confirming the required protection on standard Accord forms. The certificate(s) are to be filed with City prior to commencement of any work. City shall be notified by receipt of written notice from the insurer at least thirty (30) days prior to material modification or cancellation of any policy listed on the certificate(s).
3. Commercial General Liability:

Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000
Aggregate	\$2,000,000
Personal & Advertising Injury	\$1,000,000
Products/Completed Operations	\$2,000,000

Policy must include the following conditions:

Contractual Liability;

Explosion, Collapse & Underground (if applicable);

Independent Contractors.

4. Worker's Compensation: The insurance shall protect Consultant against all claims under applicable state Worker's Compensation laws. Consultant shall also be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a Workers' Compensation law. The policy limits shall not be less than the following:

Employer's Liability:

Bodily Injury by Accident	\$1,000,000	(each accident)
Bodily Injury by Disease	\$1,000,000	(policy limit)
Bodily Injury by Disease	\$1,000,000	(each employee)

5. Automobile Insurance: Policy shall protect Consultant against claims for bodily injury and/or property damage arising out of the ownership or use of any owned, hired and/or non-owned vehicle and must include protection for either:

A) ANY AUTO

OR

B) ALL OWNED AUTOS; HIRED AUTOS; AND
NON-OWNED AUTOS.

Notwithstanding the foregoing, should Consulting Engineer/Architect not own any automobiles, the automobile liability requirements shall be amended to allow Consulting Engineer/Architect to maintain only Hired and Non-Owned Auto protection.

6. Industry Ratings: City will only accept coverage from an insurance carrier which offers proof that it:

- a) is licensed to do business in the State of Missouri;
- b) carries a Best's Policyholder rating of A or better; and or
- c) is a company mutually agreed upon by City and Consultant.

7. Subcontractor's Insurance: If a part of this Agreement is to be sublet, Consultant shall either:

- a) Cover all subcontractors in its insurance policies; or
- b) Require each subcontractor not so covered to secure insurance in the minimum amounts required of Consultant.

Whichever option is selected, Consultant shall indemnify and hold harmless City as to any and all damages, claims or losses, including attorney's fees, arising out of the negligent acts or omissions of its subcontractors.

8. Notice of Claim: Consultant, upon receipt of notice of any claim in connection with this contract, shall promptly notify City, providing full details thereof, including an estimate of the amount of loss or liability. Consultant shall also promptly notify City of any reduction in limits of protection afforded under any policy listed in the certificate(s) of insurance in excess of \$50,000.00, whether or not such impairment came about as a result of this contract. If City shall subsequently determine that Consultant's aggregate limits of protection shall have been impaired or

reduced to such extent that they are inadequate for the balance of the project, the contractor shall, upon notice from City, promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to City.

E. INDEMNIFICATION

Indemnify and Hold Harmless: For purposes of this Agreement, Consultant hereby agrees to indemnify and hold harmless City, its employees and agents from any and all loss where loss is caused or incurred in whole or in part as a result of the negligence or other actionable fault of Consultant, its affiliates, subsidiaries, employees, agents and subcontractors/assignees and their respective servants, agents and employees. Consultant's obligation hereunder shall not include amounts attributable to the fault or negligence of City or any third party for whom Consultant is not responsible.

F. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except in writing mutually agreed to and accepted by both parties to this Agreement.

G. APPLICABLE LAW

This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Missouri.

H. ASSIGNMENT OF AGREEMENT

This Agreement shall not be assigned or transferred by Consultant without the written consent of City.

I. NO THIRD PARTY BENEFICIARIES

Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

J. COMPLIANCE WITH LAWS

Consultant shall abide by all applicable federal, state and local laws, ordinances and regulations applicable to the work. Consultant shall secure all occupational and professional licenses, permits, etc., from public and private sources necessary for the fulfillment of his obligations under this Agreement.

K. TITLES, SUBHEADS AND CAPITALIZATION

Title and subheadings as used herein are provided only as a matter of convenience and shall have no legal bearing on the interpretation of any provision of the Agreement. Some terms are capitalized throughout the Contract but the use of or failure to use capitals shall have no legal bearing on the interpretation of such terms.

L. SEVERABILITY CLAUSE

Should any provision of this Contract be determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) shall be null and void; provided, however, that the remaining provisions of this Contract shall be unaffected thereby and shall continue to be valid and enforceable.

M. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri. Should any part of this Agreement be litigated, venue shall be proper in the Circuit Court of Cass County, Missouri.

N. EXECUTION OF CONTRACT

The parties hereto have caused this Agreement to be executed in duplicate this _____ day of _____, 2016.

CITY OF BELTON, MISSOURI

By: _____
Jeff Davis, Mayor of Belton

APPROVED AS TO FORM:

Belton City Attorney

CONSULTANT

Shockey Consulting Services, LLC

By: _____
Sheila Shockey

President

EXHIBIT A

Shockey Consulting Services, LLC Hour Rate Schedule

Senior Consultant/Principal	\$210/hour
Consultant & Graphic Designer	\$ 110/hour
Administrative	\$ 60/hour

EXHIBIT B

City of Belton, Missouri Public Education Campaign for Sales Tax Renewal Initiative

Summary of Scope of Work

Task 1: Campaign Planning

Client meetings:

- Meet with client/project team - 2 meetings with client
- Prepare meeting summaries - 2 meetings

Prepare Elected Officials briefing materials

Prepare letter from Mayor

Create image and tagline for campaign

Coordinate stakeholder information meetings

Task 2: Media

Print media

- Research rates and deadlines
- Prepare content - press release and 2 advertisements will be prepared
- Obtain proofs and authorize printing

Develop social media strategy

- Prepare weekly posts during campaign

Display Board

- Create display board: develop content, prepare artwork
- Produce display board

Photography/artwork for campaign materials

Task 3: Power Point Presentation

Prepare presentation template

Prepare presentation outline and key messages

Draft script of slides

Edit and prepare final file

Cost Estimate

Task 1: Campaign Planning	\$ 4,285
Task 2: Media	\$ 4,390
Task 3: Power Point Presentation	\$ 1,955
Total Costs	\$10,630

Schedule

Shockey Consulting will begin work within two business days of notice to proceed. Work will be completed two weeks prior to Election Day, plus campaign evaluation within two weeks of election.

12-Jan-16

SHOCKEY CONSULTING SERVICES

City of Belton Sales Tax Renewal

	Principal/ Consultant III	Project Manager/ Consultant II	Consultant I	Graphic Design	Administrative Support	Hours	Fee	Expenses	Task Sub-Total (Fees + Expenses)
Hourly Rate	\$210	\$125	\$80	\$110	\$60				
Campaign Planning									
Meet with client/project team - 2 meetings	3.0	6.0	0.0	0.0	0.0	9.0		\$ 50	
Prepare meeting summaries	1.0	3.0	0.0	0.0	0.0	4.0			
Prepare Elected Officials briefing materials	1.0	4.0	2.0	0.0	0.0	7.0			
Create image and tagline for campaign	1.0	2.0	1.0	4.0	0.0	8.0			
Prepare letter from mayor	0.0	1.0	0.0	1.0	0.0	2.0			
Work with staff to schedule information meetings	0.0	1.0	0.0	0.0	1.0	2.0			
<i>Hours</i>	6.0	17.0	3.0	5.0	1.0	32.0			
<i>Fee</i>	\$1,260	\$2,125	\$240	\$550	\$60		\$4,235	\$50	\$4,285
Media									
Print media - Research rates and deadlines	0.0	0.0	0.0	0.0	1.0	1.0			
Prepare content - press release, 2 advertisements	1.0	4.0	2.0	2.0	0.0	9.0			
Obtain proofs and authorize printing	0.0	2.0	1.0	0.0	0.0	3.0		\$ 360	
Develop social media strategy	1.0	2.0	0.0	0.0	0.0	3.0			
Prepare weekly posts during campaign	0.0	5.0	0.0	0.0	0.0	5.0			
Create display board: develop content, prepare artwork	1.0	1.0	0.0	3.0	0.0	5.0			
Produce display board	0.0	0.0	0.0	1.0	0.0	1.0		\$ 150	
Photography/artwork for campaign materials	0.0	0.0	0.0	4.0	0.0	4.0		\$ 100	
<i>Hours</i>	3.0	14.0	3.0	10.0	1.0	31.0			
<i>Fee</i>	\$630	\$1,750	\$240	\$1,100	\$60		\$3,780	\$610	\$4,390
Power Point Presentation									
Prepare presentation template	0.0	0.0	0.0	2.0	0.0	2.0			
Prepare presentation outline and key messages	1.0	4.0	0.0	0.0	0.0	5.0			
Obtain graphics	0.0	0.0	0.0	2.0	0.0	2.0			
Draft script of slides	1.0	3.0	0.0	0.0	0.0	4.0			
Edit and prepare final file	0.0	0.0	0.0	2.0	0.0	2.0			
<i>Hours</i>	2.0	7.0	0.0	6.0	0.0	15.0			
<i>Fee</i>	\$420	\$875	\$0	\$660	\$0		\$1,955	\$0	\$1,955
SUB-TOTAL HOURS	11.0	38.0	6.0	21.0	2.0				\$10,630

TOTAL HOURS	78.0
TOTAL FEES	\$9,970
TOTAL EXPENSES	\$660
GRAND TOTAL FEES + EXPENSES	\$10,630

SECTION V
B

BILL NO. 2016-39

ORDINANCE NO. 2016-

AN ORDINANCE AUTHORIZING AND APPROVING THE CITY OF BELTON, MISSOURI THROUGH ITS FIRE DEPARTMENT TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT FOR MEDICAL DIRECTOR SERVICES WITH DR. ERIK J. STAMPER, D. O. FOR FISCAL YEAR 2017.

WHEREAS, state regulations require the services of a qualified Medical Director to participate in protocol reviews, training and equipment utilization for the ambulance services that provide basic and advanced life support services; and

WHEREAS, the Agreement, attached hereto and incorporated in this Ordinance as Exhibit "A" has been negotiated with a new Medical Director to comply with state standards and to include an annual reimbursement for those professional services; and

WHEREAS, Dr. Erik J. Stamper, D. O. is willing and has been performing these services for the Fire Department since the retirement of the former Medical Director to support the advanced life support ambulance services of the Belton Fire Department; and

WHEREAS, the funding source for this agreement is the Belton Fire Department operating budget for contract services in the amount of \$10,000.00. The funding is included in the current year's budget.

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

Section 1. That the City Council hereby authorizes and approves the Professional Services Agreement for Medical Director, herein attached and incorporated as Exhibit A to this ordinance. That this agreement will be ratified to April 1, 2016, the ending date of the previous agreement.

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

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

READ FOR THE FIRST TIME: April 12, 2016

READ FOR THE SECOND TIME AND PASSED:

Mayor Jeff Davis

Approved this ____ day of _____, 2016.

Mayor Jeff Davis

ATTEST:

Patricia Ledford, City Clerk
City of Belton, Missouri

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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the ____ day of _____, 2016, and thereafter adopted as Ordinance No. 2016-____ of the City of Belton, Missouri, at a regular meeting of the City Council held on the ____ day of _____, 2016, after the second reading thereof by the following vote, to-wit:

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

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



**CITY OF BELTON
CITY COUNCIL INFORMATION FORM**

DATE: April 1, 2016 **AGENDA DATE: April 12, 2016**
 ASSIGNED STAFF: Norman K. Larkey Sr., Fire Chief
 DEPARTMENT: Fire
Approvals
 Engineer: Dept. Dir: Attorney: City Manager.:

<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"/> Public Hearing	<input type="checkbox"/>

ISSUE/REQUEST

Agreement for the renewal of the Professional Services Agreement for the Medical Director for the Fire Department.

PROPOSED CITY COUNCIL MOTION

At the April 12, 2016, Regular City Council Meeting approve the first reading of an ordinance authorizing an the renewal of the Professional Services Agreement for the Medical Director between Dr. Erik J. Stamper and the City of Belton.

At the April 26, 2016, Regular City Council Meeting approve the final reading of an ordinance authorizing an the renewal of the Professional Services Agreement for the Medical Director between Dr. Erik J. Stamper and the City of Belton.

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

The code of State Regulations for Missouri require that ambulance services that provide advanced life support services shall have a Medical Director who is licensed as a doctor of medicine or a doctor of osteopathy by the Missouri State Board of Registration for the Healing Arts.

The Belton Fire Department, thru its Emergency Medical Services coordinator, (Battalion Chief Doug McGuire), has come to an agreement with Dr. Erik J. Stamper, DO, to be its Medical Director.

Dr. Stamper is board certified in Emergency Medicine, as an Emergency Room Physician and a Surgeon.

Dr. Stamper works for HCA Health Systems and spends his work time between Research Medical Center and Belton Regional Hospital.

IMPACT/ANALYSIS:

The impact of this renewal will keep the city and the Fire Department inline with all of the state laws affecting ambulance services and their Medical Director.

FINANCIAL IMPACT

Contractor:	Dr. Erik J. Stamper
Amount of Request/Contract:	\$ 10,000
Amount Budgeted:	\$ 10,000
Funding Source:	01-3600-400-3020
Additional Funds:	\$ 0.00
Funding Source:	N/A
Encumbered:	\$ 0.00
Funds Remaining:	\$ 0.00

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

OTHER INFORMATION/UNIQUE CHARACTERISTICS:

This is a renewal of the agreement for FY-17.

STAFF RECOMMENDATIONS:

Approve the ordinance to renew the Professional Services Agreement for the Medical Director.

Action and Date:

LIST OF REFERENCE DOCUMENTS ATTACHED:

1. The Medical Director Agreement
2. The Board Certificates for Dr. Erik J. Stamper, DO



**PROFESSIONAL SERVICES AGREEMENT
FOR MEDICAL DIRECTOR**

This is an Agreement by and between the City of Belton, a municipal corporation and charter city, and Dr. Erik J. Stamper D. O. to serve as the Medical Director for the Advanced Life Support Ambulance Service of the Belton Fire Department.

WHEREAS, pursuant to 19 Missouri Code of State Regulations 30-40.303 all ambulance services in the State of Missouri shall have a Medical Director. Medical Directors are required to be board certified in emergency medicine, family practice, internal medicine or surgery.

WHEREAS, the Medical Director shall have current certification in Advance Cardiac Life Support and Pediatric Advance Life Support.

WHEREAS, Dr. Erik J. Stamper, D. O. is willing to perform the Medical Director services and is board certified in Emergency Medicine and registered as a Physician and Surgeon in the State of Missouri. (See Exhibits A-1 and A-2 – certificate and registration.)

WHEREAS, ambulance services that provide advanced life support (hereinafter ALS) services, basic life support services utilizing medications (medications include, but are not limited to, activated charcoal, oral glucose and/or oxygen) or providing assistance with patients' medications (patient medications include, but are not limited, to a prescribed inhaler, nitroglycerin and/or epinephrine), or basic life support services performing invasive procedures including invasive airway procedures (invasive airway procedures include, but are not limited to, esophageal or endotracheal intubation) shall comply with state regulations as follows:

- (A) Each licensed ambulance service which provides ALS care shall have a medical director who is licensed as a doctor of medicine or a doctor of osteopathy by the Missouri State Board of Registration for the Healing Arts and who has:
1. Board certification in emergency medicine; or
 2. Board certification or board eligibility in a primary care specialty or surgery and has actively practiced emergency medicine during the past year and can demonstrate current course completion or certification in ACLS, ATLS and PALS (certification in ACLS, ATLS and PALS must be obtained no later than one (1) year after initial ambulance service licensure), or documentation of equivalent education in cardiac care, trauma care and pediatric care within the past five (5) years; or
 3. An active practice in the community, with current course completion or certification in ACLS and PALS (certifications shall be obtained no later than one (1) year after initial ambulance service licensure), or documented equivalent education in cardiac care and pediatric care within the past five (5) years who develops a written agreement with a physician who meets the requirements stated in (A) 1. Or (A) 2. To review and approve the processes required in (C), (D), and (E) in order to facilitate the medical direction of the ambulance service.

(B) Each licensed ambulance service which provides only BLS care shall have a medical director who is licensed as a doctor of medicine or a doctor of osteopathy by the Missouri State Board of Registration for the Healing Arts and can demonstrate current course completion or certification in ACLS and PALS (certifications must be obtained no later than one (1) year after initial ambulance service licensure), or can document equivalent education in cardiac care and pediatric care within the past five (5) years.

It is hereby mutually agreed by the parties as follows:

1. Dr. Erik Stamper agrees to serve as Medical Director for the Advanced Life Support Ambulance Service of the Belton Fire Department and the City of Belton.
2. Dr. Erik Stamper as Medical Director, in cooperation with the Belton EMS Coordinator, shall develop, implement and annually review the following:
 - a. Medical and treatment protocols for medical, trauma and pediatric patients;
 - b. Triage and transport protocols;
 - c. Protocols for do-not-resuscitate requests;
 - d. Air ambulance utilization; and
 - e. Medications and medical equipment to be utilized.
3. Dr. Erik Stamper as Medical Director, in cooperation with the Belton EMS Coordinator, shall ensure that all licensed service personnel meet the education and skill competencies required for their level of license and patient care environment. The Medical Director shall have the authority to require additional education and training for any licensed service personnel who fail to meet this requirement and limit the patient care activities of personnel who deviate from established standards.
4. Dr. Erik Stamper as Medical Director, in cooperation with the Belton EMS Coordinator, shall develop, implement and annually review the following:
 - a. Prolonged ambulance scene, response or transport times;
 - b. Incomplete run documentation;
 - c. Ambulances that are diverted from their original destinations;
 - d. Compliance with adult and pediatric triage, treatment and transport protocols (or sample thereof);
 - e. Skills performance (or sample thereof); and
 - f. Any other activities that the administrator or medical director deem necessary.
5. The Belton Fire Department agrees to pay Dr. Erik Stamper for his services as the Medical Director for the Advanced Life Support Ambulance Service of the Belton Fire Department a fixed annual payment of \$10,000.00 for services list above, payable in one lump sum.

6. Either party may cancel this agreement on 30 days' notice; otherwise, the agreement shall remain in force for a period of one year from the date April 1, 2016 (Fiscal Year 2017).
7. It is understood by both parties that Dr. Erik J. Stamper, D. O. is an independent contractor of the Belton Fire Department and the City of Belton, Missouri.

Dr. Erik J. Stamper, D. O.

Jeff Davis, Mayor

Date

Date

EIN #

State of Missouri

Department of Insurance, Financial Institutions and Professional Registration
Division of Professional Registration
Missouri State Board of Registration for the Healing Arts
Physician and Surgeon

VALID THROUGH JANUARY 31, 2017
ORIGINAL CERTIFICATE/LICENSE NO. 2010013277

ERIK JOSEPH STAMPER, DO
RESEARCH EMERGENCY DPT
2316 EAST MEYER BLVD
KANSAS CITY MO 64132
USA

Connie Clark

EXECUTIVE DIRECTOR

Johnnie Lee Davis

DIVISION DIRECTOR



American Board of
Emergency Medicine



American Board of Emergency Medicine

Established for the Certification of Emergency Physicians Hereby
Declares that

ERIK J. STAMPER, D.O.

Has Successfully Fulfilled the Certification Requirements and is
Declared a Diplomate of the American Board of Emergency Medicine

November 8, 2011 – December 31, 2021

President *Robert N. Nelson, MD*

Secretary *James H. Jones M.D.*

Certification Number 50101

SECTION V
C

AN ORDINANCE OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING THE AMENDMENT TO INTERGOVERNMENTAL COOPERATION AGREEMENT WITH THE CITY OF GRANDVIEW, MISSOURI FOR ADMINISTERING THE 155TH STREET WIDENING PROJECT.

WHEREAS, on September 10, 2013, the City entered into an Intergovernmental Cooperation Agreement with the City of Grandview, Missouri for administering the 155th Street Project per Ordinance No. 2013-3948; and

WHEREAS, since that time, multiple aspects of the project have been adjusted or shifted and staff wants to ensure that before construction begins each City has a proper understanding of each other's responsibilities and duties in administering the project and related contracts; and

WHEREAS, staff members and the City Attorney's for Belton and Grandview have worked together on multiple occasions to create this Amendment to Intergovernmental Cooperation Agreement; and

WHEREAS, the Amendment to Intergovernmental Cooperation Agreement, attached and incorporated herein as **Exhibit A**, outlines the sections of the original agreement that are to be updated and replaced; and

WHEREAS, the City of Grandview intends to approve the Amendment to Intergovernmental Cooperation Agreement on April 12, 2016; and

WHEREAS, staff recommends that the City of Belton authorize and approve an Amendment to Intergovernmental Cooperation Agreement with the City of Grandview, Missouri for administering the 155th Street Widening as set forth in **Exhibit A** attached hereto and made part hereof as fully as if set forth herein verbatim.

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

- SECTION 1. That this ordinance authorizing and approving the Amendment to Intergovernmental Cooperation Agreement with the City of Grandview, Missouri for administering the 155th Street Widening Project is hereby approved for purposes described above.
- SECTION 2. This ordinance shall take effect and be in full force from and after its passage and approval.
- SECTION 4. That all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

READ FOR THE FIRST TIME: April 12, 2016

READ FOR THE SECOND TIME AND PASSED:

Mayor Jeff Davis

Approved this _____ day of _____, 2016.

Mayor Jeff Davis

ATTEST:

Patricia Ledford, City Clerk
City of Belton, Missouri

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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the _____ day of _____, 2016, and thereafter adopted as Ordinance No. 2016-_____ of the City of Belton, Missouri, at a regular meeting of the City Council held on the _____ day of _____, 2016, after the second reading thereof by the following vote, to-wit:

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

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



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: April 12, 2016

DIVISION: Engineering

COUNCIL: Regular Meeting Work Session Special Session

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

ISSUE/RECOMMENDATION:

Belton and Grandview have been working collaboratively on the 155th Street Widening Project. To do so, there was an original Intergovernmental Cooperation Agreement between the two Cities dated September 10, 2013. Since that time multiple minor aspects to the project have been adjusted and shifted and staff wanted to ensure that before construction begins each City has a proper understanding of each other's responsibilities and duties in administering the project and related contracts.

The two aspects of the project that changed causing a discrepancy with the original Agreement are 1) the ability to use STP funds for the ROW phase of the project in addition to the construction phase and 2) during construction the Cities will request reimbursement for pay applications from MoDOT before making payment to the contractor. These changes caused a need for procedures to be written as a guideline for administering the project and that is what can be found in the Amendment to the Intergovernmental Cooperation Agreement.

Staff members and the City Attorneys for Belton and Grandview have worked together on multiple occasions to create this Amendment to Intergovernmental Cooperation Agreement. The Amendment to Intergovernmental Cooperation Agreement, attached to this item, outlines the sections of the original agreement that are to be updated and replaced. Grandview is planning to approve the Amendment to Intergovernmental Cooperation Agreement at their April 12, 2016 meeting with one read.

PROPOSED CITY COUNCIL MOTION:

At the April 12, 2016 Regular City Council Meeting, authorize and approve the first reading of an ordinance approving the Amendment to the Intergovernmental Cooperation Agreement with the City of Grandview, Missouri for administering the 155th Street Widening Project.

BACKGROUND:

The 155th Street Interchange and Corridor is a primary gateway for the City of Belton. There are multiple stakeholders that are committed to making significant improvement from Kensington (west end) to the Oil Creek Bridge. MoDOT is planning to replace the interchange in 2017, and KCMO plans to start construction in the summer of 2016.

IMPACT/ANALYSIS:

N/A

STAFF RECOMMENDATION, ACTION, AND DATE:

At the April 12, 2016 Regular City Council Meeting, authorize and approve the first reading of an ordinance approving the Amendment to Intergovernmental Cooperation Agreement between the Cities of Belton and Grandview, Missouri for the construction of the 155th Street Widening Project.

LIST OF REFERENCE DOCUMENTS ATTACHED:

Ordinance

Amendment to Intergovernmental Cooperation Agreement



**AMENDMENT TO INTERGOVERNMENTAL
COOPERATION AGREEMENT**

This **AMENDMENT** to the **INTERGOVERNMENTAL COOPERATION AGREEMENT** dated September 10, 2013 between the **CITY OF BELTON, MISSOURI** (“Belton”) and the **CITY OF GRANDVIEW**, Missouri (“Grandview”) is entered into as of April _____, 2016.

WHEREAS, it has been over two years since the Intergovernmental Cooperation Agreement (“Agreement”) was executed; and

WHEREAS, the Parties have been working cooperatively to build the Project and details about the Project and its cost that were not known when the Agreement was executed have been developed; and

WHEREAS, the Parties believe it to be in their mutual best interest to amend the Agreement to better define the Project and their respective obligations undertaken in the Agreement; and

WHEREAS, Section 3.6 of the Agreement provides that it can be amended in writing signed by the authorized representatives of both parties.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, Belton and Grandview hereby agree to amend the Agreement as follows:

1. **Agreement Sections Amended.** The sections of the Agreement being amended are set out below. Except as specifically set forth herein, this Amendment shall in no way modify, alter or amend the remaining terms of the Agreement, all of which shall remain in full force and effect.

2. **Recital G Amended.** Recital G of the Agreement is hereby amended to read as follows:

Belton and Grandview desire to work cooperatively to complete improvements to 155th Street from the eastern edge of the MoDOT right-of-way at the I-49/155th Street interchange west to approximately Kentucky Road, known as the 155th Street Widening Project and shown on the drawing attached as Exhibit A (“Project”). The Project, starting from the eastern edge of the MoDOT right-of-way as stated above, will widen 155th Street to three lanes with curbs and gutters east to the west side of the Oil Creek Bridge and resurface the pavement of 155th Street from east of the Oil Creek bridge to Kentucky Road as funding permits; and

3. **Section 2.1 Amended.** Section 2.1 of the Agreement is hereby amended to read as follows:

Project Financing. Belton and Grandview shall each utilize local funds (“Local Funds”) and funds secured through the Federal Surface Transportation Program (“STP Funds”) to finance the Project in accordance with this Agreement. The estimated cost of the Project is \$6,083,693. Belton and Grandview acknowledge that they have been awarded STP Funds. Belton has entered into the Missouri Highways and Transportation Commission STP-Urban Program Agreement dated July 24, 2015 (“STP Agreement”), a copy of which is attached hereto as Exhibit C (Exhibits A and B are attached to the Agreement). The STP Agreement states the general share for this project will be 80 percent of eligible project costs not to exceed \$4,375,800. To fully fund the Project, Belton and Grandview will each provide approximately \$853,947 in Local Funds. As provided in greater detail below, the parties acknowledge that the breakdown of Local Funds obligation shall be equal.

Table 1. Summary of Estimated Project Financing

Item	Belton	Grandview	Federal	Total
Design Engineering	\$296,846.50	\$296,846.50	\$0	\$593,693
Property acquisition services and purchase of property	\$90,000	\$90,000	\$720,000	\$900,000
Construction Inspection	\$10,000	\$10,000	\$0	\$20,000
Construction	\$457,100	\$457,100	\$3,655,800	\$4,570,000
Total	\$853,946.50	\$853,946.50	\$4,375,800	\$6,083,693

4. **Section 2.2 Amended.** Section 2.2 of the Agreement is hereby amended to read as follows:

Selection of Professional Services Contracts. Belton and Grandview, utilizing their standard procedures, jointly selected and Belton has contracted with Wilson & Company, Inc., Engineers & Architects (“Design Engineer”) for the design engineering professional services. Belton and Grandview have been and shall continue to each utilize Local Funds to share equally (50% from each City) the cost of the approved

Design Engineer's contract to complete the Project. No STP Funds can be utilized to fund the Design Engineer's contract.

Belton and Grandview jointly selected professional services for right of way services and land acquisition for the entire project and Belton has contracted with 1) Valbridge Property Advisors ("Appraiser") for appraisal services, 2) D.M. Millin & Assoc., Inc. ("Review Appraiser") for review appraisal services, and 3) Orrick & Erskine, LLC ("Negotiator") for relocation and negotiation services. Belton and Grandview shall each utilize Local Funds to share equally (10% from each City) the cost of the 20% match for the approved right of way professional services. STP Funds can be utilized to fund 80% of the right of way professional services.

5. **Section 2.3 Amended.** Section 2.3 of the Agreement is hereby amended to read as follows:

Plans and Specifications. Belton and Grandview shall each approve the plans and specifications ("Plans and Specifications") for the Project prepared by the Design Engineer in accordance with their standard procedures.

6. **Section 2.4 Amended.** Section 2.4 of the Agreement is hereby amended to read as follows:

Easement and Right of Way Acquisition. Negotiations for easements and right of way and all related document preparation are to be handled by Negotiator. Belton and Grandview shall each utilize Local Funds to share equally (10% from each City) the cost of the 20% match for the approved right of way acquisition. STP Funds can be utilized to fund 80% of the easements and right of way acquisition.

7. **Section 2.5 Amended.** Section 2.5 of the Agreement is hereby amended to read as follows:

Construction. Belton and Grandview, utilizing their standard construction contracting procedures, shall jointly select and Belton shall contract for such construction contractor services that they deem necessary or desirable for completion of the Project ("Construction Services Contracts"). The parties shall comply and cause their contractors to comply with Missouri competitive bidding requirements for construction contracts, requirements for the payment of prevailing wages, requirements for payment and performance bonds, and all other applicable state and federal laws related to the construction of the Project. Belton and Grandview shall each utilize Local Funds to pay 20% of Construction

Services Contracts (in equal shares) and STP Funds can be utilized to fund up to 80% of Construction Services Contracts.

If STP Funds are exhausted due to higher than anticipated Project costs, Belton and Grandview shall first determine if there are reasonable ways to reduce costs including but are not limited to: bid alternatives, removing items from the project or re-bidding the project. If it is not considered reasonable by both Parties to reduce costs and both Parties mutually agree to additional Project improvements documented by mutually agreeable change orders, the cost of such additional Project improvements shall be shared equally between both cities. Belton and Grandview agree to use reasonable efforts to coordinate with the other entities identified in this Agreement in connection with the West Project and the Interchange Project to minimize lane closures and traffic disruptions. The parties anticipate that construction of the Project will commence in 2016.

8. Section 2.7 Amended. Section 2.7 of the Agreement is hereby amended to read as follows:

Construction Management and Inspection. It is anticipated that Belton and Grandview will utilize internal City staff to oversee the construction management and construction inspection of the Project. Belton staff will lead the construction management and inspection with assistance from Grandview staff. It is expected that external construction testing and construction inspection services will be required. Belton and Grandview, utilizing their standard procedures, shall jointly select and Belton shall contract for such construction management and inspection services that they deem necessary or desirable for the Project ("Management and Inspection Services Contracts").

9. Section 2.9 Amended. Section 2.9 of the Agreement is hereby amended to read as follows:

Contract Administration and Payment. Belton shall serve as the contract administrator and will process related payment applications for Professional Services Contracts (Design Engineer, Appraiser, Review Appraiser, and Negotiator), Construction Services Contracts, and Management and Inspection Contracts. Each payment application under any Professional Services Contract, Construction Services Contract, and Management and Inspection Contract shall be accompanied by a sworn statement of the applicant contractor or consultant listing, as applicable, the total amount of services or work performed and material supplied by such contractor or consultant, and all of their subcontractors and material suppliers; the amount of previous payments; a breakdown allocating the

total payments to the applicant contractor or consultant, its subcontractors and materialmen; the amount of any retention; and the balance to complete the services or work. Each statement shall be accompanied by waivers of lien of contractor, its subcontractors and materialmen in the total amount of all payments to be made. Each statement and the waivers of lien shall be in accord with the laws of the State of Missouri.

Belton shall provide Grandview with a complete copy of each payment application immediately upon receiving it. Grandview and Belton shall jointly review and approve each payment application before it is paid. If an application is eligible for reimbursement by MoDOT with STP Funds ("STP Eligible"), Belton shall invoice MoDOT for reimbursement within seven (7) days of receiving the application. When STP Eligible payment applications are approved by Grandview, Grandview shall pay its 10% share to Belton within twenty (20) days of Grandview's receipt of the payment application. When payment applications not STP Eligible are approved, Grandview shall pay its 50% share to Belton within twenty (20) days of Grandview's receipt of the application. Belton shall make full payment to the applicant within thirty (30) days from its receipt of the payment application if the application is approved by both cities.

Due to the uncertainty of the timing of MoDOT reimbursements from STP Funds and the anticipated size of some payment applications, Belton may request Grandview to pay Belton 50% of payment applications that are STP Eligible within twenty (20) days of Grandview's receipt and approval of the payment application ("STP Advancement"). Upon Belton's receipt of reimbursement from MoDOT, Belton shall pay 50% of the reimbursement to Grandview within twenty (20) days of receipt from MoDOT. The parties acknowledge and agree that despite this provision, the maximum amount of STP Advancements by Grandview to Belton that can be outstanding at any given time is \$300,000.00.

10. Section 3.4 Amended. Section 3.4 of the Agreement is hereby amended to read as follows:

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

Belton:

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

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

with a copy to:

City Attorney
City of Belton, Missouri
City Hall
506 Main Street
Belton, Missouri 64012
mmcguire@belton.org

Grandview:

City Administrator
City of Grandview, Missouri
City Hall
1200 Main Street
Grandview, Missouri 64030
esmith@grandview.org

City Clerk
City of Grandview, Missouri
City Hall
1200 Main Street
Grandview, Missouri 64030
bschimmel@grandview.org

with a copy to:

Joseph S. Gall
Humphrey, Farrington & McClain, P.C.
221 W. Lexington Ave.
Suite 400
Independence, Missouri 64050
jsg@hfmlegal.com

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

11. **New Section 3.11.** A new Section 3.11 reading as follows is hereby added to the Agreement.

Good Faith Negotiations. Due to the expansive nature of the Project and potential for unknown conditions or circumstances, the Parties agree to enter into discussion and negotiations to fairly and reasonably solve these conditions and circumstances for the mutual benefit of both Parties and completion of the Project.

12. **Execution.** This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together will constitute one and the same instrument.

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

CITY OF GRANDVIEW, MISSOURI

By: _____
Leonard D. Jones, Jr.

(Seal)

Attest:

City Clerk

CITY OF BELTON, MISSOURI

By: _____
Jeff Davis, Mayor

(Seal)

Attest:

City Clerk

SECTION V
D

AN ORDINANCE OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING AN ON-CALL ARCHITECTURAL PROFESSIONAL SERVICES AGREEMENT WITH INCITE DESIGN STUDIO ARCHITECTS.

WHEREAS, following Sections 8.285 through 8.291 of Chapter 8 of the Missouri Revised Statutes, staff advertised the Request for Qualifications (RFQ) for On-Call Engineering and Professional Services for the City of Belton Missouri on December 8, 2015. Specific areas of expertise that staff requested Qualifications Packets on were as follows:

- Transportation Engineering and Planning
- Utility Infrastructure Improvements including design and engineering services for water distribution, stormwater, and wastewater collection systems
- Stormwater management and water resources
- Geotechnical engineering and geologic consulting services
- Surveying services
- General community planning services
- Architectural services; and

WHEREAS, January 11, 2016 was the deadline for consultants to submit Qualifications Packets for consideration of the On-Call Engineering and Professional Services and staff received Qualifications Packets from four interested architectural services firms; and

WHEREAS, staff interviewed the four architectural services firms from February 12-16, 2016; and

WHEREAS, staff recommends that the City contract with the highly qualified architectural firm incite Design Studio Architects.

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

- SECTION 1. It is hereby found, determined, and declared that it is necessary and in the best interest for the public purpose of engineering and designing the construction and maintenance of public improvements which are for the benefit of the citizens of the City.
- SECTION 2. That the City of Belton, Missouri shall approve and authorize an On-Call Architectural Professional Services Agreement with **incite Design Studio Architects** as set forth in **Exhibit A** attached hereto and made part hereof as fully as if set forth herein verbatim.
- SECTION 3. This ordinance shall take effect and be in full force from and after its passage and approval.
- SECTION 4. That all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

READ FOR THE FIRST TIME: April 12, 2016

READ FOR THE SECOND TIME AND PASSED:

Mayor Jeff Davis

Approved this _____ day of _____, 2016.

Mayor Jeff Davis

ATTEST:

Patricia Ledford, City Clerk
City of Belton, Missouri

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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the _____ day of _____, 2016, and thereafter adopted as Ordinance No. 2016-_____ of the City of Belton, Missouri, at a regular meeting of the City Council held on the _____ day of _____, 2016, after the second reading thereof by the following vote, to-wit:

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

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



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: April 12, 2016

DIVISION: Public Works

COUNCIL: Regular Meeting Work Session Special Session

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

ISSUE/RECOMMENDATION:

During the recent process to identify on-call engineering partners, the City also solicited interest from architects given the two facility projects in the 5-year Capital Improvements Program (CIP). This partner may also be useful for the more frequent items in the areas of plan review, development, and existing structures.

The same RFQ process used to identify engineering partners was also used to identify and recommend incite Design Studio Architects.

PROPOSED CITY COUNCIL MOTION:

At the April 12, 2016 City Council Regular Meeting, approve the first read of an ordinance of the City of Belton, Missouri authorizing and approving On-Call Architectural Services Agreements with **incite Design Studio Architects**.

BACKGROUND:

The Community Development Department is responsible for development review and inspections of structures and from time to time requires third-party evaluations. There are also two facility projects in the CIP that will require design: the new Public Works Maintenance Facility and a possible new Fire Station.

IMPACT/ANALYSIS:

Task Agreements will be utilized and the current Purchasing Policy per the City of Belton Code of Ordinances will be followed.

STAFF RECOMMENDATION, ACTION, AND DATE:

At the April 12, 2016 City Council Regular Meeting, approve the first read of an ordinance of the City of Belton, Missouri authorizing and approving On-Call Architectural Services Agreements with **incite Design Studio Architects**.

LIST OF REFERENCE DOCUMENTS ATTACHED:

incite Design Studio Architects Ordinance and Agreement

Exhibit A

incite Design Studio Architects

On-Call Professional Services Agreement



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

ON-CALL PROFESSIONAL SERVICES AGREEMENT

THIS Agreement ("Agreement") is by and between the City of Belton, Missouri, a constitutional charter City ("CITY"), and incite Design Studio, LLC, a _____, authorized to conduct business in Missouri and located at _____ ("PROFESSIONAL"; CITY and PROFESSIONAL each a "Party", and collectively the "Parties").

NOW, THEREFORE, in consideration of the payments and mutual agreements contained in this Agreement, City and Professional agree as follows:

PART I – SPECIAL TERMS AND CONDITIONS

Sec. 1.01 On-Call Professional Services.

The architectural consulting services to be provided under this Agreement will be provided on an On-Call basis in the following categories of work:

Professional shall perform architectural and related professional services for projects involving the planning, construction, reconstruction or rehabilitation of facilities and to otherwise assist the City in completing selected building and Capital Improvement Projects. In addition services may include various consulting services such as, but not limited to, general consulting, design and planning studies, development plan review, policy and criteria review and development, state and federal compliance assistance, surveying, construction observation/inspection and management, and attendance at City meetings.

Professional Services provider (Professional) shall be prepared to provide the services in a timely and comprehensive manner.

The City reserves the right to utilize any combination of Professionals on a cooperative/collaborative basis as needed to complete professional services for particular assignments.

Sec. 1.02 Tasks and Responsibilities to be performed by Professional.

- A. Task Agreements shall be used to describe the parties' mutual agreement on the Scope of Services, schedule, compensation, and other particulars as stated therein. Task Agreements shall be in the general form shown in **Attachment 1**, attached hereto. Task Agreements are binding only after acceptance and execution by duly authorized representative of both parties. Each Task Agreement shall govern the parties' rights and obligations with respect to each assignment.

Each Task Agreement shall be deemed a supplement to this Agreement and as such all terms and conditions of the Task Agreement shall be incorporated into this Agreement.

- B. Each Task Agreement shall be executed by duly authorized representatives of both parties, following the appropriate approval process up to and including City Council Approval, and according to the most current policy as stated in the City of Belton's Code of Ordinances.
- C. City shall have the right to inspect and review the work being done and to consult with Professional at any reasonable time. Conferences will be held at the request of City or Professional.
- D. If it is determined to be in the best interest of the work, Professional shall replace the project manager or any other employee of the Professional, Subcontractors, Suppliers or other persons or organizations performing or furnishing any of the work on an assignment upon written request by the Owner.
- E. The City's Standard Terms and Conditions as set forth in Part II herein, shall be furnished to the Professional prior to signing this Agreement. If the Standard Terms and Conditions are modified, City will notify the Professional.
- F. Professional shall notify the City if Professional encounters or learns of any unforeseen change in condition or constituents of concern related to the project or site of a Task Agreement.

Sec. 1.03 Tasks and Responsibilities to be performed by City.

City shall:

- A. Pay Professional pursuant to provisions in Section 1.05 Compensation and Reimbursables.
- B. Make available to Professional all existing records, maps, plans, and other data possessed by City when such are necessary, advisable, or helpful to Professional in the completion of the work under this Agreement.
- C. Designate in writing a person to act as City representative with respect to the work to be performed under this Agreement, or their designee pursuant to the terms of a Task Agreement; with such person having complete authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to the materials, equipment elements and systems pertinent to the work covered by this Agreement and a related Task Agreement, and the responsibility to be available to inspect and review the work and to consult with Professional at any reasonable time.
- D. Provide standard City forms as required.

- E. Provide access to the City's Geographical Information System (GIS) Data for the length of this Agreement.

Sec. 1.04 Term of Agreement.

Unless sooner terminated as provided herein and subject to an annual Professional Services Performance Appraisal, this Agreement shall remain in force for a period of three (3) years. Performance Appraisals of the Professional shall be completed on an annual basis concurrently with negotiations of the Schedule of Hourly Rates and Expenses. The Performance Appraisal form is attached hereto as **Attachment 2**. The Director of Public Works is authorized to extend the Agreement for two (2) subsequent one-year periods. The total term of the Agreement shall not exceed five (5) years.

Sec. 1.05 Compensation and Reimbursables.

- A. The maximum amount that City shall pay the Professional under this Agreement shall be in accordance with the terms of each Task Agreement. Compensation shall be based upon hourly estimates of time needed to complete the Scope of Services in the Task Agreement using the Schedule of Hourly Rates attached hereto in **Attachment 3**:
 - a. A schedule of expenses and position classifications and the salary range for each expense and position of the Professional, including the approved subcontractors of the Professional, is included as a part of **Attachment 3**. Professional and the Professional's approved subcontractors may negotiate to revise their Schedules of Hourly Rates and Expenses annually. The Professional will submit the revised Schedule of Hourly Rates and Expenses to the City in December of each year that this Agreement is in effect. Subject to the approval of the Director of Public Works, and in his or her sole discretion, the revised Schedule of Hourly Rates and Expenses shall become effective with regard to this Agreement and the Services performed under any subsequent Task Agreement on January 1st of the next calendar year. The approval of a revised Schedule of Hourly Rates and Expenses shall not affect the hourly rates and expenses of any then current Task Agreements. In the event the revised Schedule of Hourly Rates and Expenses is not approved, Professional and City shall enter into negotiations to finalize the new Schedule. The then current Schedule shall continue and be applicable to subsequent Task Agreements during negotiations.
 - b. Actual reasonable expenses incurred by the Professional directly related to the Professional's performance under this Agreement, to include only the following, in an amount of actual costs. The following are the reimbursable expenses that City has approved:
 - i. Printing, Plotting, Copying, Mailings (actual costs)
 - ii. Newspaper Advertising (actual costs)
 - iii. Mileage (current IRS rate per mile)
 - iv. Geotechnical Services (actual costs)
 - v. Rental of special equipment
 - c. City is not liable for any obligation incurred by the Professional except as approved under the provisions of this Agreement.

d. Project-related federal, state and local permit costs will be paid for directly by the City.

B. Method of Payment.

a. Professional shall invoice City monthly setting forth the total effort expended on an hourly basis and all actual reasonable expenses incurred and allowed under this Agreement attributable to each Task Agreement. In addition, a cover letter, with a brief statement describing the work performed under each invoice, shall accompany each invoice. City, upon approving the invoice(s), shall remit payment.

C. Condition Precedent to Payment.

a. It shall be a condition precedent to payment of any invoice from the Professional that the Professional is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Agreement. If damages are sustained by City as a result of breach or default by the Professional, City may withhold payment(s) to the Professional for the purpose of set off until such time as the exact amount of damages due City from the Professional may be determined, and

b. No request for payment will be processed unless the request is in proper form, correctly computed, and is approved as payable under the provisions of a Task Agreement pursuant to this Agreement. City is not liable for any obligation incurred by the Professional except as approved under the provisions of a Task Agreement pursuant to this Agreement.

Sec. 1.06 Notices.

All notices required by this Agreement shall be in writing sent by regular U.S. mail, postage prepaid, or commercial overnight courier to the following:

CITY:

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

AND

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

AND

Megan McGuire, City Attorney, 506 Main Street, Belton, MO 64012

PROFESSIONAL:

All notices are effective on the date mailed, deposited with courier, or emailed.

Sec. 1.07 Merger.

This Agreement consists of Part I, Special Terms and Conditions and any Attachments and any documents incorporated by reference; Part II, Standard Terms and Conditions; and any Task Agreements. This Agreement, including any Attachments and incorporated documents, constitutes the entire agreement between City and the Professional with respect to this subject matter.

Sec. 1.08 Conflict Between Agreement Parts.

In the event of any conflict or ambiguity between the Special Terms and Conditions of Part I, the Standard Terms and Conditions of Part II of this Agreement, and a Task Agreement(s), Part I will be controlling.

Sec. 1.09 Attachments to Agreement.

The following documents are Attachments to this Agreement and are attached hereto and incorporated herein by this reference:

- Attachment 1 – Generic Task Agreement
- Attachment 2 – Professional Services Performance Appraisal
- Attachment 3 – Schedule of Hourly Rates and Expenses
- Attachment 4 – Standard Certificate of Insurance Form
- Attachment 5 – Affidavit of Enrollment if Federal Work Authorization Program

Sec. 1.10 Subcontracting.

Professional is hereby authorized to subcontract on a limited basis subject to a City review and approval on a case-by-case basis of Professional's proposed subcontractor.

- A. This Agreement, in its entirety herein, shall be included with any agreement between the Professional and the subcontractor.
- B. Subcontractors are subject to the same insurance coverage limits and time frames as the Professional.

PART II – STANDARD TERMS AND CONDITIONS

Sec. 2.01 General Indemnification.

Professional 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 Professional, its employees, agents, or subcontractors, or caused by others for whom Professional is liable, regardless of whether or not caused in part by any act or omission of City, its agencies, officials, officers, or employees. Nothing in this section shall apply to indemnification for professional negligence which is specified in a separate provision of this Agreement. Professional's obligations under this section with respect to indemnification for acts or omissions of City, its agencies, officials, officers, or employees shall be limited to the coverage and limits of General (not Professional) Liability insurance that Professional is required to procure and maintain under this Agreement.

Sec. 2.02 Indemnification for Professional Negligence.

Professional 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, to the extent arising from the negligent acts or omissions in connection with this Agreement, caused by Professional, its employees, agents, subconsultants, or caused by others for whom Professional is liable, in the performance of professional services under this Agreement. Professional is not obligated under this section to indemnify City for the negligent acts of City or any of its agencies, officials, officers, or employees.

Sec. 2.03 Insurance.

- A. Professional shall procure and maintain in effect throughout the duration of this Agreement, and for a period of two (2) years thereafter, 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, Professional shall supply such insurance, if available, at City's cost. Policies containing a Self-Insured Retention are unacceptable to City.
 - a. Commercial General Liability Insurance: with limits of \$2,000,000 per occurrence and \$4,000,000 aggregate, written on an "occurrence" basis, and medical expenses with limits of \$5,000 for any one person. The policy shall be written or endorsed to include the following provisions:
 - i. Severability of Interests Coverage applying to Additional Insureds
 - ii. Contractual Liability

- iii. Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be \$4,000,000
- iv. No Contractual Liability Limitation Endorsement
- v. Additional Insured Endorsement, ISO form CG20 10, current edition, or its equivalent

- b. Workers' Compensation Insurance: as required by statute, including Employers Liability with limits of:

- Workers Compensation Statutory
- Employers Liability
- \$1,000,000 accident with limits of:
- \$1,000,000 disease-policy limit
- \$1,000,000 disease-each employee

- c. Commercial Automobile Liability Insurance: with a limit of \$1,000,000 per person / \$1,000,000 per accident / \$1,000,000 property damage per occurrence, covering owned, hired, and non-owned automobiles. In addition: Vehicle collision loss with a deductible of \$250, vehicle comp with a deductible of \$100, and uninsured and underinsured with limits of \$1,000,000 each. Coverage provided shall be written on an "occurrence" basis. The insurance will be written on a Commercial Business Auto form, or an acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with the Agreement, by Professional.
- d. Professional Liability Insurance: with limits Per Claim of \$1,000,000 and \$2,000,000 Annual Aggregate.

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 Commercial General and Automobile Liability Insurance 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. Professional shall provide to City at execution of this Agreement a certificate of insurance showing all required endorsements and additional insureds. The certificate shall be on the City form furnished in **Attachment 4** or its equivalent.

- 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 Professional to maintain the required insurance coverage in force at all times; its failure to do so will not relieve it of any

contractual obligation or responsibility. In the event of Professional's failure to maintain the required insurance in effect, City may order Professional 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.

Sec. 2.04 Design Standards and Endorsement.

- A. Except as otherwise directed in writing by City, Professional shall use applicable design standards, in effect as of the date of services rendered, that are required by federal, state, local laws or codes or such standards recognized and used in the industry that are in effect as of the date of services rendered in the performance of services under this Agreement. In the development of any design under this Agreement, Professional shall comply with all applicable provisions of the Americans with Disabilities Act, Public Law 101-336 as well as 28 CFR parts 35 and 36 and 29 CFR part 1630, as applicable and as amended from time to time, and shall comply with the City's Buy American policy. Professional shall notify and explain to City any applicable exceptions under these acts. The City acknowledges that the requirements of the Americans with Disabilities Act, Fair Housing Act and other federal, state and local accessibility laws, rules, codes, ordinances and regulations will be subject to various and possibly contradictory interpretations. The Professional therefore, will use its reasonable professional efforts and judgment to interpret applicable accessibility requirements in effect as of the date of execution of this Agreement, submission to building authorities, or other appropriate date and as they apply to the Project. The Professional, however, cannot and does not warrant or guarantee that the City's Project will comply with all interpretations of the accessibility requirements and/or the requirements of the federal, state and local laws, rules, codes, ordinances and regulations as they apply to the Project.
- B. Professional shall endorse all plans and specifications, or estimates, and engineering data furnished under this Agreement if prepared by Professional. All Professional's subconsultants as appropriate shall endorse their respective plans and specifications, or estimates, and engineering data furnished for the Plan or Project.
- C. Professional shall monitor quality assurance for their design services and shall revise the design and plans at their own expense in case of error or oversight in design by Professional.

Sec. 2.05 Copyright and Ownership of Documents.

- A. Professional shall deliver work products to the City that may include but are not limited to the following:
 - a. Preliminary and final plans, reports, exhibits, models, renderings, and other information hard copy, electronic file, or any reproducible media as requested by the City;
 - b. Construction drawings in both a 24" x 36" format and a reduced 11" x 17" format, on paper and reproducible medial as requested by the City;

- c. As-built record drawings hard copy, electronic file, or any reproducible media as requested by the City;
- d. Project files, including permits, correspondence, memoranda, telephone logs, inspection reports, and testing results;
- e. Land use permit applications; and
- f. Complete permit applications from other agencies.

Survey notes, diaries, sketches, charts, computations and other data shall be made available upon request by City without restriction or limitation of their use. There shall be no legal limitations upon City in the subsequent use of the documents or ideas developed in the documents. In the event that any of the documents are reused by City, the nameplates or other identification to the Professional will be removed and the Professional will be released of subsequent liabilities. In the event that any of the design drawings are reused or modified by City, the name plates or other identification to the Professional will be removed.

Professional shall maintain all its books, documents, and records relating to this Agreement during the Agreement period and for three (3) years after the date of final payment.

- B. Professional shall on its behalf and on behalf of its employees and agents, promptly communicate and disclose to City all computer programs, documentation, software and other copyrightable works and all discoveries, improvements and inventions conceived, reduced to practice or made by Professional or its agents, whether solely or jointly with others, during the term of this Agreement resulting from or related to any work Professional or its agents may do on behalf of City or at its request. All inventions and copyrightable works that Professional is obligated to disclose shall be and remain entirely the property of City. It is agreed that all inventions and copyrightable works are works made for hire and shall be the exclusive property of City. Professional hereby assigns to City any rights it may have in such copyrightable works. Professional shall cooperate with City in obtaining any copyrights or patents.

Sec. 2.06 Governing Law.

This Agreement shall be construed and governed in accordance with the law of the State of Missouri. The parties submit to the jurisdiction of the courts of the State of Missouri and waive venue.

Sec. 2.07 Compliance with Laws.

Professional shall comply with all federal, state and local laws, ordinances and regulations applicable to the work and this Agreement and in effect as of the date of Services rendered.

Sec. 2.08 Termination.

- A. The obligation to provide further services under this Agreement may be terminated for cause by either party upon 30 days written notices in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
- B. The obligation to provide further services under this Agreement may be terminated for convenience; City may, at any time upon ten (10) days' notice to Professional specifying the

effective date of termination, terminate this Agreement, in whole or in part, including any Task Agreement. If this Agreement, or any specific Task Agreement, is terminated by City, City shall be liable only for payment for services rendered before the effective date of termination. Professional shall prepare an accounting of the services performed and money spent by Professional up to the effective date of termination and shall return to City any remaining sums within thirty (30) days of such date.

- a. If this Agreement, or any specific Task Agreement, is terminated prior to Professional's completion of services, all work or materials prepared or obtained by Professional pursuant to this Agreement shall become City's property. The professional shall be held harmless for any reuse or modification of its documents by the City
- b. If this Agreement, or any specific Task Agreement, is terminated prior to Professional's completion of the services to be performed hereunder, Professional shall return to City any sums paid in advance by City for services that would otherwise have had to be rendered between the effective date of termination and the original ending date of the Agreement, or any specific Task Agreement. Professional shall prepare an accounting of the services performed and money spent by Professional up to the effective date of termination and shall return to City any remaining sums within thirty (30) days of such date.

Sec. 2.09 Dispute Resolution.

- A. City and Professional agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of the Mediation Provision or other provisions of this Agreement, or exercising their rights at law.
- B. If the Parties fail to resolve a dispute through negotiation under Sec. 2.09A, then either or both may invoke in the procedures of the Mediation Provision. If the Mediation Provision is not included, or if no dispute resolution method specified in the Mediation Provision, then the Parties may exercise their rights at law.
- C. **Mediation Provision:** City and Professional agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation by the Mediator. City and Professional agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

Sec. 2.10 Default and Remedies.

If Professional shall be in default or breach of any provision of this Agreement or any specific Task Agreement, City may terminate this Agreement and/or the specific Task Agreement, suspend City's performance, withhold payment or invoke any other legal or equitable remedy after giving Professional notice and opportunity to correct such default or breach.

Sec. 2.11 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 Professional to which the same may apply and, until complete performance by Professional 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.

Sec. 2.12 Acceptance.

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.

Sec. 2.13 Modification.

Unless stated otherwise in this Agreement, no provision of this Agreement may be waived, modified or amended except in writing signed by City.

Sec. 2.14 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.

Sec. 2.15 Severability of Provisions.

Except as specifically provided in this Agreement, all of the provisions of this Agreement shall be severable. In the event that any provision of this Agreement is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this Agreement shall be valid unless the court finds that the valid provisions of this Agreement are so essentially and inseparably connected with and so dependent upon the invalid provision(s) that it cannot be presumed that the parties to this Agreement could have included the valid provisions without the invalid provision(s); or unless the court finds that the valid provisions, standing alone, are incapable of being performed in accordance with the intentions of the parties.

Sec. 2.16 Audit.

- A. The City Auditor, the City's Finance Director and the City department administering this Agreement shall have the right to audit this Agreement and all books, documents and records relating thereto.
- B. Professional shall maintain all its books, documents and records relating to this Agreement during the Agreement period and for three (3) years after the date of final payment.
- C. The books, documents and records of Professional in connection with this Agreement shall be made available to the City Auditor, the City's Finance Director and the City department administering this Agreement within ten (10) days after the written request is made.

Sec. 2.17 Tax Compliance.

If applicable, Professional shall provide proof of compliance with the City's tax ordinances as a precondition to the City making the first payment under this Agreement. If Professional performs work on an Agreement that is for a term longer than one year, the Professional also shall submit to the city proof of compliance with the City's tax ordinances as a condition precedent to the city making final payment under the Agreement.

Sec. 2.18 Federal Work Authorization Program Compliance.

As a condition to an award of a contract greater than \$5,000.00, Professional shall enroll in or be enrolled in a Federal Work Authorization Program. Professional shall deliver to the City an Affidavit of Enrollment in a Federal Work Authorization Program, Attachment 5, stating the Professional is enrolled and participates in a federal work authorization program with respect to the employees working in connection with the contracted services and Professional does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

Sec. 2.19 Assignability or Subcontracting.

Neither party shall assign or transfer any part or all of its interest without the other party's prior approval. If Professional shall subcontract, or transfer any part of Professional's obligations under this Agreement without the prior approval of City, it shall constitute a material breach of this Agreement.

Sec. 2.20 Conflicts of Interest.

Professional 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 Professional in this Agreement.

Sec. 2.21 Buy American Preference.

It is the policy of the city that any manufactured goods or commodities used or supplied in the performance of any city Agreement or any subcontract thereto shall be manufactured or produced in the United States whenever possible.

SIGNATURE PAGE FOR AGREEMENT BETWEEN CITY OF BELTON, MISSOURI AND

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

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

Executed by Professional this _____ day of _____, 20____.

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

BELTON, MISSOURI

Address and facsimile number of City

Department:

Public Works Department

City Hall Annex

520 Main Street

Belton, MO 64012

PROFESSIONAL

Name, address and facsimile number of

Professional:

By: _____

Printed Name: Jeff Davis

Title: Mayor

By: _____

Printed Name: _____

Title: _____

Attested By: _____

Printed Name: Patti Ledford

Title: City Clerk
(Affix City Seal)

Attested By: _____

Printed Name: _____

Title: _____
(Affix Corporate Seal, if applicable)

Approved as to form:

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

Attachment 1



PUBLIC WORKS City of Belton – Public Works Task Agreement

Contract:

Ordinance or Resolution:	Task Agreement No:	Funding Amount: Date of Schedule of Hourly Rates and Expenses: Purchase Order No:
--------------------------	--------------------	--

Project Title:

Contractor/Consultant (including subs):	Division and Staff Project Manager:
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Project Management Manual reviewed:	Attachments (Gantt Chart, etc.):
-------------------------------------	----------------------------------

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

Staff Signatures		Partner Signatures	
Director of Public Works: Jeff Fisher	City Manager: Ron Trivitt	Project Manager:	Company Principal (if different):
Signature: _____	Signature: _____	Signature: _____	Signature: _____
Date: _____	Date: _____	Date: _____	Date: _____

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 effective on the _____ day of _____, 20____.

Attach scope of work, budget, and other supporting material.

Attachment 2

Professional Services Performance Appraisal

The following is a summary of scope or work related information, and a list of values and performance measures that the City believes important to the relationship between community, staff and the professional service providers. These measures will be utilized annually to initiate discussion for improvement necessary to provide great service to the community. It may also be the basis for termination of existing contracts if deemed in the best interest of the City.

Professional: _____ Date: _____

What type of activities was this provider responsible for? (circle all that apply)

Design	Construction	Property Acquisition	Conceptual Problem Solving	Surveying
Transportation	Planning	Water	Wastewater	Stormwater

Was the work completed on schedule, according to scope and under budget?
If not, why? Was it due to the service provider and how?

On a scale of 1 – 5, 5 being the best, rate the following and provide comments for each.

Quality of work:

Comments:

Responsiveness:

Comments:

Customer Service (community):

Comments:

Communication:

Comments:

Cooperation with others:

Comments:

Creativity/Innovation:

Comments:

Overall Performance:

January 1, 2016

Hourly Rates for Professional Architectural Services, per hour for 2016 - 2018

<u>Description</u>	Hourly Rate per Year		
	<u>2016</u>	<u>2017</u>	<u>2018</u>
Principal Architect	\$150	\$150	\$155
Project Manager	\$130	\$130	\$130
Project Architect	\$110	\$110	\$115
Architectural Designer	\$100	\$100	\$100
Technician	\$80	\$80	\$80
Administrative Specialist	\$60	\$60	\$60

January 1, 2016

Exhibit "A" Prevailing Reimbursable Expenses

<u>Description</u>	<u>Rate</u>
In-House Reproduction Charges:	
8 1/2" x 11" Black & White (B&W) 24# Paper	\$ 0.15
8 1/2" x 11" Color 24# Paper	\$ 1.30
8 1/2" x 11" Color 32# Paper	\$ 1.75
12" x 18" B&W 20# Paper	\$ 0.55
12" x 18" Color 20# Paper	\$ 7.50
15" x 21" B&W 20# Bond Paper	\$ 0.67
18" x 24" B&W 20# Bond Paper	\$ 0.75
18" x 24" Color 27# Bond Paper	\$10.00
24" x 36" B&W 20# Bond Paper	\$ 1.00
24" x 36" Color 27# Bond Paper	\$12.00
30" x 42" B&W 20# Bond Paper	\$ 1.50
30" x 42" Color 27# Bond Paper	\$17.50
36" x 48" B&W 20# Bond Paper	\$ 2.00
36" x 48" Color 27# Bond Paper	\$24.00

Rates include binding, stapling, collating, and maintenance, etc.
Shipping and handling charges are not included.

Mounting Plots/Paper to Foam Core 24"x36" or smaller	\$18.00
Mounting Plots/Paper to Foam Core 30"x42" or larger	\$28.00
Rate includes labor and materials	

Mileage (rate per mile) Prevailing Government Rate,
\$ 0.54 as of 01/01/2016

All other reimbursables will be reimbursed at a rate billed to incite Design Studio. Such reimbursables include:

Air Fare, Automobile Rental, Other Means of Transportation, Parking and Tolls, Meals, Lodging, Postage and Delivery Charges, Long Distance Telephone Calls, Materials and Supplies, Models, Renderings, and Presentation Materials, Photography (digital, film, typeset, etc.), Codes and Ordinances, Legal Consultation and Fees, Consultants and Sub-consultants.

Reimbursable Expenses will be invoiced at cost. Consultants and Sub-consultants will be reimbursed at the rate billed to incite Design Studio. These expenses are subject to change at any time.

Once reviewed, please initial below:

Owner: _____ Architect: _____
Date: _____ Date: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/03/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Holmes Murphy-Kansas 6300 W. 143rd Street Suite 200 PC/Prof. Liability-Kansas City Overland Park, KS 66223	CONTACT NAME: Monica Wilks PHONE (A/C, No, Ext): 913 660-1220 E-MAIL ADDRESS: mwilks@holmesmurphy.com	FAX (A/C, No): 866 501-3940
	INSURER(S) AFFORDING COVERAGE	
INSURED Incite Design Studio, LLC 110 W. 18th St. Kansas City, MO 64108	INSURER A : Hartford Underwriters Insurance	
	INSURER B : Wesco Insurance Company	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			91WECBX6353	03/01/2016	03/01/2017	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	Professional Liability			ARA125562800	09/19/2015	09/19/2016	\$1,000,000 per claim \$2,000,000 annl aggr

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER **CANCELLATION**

City of Belton, Missouri Public Works Department 520 Main Street Belton, MO 64012	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Karen Boyer</i>
--	---



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/04/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 	Don Kersten, Agent 5771 NE Antioch Road Gladstone, MO 64119	CONTACT NAME: Jacque PHONE (A/C, No, Ext): 816-454-5000 E-MAIL ADDRESS: FAX (A/C, No): 816-454-9428	INSURER(S) AFFORDING COVERAGE INSURER A: State Farm Fire and Casualty Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 25143
	INSURED Incite Design Studio LLC 110 W 18th Street Kansas City, MO 64108-1221			

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
X	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR			95-CB-G018-2	01/20/2016 01/20/2016	04/09/2017 04/09/2017	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/POP AGG \$ OTHER \$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTIONS OCCUR CLAIMS-MADE						EACH OCCURRENCE \$ AGGREGATE \$ OTHER \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input type="checkbox"/> N/A				PER STATUTE / OTHER \$ E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYED \$ E L DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER City of Belton, Missouri Public Works Department 520 Main Street Belton, MO 64102	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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VEHICLE OR EQUIPMENT CERTIFICATE OF INSURANCE

DATE (MM/DD/YYYY)
03/23/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

This form is used to report coverages provided to a single specific vehicle or equipment. Do not use this form to report liability coverage provided to multiple vehicles under a single policy. Use ACORD 25 for that purpose.

PRODUCER  State Farm Don Kersten 5771 NE Antioch Road Gladstone, MO 64119		CONTACT NAME: Jacque PHONE (A/C, No, Ext): 816-454-5000 E-MAIL ADDRESS: jacque@donkersten.com PRODUCER CUSTOMER ID #:		FAX (A/C, No): 816-454-9428
INSURED Brian & Jaclynne Foxworthy 9600 NW 78th Street Weatherby Lake, MO 6415-2101		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: State Farm Mutual Automobile Insurance Company		25178
		INSURER B:		
		INSURER C:		
		INSURER D:		
		INSURER E:		

DESCRIPTION OF VEHICLE OR EQUIPMENT

YEAR	MAKE / MANUFACTURER	MODEL	BODY TYPE	VEHICLE IDENTIFICATION NUMBER
2014	Honda	Accord	4dr	1HGCR2F50EA014856
DESCRIPTION			VEHICLE/EQUIPMENT VALUE	SERIAL NUMBER
			\$	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICY(IES) OF INSURANCE LISTED BELOW HAS/HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD(S) INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICY(IES) DESCRIBED HEREIN IS/ARE SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICY(IES).

NSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS			
	<input checked="" type="checkbox"/>	VEHICLE LIABILITY	269 8798-D03-25A	03/23/2016	10/03/2016	COMBINED SINGLE LIMIT	\$		
						BODILY INJURY (Per person)	\$ 1,000,000		
						BODILY INJURY (Per accident)	\$ 1,000,000		
						PROPERTY DAMAGE	\$ 1,000,000		
		GENERAL LIABILITY				EACH OCCURENCE	\$		
		<input type="checkbox"/> OCCURRENCE				GENERAL AGGREGATE	\$		
		<input type="checkbox"/> CLAIMS MADE					\$		
INSR LTR	LOSS PAYEE	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS / DEDUCTIBLE			
		<input checked="" type="checkbox"/> VEH COLLISION LOSS	269 8798-D03-25A	03/23/2016	10/03/2016	<input type="checkbox"/> ACV	<input type="checkbox"/> AGREED AMT	\$	LIMIT
						<input type="checkbox"/> STATED AMT	\$ 250	DED	
		<input checked="" type="checkbox"/> VEH COMP <input type="checkbox"/> VEH OTC	269 8798-D03-25A	03/23/2016	10/03/2016	<input type="checkbox"/> ACV	<input type="checkbox"/> AGREED AMT	\$	LIMIT
						<input type="checkbox"/> STATED AMT	\$ 100	DED	
		EQUIPMENT				<input type="checkbox"/> ACV	<input type="checkbox"/> AGREED AMT	\$	LIMIT
		<input type="checkbox"/> BASIC <input type="checkbox"/> BROAD				<input type="checkbox"/> RC	<input type="checkbox"/> STATED AMT	\$	DED
		<input type="checkbox"/> SPECIAL							
		<input checked="" type="checkbox"/> Uninsured & Under	269 8798-D03-25A	03/23/2016	10/03/2016			\$1,000,000 each	

REMARKS (INCLUDING SPECIAL CONDITIONS / OTHER COVERAGES) (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

ADDITIONAL INTEREST

CANCELLATION

Select one of the following:

- The additional interest described below has been added to the policy(ies) listed herein by policy number(s).
 A request has been submitted to add the additional interest described below to the policy(ies) listed herein by policy number(s).

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

VEHICLE / EQUIPMENT INTEREST:	<input type="checkbox"/> LEASED	<input type="checkbox"/> FINANCED	DESCRIPTION OF THE ADDITIONAL INTEREST
NAME AND ADDRESS OF ADDITIONAL INTEREST City of Belton, Missouri Public Works Department 520 Main Street	<input type="checkbox"/> ADDITIONAL INSURED <input type="checkbox"/> LENDER'S LOSS PAYEE	<input type="checkbox"/> LOSS PAYEE <input checked="" type="checkbox"/> Certificate Holder	LOAN / LEASE NUMBER

Attachment 5

Affidavit of Enrollment in Federal Work Authorization Program

Comes now Brian S. Foxworthy (Name) as President (Position Held) first being duly sworn, on my oath, affirm incite Design Studio, LLC (Company Name) is enrolled and will continue to participate in a federal work authorization program in respect to employees that will work in connection with the contracted services related to the On-Call Professional Services Agreement for the duration of the Agreement, if awarded in accordance with RSMo Chapter 285.530 (2).

I also affirm that incite Design Studio, LLC (Company Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services related to the On-Call Professional Services Agreement for the duration of the Agreement, if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under Section 575.040, RSMo).


Signature (Person with Authority)

Brian S. Foxworthy
Printed Name

President
Title (Person with Authority)

March 3, 2016
Date

Subscribed and sworn to me before this 3 day of March, 2016. I am commissioned, and affix my official seal, as a notary public within the County of Jackson State of Missouri, and my commission expires on 11/15/19 2019.


Signature of Notary
(Affix Seal)

3/3/16
Date

SUSAN K. KAHLER
Notary Public - Notary Seal
STATE OF MISSOURI
Jackson County
My Commission Expires Nov. 15, 2019
Commission # 11268287

SECTION V
E

AN ORDINANCE OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH WILSON & COMPANY, ENGINEERS & ARCHITECTS TO COMPLETE ENGINEERING AND DESIGN SERVICES FOR THE 155TH STREET SANITARY SEWER PROJECT AT A NOT-TO-EXCEED COST OF \$20,373.

WHEREAS, on June 10, 2014 City Council approved a Design Professional Service Agreement with Wilson & Company for the 155th Street Widening Project per Ordinance No. 2014-4003 ; and

WHEREAS, on April 28, 2015 City Council approved Supplemental Agreement No. 1 with Wilson & Company to complete engineering services for the 155th Street Widening Project per Resolution 2015-21; and

WHEREAS, design is still underway for the 155th Street Widening Project. In past public meetings, staff received questions from citizens about the possibility of constructing public sewer for about 10 property owners who currently have septic systems. At this time, it is advantageous of the public and the affected property owners to include and construct public sanitary sewer concurrently with the 155th Street Widening Project; and

WHEREAS, on March 29, 2016, staff members met with four property owners along 155th Street who would be affected by the construction of the public sanitary sewer. The four property owners were in support of the project; and

WHEREAS, staff recommends that the City of Belton authorize and approve professional services agreement with Wilson & Company, Engineers & Architects to complete engineering and design services for the 155th Street Sanitary Sewer Project at a not-to-exceed cost of \$20,373 as set forth in **Exhibit A** attached hereto and made part hereof as fully as if set forth herein verbatim.

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

- SECTION 1. That this ordinance authorizing and approving a professional services agreement with Wilson & Company, Engineers & Architects to complete engineering and design services for the 155th Street Sanitary Sewer Project at a not-to-exceed cost of \$20,373 is hereby approved for purposes described above.
- SECTION 2. This ordinance shall take effect and be in full force from and after its passage and approval.
- SECTION 4. That all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

READ FOR THE FIRST TIME: April 12, 2016

READ FOR THE SECOND TIME AND PASSED:

Mayor Jeff Davis

Approved this _____ day of _____, 2016.

Mayor Jeff Davis

ATTEST:

Patricia Ledford, City Clerk
City of Belton, Missouri

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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the _____ day of _____, 2016, and thereafter adopted as Ordinance No. 2016-_____ of the City of Belton, Missouri, at a regular meeting of the City Council held on the _____ day of _____, 2016, after the second reading thereof by the following vote, to-wit:

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

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



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: April 12, 2016

DIVISION: Engineering

COUNCIL: Regular Meeting Work Session Special Session

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

ISSUE/RECOMMENDATION:

At the March 1, 2016 City Council Work Session, staff proposed constructing public sanitary sewer for property owners along 155th Street who currently have septic systems. Since that meeting, staff has met with the four property owners along 155th Street to discuss the project and they were all in support of the sanitary sewer project.

Wilson & Company, Engineers & Architects, currently under contract with the City for the engineering and design of the 155th Street Improvements Project, has provided a proposal totaling at \$20,373.00 for engineering and design necessary for the sanitary sewer project. The preliminary estimate for the project is \$148,000.

Although staff originally reported a figure of \$232,000 as an available balance of the sanitary sewer impact fee revenues, it has been determined that the Little Blue Valley Basin where this project is located, currently has an available balance of \$92,632.00. There are three other basins identified in the code- Belton, KCMO and Johnson County KS. Now that staff understands how much each basin has available, steps are being taken to prioritize the components of the project and meet the most immediate objective of this sewer project- address the septic systems on the properties that front 155th Street so the road project can stay on schedule.

Once design is complete and an engineer's estimate is in hand, staff proposes the Wastewater Enterprise Fund loan the Sewer Impact Fee fund the money to complete the project, and to reimburse the enterprise fund as development occurs that generates impact fees. Considering that the basin includes the commercial area around 58 Hwy and 163rd Street, the full reimbursement should not take long and there are no known projects that will need impact fee funds in the near term.

PROPOSED CITY COUNCIL MOTION:

At the April 12, 2016 City Council Regular Session, authorize and approve both reads of a Professional Services Agreement with Wilson & Company, Engineers & Architects, to complete engineering and design services for the 155th Street Sanitary Sewer Project at a not-to-exceed cost of \$20,373.00.

BACKGROUND:

In public meetings for the 155th Street Improvements Project, staff received questions from citizens about the possibility of constructing public sewer for about 10 property owners who currently have septic systems. At that point staff agreed that it should be considered for inclusion in future Capital Improvement Programs.

As design and property acquisition for the 155th Street improvements has progressed, staff has determined that constructing a gravity sewer system to these properties before the street improvement project is best and timely. There are 3-4 properties with septic systems that are adjacent to the street improvement project. This negatively affects the location of the new waterline, forcing it under the street. The septic systems could be modified or moved so the waterline can be parallel to the street instead of under it, but modifying the septic systems presents many challenges that make expediting the public sewer project the best solution now.

IMPACT/ANALYSIS:

FINANCIAL IMPACT

Contractor:	Wilson & Company	
Amount of Request/Contract:	\$	20,373.00
Amount Budgeted:	\$	\$92,632 available
Funding Source:	Sewer Impact Fee Fund	
Additional Funds:	\$	\$55,368
Funding Source:	Wastewater Enterprise Fund Loan	
Encumbered:	\$	N/A
Funds Remaining:	\$	N/A

STAFF RECOMMENDATION, ACTION, AND DATE:

At the April 12, 2016 City Council Regular Session, authorize and approve both reads of a Professional Services Agreement with Wilson & Company, Engineers & Architects, to complete engineering and design services for the 155th Street Sanitary Sewer Project at a not-to-exceed cost of \$20,373.00.

LIST OF REFERENCE DOCUMENTS ATTACHED:

- Ordinance
- Agreement



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

PROFESSIONAL SERVICES AGREEMENT

THIS Agreement ("Agreement") is by and between the City of Belton, Missouri, a constitutional charter City ("CITY"), and Wilson & Company, Inc., Engineers & Architects, a _____, authorized to conduct business in Missouri and located at _____ ("PROFESSIONAL"; CITY and PROFESSIONAL each a "Party", and collectively the "Parties").

NOW, THEREFORE, in consideration of the payments and mutual agreements contained in this Agreement, City and Professional agree as follows:

PART I – SPECIAL TERMS AND CONDITIONS

Sec. 1.01 Professional Services.

Professional shall provide engineering and design services as described in EXHIBIT A – Scope of Services.

Professional Services provider (Professional) shall be prepared to provide the services in a timely and comprehensive manner.

Sec. 1.02 Tasks and Responsibilities to be performed by Professional.

- A. Tasks and responsibilities to be performed by Professional are as described in EXHIBIT A – Scope of Services.
- B. City shall have the right to inspect and review the work being done and to consult with Professional at any reasonable time. Conferences will be held at the request of City or Professional.
- C. If it is determined to be in the best interest of the work, Professional shall replace the project manager or any other employee of the Professional, Subcontractors, Suppliers or other persons or organizations performing or furnishing any of the work on an assignment upon written request by the Owner.
- D. The City's Standard Terms and Conditions as set forth in Part II herein, shall be furnished to the Professional prior to signing this Agreement. If the Standard Terms and Conditions are modified, City will notify the Professional.

- E. Professional shall notify the City if Professional encounters or learns of any unforeseen change in condition or constituents of concern related to the project.

Sec. 1.03 Tasks and Responsibilities to be performed by City.

City shall:

- A. Pay Professional pursuant to provisions in Section 1.05 Compensation and Reimbursables.
- B. Make available to Professional all existing records, maps, plans, and other data possessed by City when such are necessary, advisable, or helpful to Professional in the completion of the work under this Agreement.
- C. Designate in writing a person to act as City representative with respect to the work to be performed under this Agreement; with such person having complete authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to the materials, equipment elements and systems pertinent to the work covered by this Agreement, and the responsibility to be available to inspect and review the work and to consult with Professional at any reasonable time.
- D. Provide standard City forms as required.
- E. Provide access to the City's Geographical Information System (GIS) Data for the length of this Agreement.

Sec. 1.04 Term of Agreement.

Unless sooner terminated as provided herein this Agreement shall remain in force for a period of one (1) year.

Sec. 1.05 Compensation and Reimbursables.

- A. The maximum amount that City shall pay the Professional under this Agreement shall be in accordance with **ATTACHMENT A – Fee Estimate**.
 - a. A schedule of expenses and position classifications and the salary range for each expense and position of the Professional, including the approved subcontractors of the Professional, is included as a part of **ATTACHMENT A – Fee Estimate**.
 - b. Actual reasonable expenses incurred by the Professional directly related to the Professional's performance under this Agreement, to include only the following, in an amount of actual costs. The following are the reimbursable expenses that City has approved:
 - i. Printing, Plotting, Copying, Mailings (actual costs)
 - ii. Newspaper Advertising (actual costs)
 - iii. Mileage (current IRS rate per mile)
 - iv. Geotechnical Services (actual costs)
 - v. Rental of special equipment

- c. City is not liable for any obligation incurred by the Professional except as approved under the provisions of this Agreement.
- d. Project-related federal, state and local permit costs will be paid for directly by the City.

B. Method of Payment.

- a. Professional shall invoice City monthly setting forth the total effort expended on an hourly basis and all actual reasonable expenses incurred and allowed under this Agreement. In addition, a cover letter, with a brief statement describing the work performed under each invoice, shall accompany each invoice. City, upon approving the invoice(s), shall remit payment.

C. Condition Precedent to Payment.

- a. It shall be a condition precedent to payment of any invoice from the Professional that the Professional is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Agreement. If damages are sustained by City as a result of breach or default by the Professional, City may withhold payment(s) to the Professional for the purpose of set off until such time as the exact amount of damages due City from the Professional may be determined, and
- b. No request for payment will be processed unless the request is in proper form, correctly computed, and is approved as payable under the provisions of this Agreement. City is not liable for any obligation incurred by the Professional except as approved under the provisions of this Agreement.

Sec. 1.06 Notices.

All notices required by this Agreement shall be in writing sent by regular U.S. mail, postage prepaid, or commercial overnight courier to the following:

CITY:

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

AND

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

AND

Megan McGuire, City Attorney, 506 Main Street, Belton, MO 64012

PROFESSIONAL:

All notices are effective on the date mailed, deposited with courier, or emailed.

Sec. 1.07 Merger.

This Agreement consists of Part I, Special Terms and Conditions and any Attachments and any documents incorporated by reference; and Part II, Standard Terms and Conditions. This Agreement, including any attachments, exhibits and incorporated documents, constitutes the entire agreement between City and the Professional with respect to this subject matter.

Sec. 1.08 Conflict Between Agreement Parts.

In the event of any conflict or ambiguity between the Special Terms and Conditions of Part I, the Standard Terms and Conditions of Part II of this Agreement, Part I will be controlling.

Sec. 1.09 Attachments to Agreement.

The following documents are Attachments to this Agreement and are attached hereto and incorporated herein by this reference:

- EXHIBIT A – Scope of Services
- ATTACHMENT A – Fee Estimate
- Certificate of Insurance
- Affidavit of Enrollment if Federal Work Authorization Program and E-Verify MOU

Sec. 1.10 Subcontracting.

Professional is hereby authorized to subcontract on a limited basis subject to a City review and approval on a case-by-case basis of Professional's proposed subcontractor.

- A. This Agreement, in its entirety herein, shall be included with any agreement between the Professional and the subcontractor.
- B. Subcontractors are subject to the same insurance coverage limits and time frames as the Professional.

PART II – STANDARD TERMS AND CONDITIONS

Sec. 2.01 General Indemnification.

Professional 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 Professional, its employees, agents, or subcontractors, or caused by others for whom Professional is liable, regardless of whether or not caused in part by any act or omission of City, its agencies, officials, officers, or employees. Nothing in this section shall apply to indemnification for professional negligence which is specified in a separate provision of this Agreement. Professional's obligations under this section with respect to indemnification for acts or omissions of City, its agencies, officials, officers, or employees shall be limited to the coverage and limits of General (not Professional) Liability insurance that Professional is required to procure and maintain under this Agreement.

Sec. 2.02 Indemnification for Professional Negligence.

Professional 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, to the extent arising from the negligent acts or omissions in connection with this Agreement, caused by Professional, its employees, agents, subconsultants, or caused by others for whom Professional is liable, in the performance of professional services under this Agreement. Professional is not obligated under this section to indemnify City for the negligent acts of City or any of its agencies, officials, officers, or employees.

Sec. 2.03 Insurance.

A. Professional shall procure and maintain in effect throughout the duration of this Agreement, and for a period of two (2) years thereafter, 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, Professional shall supply such insurance, if available, at City's cost. Policies containing a Self-Insured Retention are unacceptable to City.

- a. Commercial General Liability Insurance: with limits of \$2,500,000 per occurrence and \$2,500,000 aggregate, written on an "occurrence" basis. The policy shall be written or endorsed to include the following provisions:
 - i. Severability of Interests Coverage applying to Additional Insureds
 - ii. Contractual Liability
 - iii. Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be \$2,500,000

- iv. No Contractual Liability Limitation Endorsement
- v. Additional Insured Endorsement, ISO form CG20 10, current edition, or its equivalent

- b. Workers' Compensation Insurance: as required by statute, including Employers Liability with limits of:

- Workers Compensation Statutory
- Employers Liability
- \$100,000 accident with limits of:
- \$500,000 disease-policy limit
- \$100,000 disease-each employee

- c. Commercial Automobile Liability Insurance: with a limit of \$2,500,000 per occurrence, covering owned, hired, and non-owned automobiles. Coverage provided shall be written on an "occurrence" basis. The insurance will be written on a Commercial Business Auto form, or an acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with the Agreement, by Professional.

- d. Professional Liability Insurance: with limits Per Claim/Annual Aggregate according to the following schedule:

Professional's Minimum	Fee Minimum Limits
Less than \$25,000	\$100,000
\$25,000 or more, but less than \$50,000	\$500,000
\$50,000 or more	\$1,000,000

- 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 Commercial General and Automobile Liability Insurance 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. Professional shall provide to City at execution of this Agreement a certificate of insurance showing all required endorsements and additional insureds. The certificate shall be on the City form furnished in the attachment or its equivalent.
- 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 Professional to maintain the required insurance coverage in force at all times; its failure to do so will not relieve it of any contractual obligation or responsibility. In the event of Professional's failure to maintain the

required insurance in effect, City may order Professional 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.

Sec. 2.04 Design Standards and Endorsement.

- A. Except as otherwise directed in writing by City, Professional shall use applicable design standards, in effect as of the date of services rendered, that are required by federal, state, local laws or codes or such standards recognized and used in the industry that are in effect as of the date of services rendered in the performance of services under this Agreement. In the development of any design under this Agreement, Professional shall comply with all applicable provisions of the Americans with Disabilities Act, Public Law 101-336 as well as 28 CFR parts 35 and 36 and 29 CFR part 1630, as applicable and as amended from time to time, and shall comply with the City's Buy American policy. Professional shall notify and explain to City any applicable exceptions under these acts. The City acknowledges that the requirements of the Americans with Disabilities Act, Fair Housing Act and other federal, state and local accessibility laws, rules, codes, ordinances and regulations will be subject to various and possibly contradictory interpretations. The Professional therefore, will use its reasonable professional efforts and judgment to interpret applicable accessibility requirements in effect as of the date of execution of this Agreement, submission to building authorities, or other appropriate date and as they apply to the Project. The Professional, however, cannot and does not warrant or guarantee that the City's Project will comply with all interpretations of the accessibility requirements and/or the requirements of the federal, state and local laws, rules, codes, ordinances and regulations as they apply to the Project.
- B. Professional shall endorse all plans and specifications, or estimates, and engineering data furnished under this Agreement if prepared by Professional. All Professional's subconsultants as appropriate shall endorse their respective plans and specifications, or estimates, and engineering data furnished for the Plan or Project.
- C. Professional shall monitor quality assurance for their design services and shall revise the design and plans at their own expense in case of error or oversight in design by Professional.

Sec. 2.05 Copyright and Ownership of Documents.

- A. Professional shall deliver work products to the City that may include but are not limited to the following:
 - a. Property descriptions for right-of-way acquisition, including easements and exhibits;
 - b. Preliminary and final plans, reports, exhibits, models, renderings, and other information hard copy, electronic file, or any reproducible media as requested by the City;
 - c. Construction drawings in both a 24" x 36" format and a reduced 11" x 17" format, on paper and reproducible media as requested by the City;
 - d. Survey maps and placement of monuments as required by the City;

- e. As-built record drawings hard copy, electronic file, or any reproducible media as requested by the City;
- f. Project files, including permits, correspondence, memoranda, telephone logs, inspection reports, and testing results;
- g. Land use permit applications; and
- h. Complete permit applications from other agencies.

Survey notes, diaries, sketches, charts, computations and other data shall be made available upon request by City without restriction or limitation of their use. There shall be no legal limitations upon City in the subsequent use of the documents or ideas developed in the documents. In the event that any of the documents are reused by City, the nameplates or other identification to the Professional will be removed and the Professional will be released of subsequent liabilities. In the event that any of the design drawings are reused or modified by City, the name plates or other identification to the Professional will be removed.

Professional shall maintain all its books, documents, and records relating to this Agreement during the Agreement period and for ten (10) years after the date of final payment.

- B. Professional shall on its behalf and on behalf of its employees and agents, promptly communicate and disclose to City all computer programs, documentation, software and other copyrightable works and all discoveries, improvements and inventions conceived, reduced to practice or made by Professional or its agents, whether solely or jointly with others, during the term of this Agreement resulting from or related to any work Professional or its agents may do on behalf of City or at its request. All inventions and copyrightable works that Professional is obligated to disclose shall be and remain entirely the property of City. It is agreed that all inventions and copyrightable works are works made for hire and shall be the exclusive property of City. Professional hereby assigns to City any rights it may have in such copyrightable works. Professional shall cooperate with City in obtaining any copyrights or patents.

Sec. 2.06 Governing Law.

This Agreement shall be construed and governed in accordance with the law of the State of Missouri. The parties submit to the jurisdiction of the courts of the State of Missouri and waive venue.

Sec. 2.07 Compliance with Laws.

Professional shall comply with all federal, state and local laws, ordinances and regulations applicable to the work and this Agreement and in effect as of the date of Services rendered.

Sec. 2.08 Termination.

- A. The obligation to provide further services under this Agreement may be terminated for cause by either party upon 30 days written notices in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
- B. The obligation to provide further services under this Agreement may be terminated for convenience; City may, at any time upon ten (10) days' notice to Professional specifying the

effective date of termination, terminate this Agreement, in whole or in part. If this Agreement is terminated by City, City shall be liable only for payment for services rendered before the effective date of termination. Professional shall prepare an accounting of the services performed and money spent by Professional up to the effective date of termination and shall return to City any remaining sums within thirty (30) days of such date.

- a. If this Agreement is terminated prior to Professional's completion of services, all work or materials prepared or obtained by Professional pursuant to this Agreement shall become City's property. The professional shall be held harmless for any reuse or modification of its documents by the City.
- b. If this Agreement is terminated prior to Professional's completion of the services to be performed hereunder, Professional shall return to City any sums paid in advance by City for services that would otherwise have had to be rendered between the effective date of termination and the original ending date of the Agreement. Professional shall prepare an accounting of the services performed and money spent by Professional up to the effective date of termination and shall return to City any remaining sums within thirty (30) days of such date.

Sec. 2.09 Dispute Resolution.

- A. City and Professional agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of the Mediation Provision or other provisions of this Agreement, or exercising their rights at law.
- B. If the Parties fail to resolve a dispute through negotiation under Sec. 2.09A, then either or both may invoke in the procedures of the Mediation Provision. If the Mediation Provision is not included, or if no dispute resolution method specified in the Mediation Provision, then the Parties may exercise their rights at law.
- C. **Mediation Provision:** City and Professional agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation by the Mediator. City and Professional agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

Sec. 2.10 Default and Remedies.

If Professional shall be in default or breach of any provision of this Agreement, City may terminate this Agreement, suspend City's performance, withhold payment or invoke any other legal or equitable remedy after giving Professional notice and opportunity to correct such default or breach.

Sec. 2.11 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 Professional to which the same may apply and, until complete performance by Professional 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.

Sec. 2.12 Acceptance.

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.

Sec. 2.13 Modification.

Unless stated otherwise in this Agreement, no provision of this Agreement may be waived, modified or amended except in writing signed by City.

Sec. 2.14 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.

Sec. 2.15 Severability of Provisions.

Except as specifically provided in this Agreement, all of the provisions of this Agreement shall be severable. In the event that any provision of this Agreement is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this Agreement shall be valid unless the court finds that the valid provisions of this Agreement are so essentially and inseparably connected with and so dependent upon the invalid provision(s) that it cannot be presumed that the parties to this Agreement could have included the valid provisions without the invalid provision(s); or unless the court finds that the valid provisions, standing alone, are incapable of being performed in accordance with the intentions of the parties.

Sec. 2.16 Audit.

- A. The City Auditor, the City's Finance Director and the City department administering this Agreement shall have the right to audit this Agreement and all books, documents and records relating thereto.

- B. Professional shall maintain all its books, documents and records relating to this Agreement during the Agreement period and for three (3) years after the date of final payment.
- C. The books, documents and records of Professional in connection with this Agreement shall be made available to the City Auditor, the City's Finance Director and the City department administering this Agreement within ten (10) days after the written request is made.

Sec. 2.17 Tax Compliance.

If applicable, Professional shall provide proof of compliance with the City's tax ordinances as a precondition to the City making the first payment under this Agreement. If Professional performs work on an Agreement that is for a term longer than one year, the Professional also shall submit to the city proof of compliance with the City's tax ordinances as a condition precedent to the city making final payment under the Agreement.

Sec. 2.18 Federal Work Authorization Program Compliance.

As a condition to an award of a contract greater than \$5,000.00, Professional shall enroll in or be enrolled in a Federal Work Authorization Program. Professional shall deliver to the City an Affidavit of Enrollment in a Federal Work Authorization Program, stating the Professional is enrolled and participates in a federal work authorization program with respect to the employees working in connection with the contracted services and Professional does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

Sec. 2.19 Assignability or Subcontracting.

Neither party shall assign or transfer any part or all of its interest without the other party's prior approval. If Professional shall subcontract, or transfer any part of Professional's obligations under this Agreement without the prior approval of City, it shall constitute a material breach of this Agreement.

Sec. 2.20 Conflicts of Interest.

Professional 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 Professional in this Agreement.

Sec. 2.21 Buy American Preference.

It is the policy of the City that any manufactured goods or commodities used or supplied in the performance of any City Agreement or any subcontract thereto shall be manufactured or produced in the United States whenever possible.

SIGNATURE PAGE FOR AGREEMENT BETWEEN CITY OF BELTON, MISSOURI AND

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

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

Executed by Professional this _____ day of _____, 20____.

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

BELTON, MISSOURI

Address and facsimile number of City
Department:

Public Works Department

City Hall Annex

520 Main Street

Belton, MO 64012

PROFESSIONAL

Name, address and facsimile number of
Professional:

By: _____

By: _____

Printed Name: Jeff Davis

Printed Name: _____

Title: Mayor

Title: _____

Attested By: _____

Attested By: _____

Printed Name: Patti Ledford

Printed Name: _____

Title: City Clerk
(Affix City Seal)

Title: _____
(Affix Corporate Seal, if applicable)

Approved as to form:

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

EXHIBIT A

Scope of Services 155th Street Sanitary Sewer Extension

Project Background

The Project consists of design professional services for the installation of an approximate 1,000 feet of 8-inch PVC sanitary sewer main. The proposed sanitary sewer alignment will tie into the existing system at White Avenue and extend west along 155th Street to Valley Road. At each side road an 8-inch main will be installed to the last house for future connections. The sewer will be located in a 15' private easement adjacent to the existing right-of-way.

The survey obtained for the 155th Street roadway improvement project will be utilized for the design of the sewer extension. Limited survey will be required to identify the existing septic systems.

Detailed Scope of Services

A. Preliminary Plan Development

1. The Consultant's design team will attend a project kick-off meeting at Belton City Hall the proposed sanitary sewer alignment. During the meeting the team will also review/approve the design criteria, the project schedule, and specific design issues (alignment, service connections, property impacts, etc.). The Consultant will prepare a conceptual alignment drawing for the meeting. It is anticipated that this meeting will take approximately two (2) hours to complete.
2. The Consultant will meet with each property owner that will be connected to the new system. The meeting will be at their home to discuss the location of their existing septic tank and the proposed route for the new service connection. The Consultant will mark and survey the existing system to be included in the existing conditions basemap. It is anticipated that all property owner meetings will occur on the same day.
3. The Consultant will develop a Preliminary horizontal and vertical alignment of the proposed sanitary sewer main based on the kick-off meeting and the meetings with each property owner. The plans will identify the location and width of the proposed permanent/temporary easements required.
4. The Consultant will revise the 155th Street water main relocation design and plans based on the proposed sanitary sewer extension. The water main is currently under the pavement of 155th Street between Valley Road and Startimes Drive. The water main will be moved out of the roadway and under the sidewalk.
5. The following plan sheets will be prepared for the Sanitary Sewer Extension Preliminary Plan submittal.
 - Title Sheet
 - General Layout Sheet
 - Control and Reference Ties Sheet
 - Demolition Plan Sheets (Existing Septic Tanks)
 - Plan and Profile Sheets
 - Miscellaneous Detail Sheets
 - Summary of Quantities
6. The Consultant will prepare an Opinion of Probable Construction Cost using recent bid tabs for the Belton area.
7. Provide internal quality control review of plan submittal to the City.
8. The Preliminary Plan submittal to the City for review will include a PDF copy of the project plans and an opinion of probable cost.

B. Final Plan Development

1. Based on the comments received from the City during the Preliminary Plan review, the Consultant will revise the alignment. A written list of the comments will be assembled into a single document and distributed to the team members for their use during the Final Plan development phase.
2. The following plan sheets will be prepared for the Final Plan submittal.
 - Title Sheet
 - General Layout Sheet
 - Control and Reference Ties Sheet
 - Plan and Profile Sheets
 - Miscellaneous Detail Sheets
 - Summary of Quantities
3. The Consultant will update the Opinion of Probable Construction Cost.
4. Provide internal quality control review of plan submittal to City.
5. The Final Plan submittal to the City for review will include a PDF copy of the project plans and an opinion of probable cost.
6. The Consultant will update the plans based on the final review comments of the Final Plan submittal. The Bidding Plan submittal shall include a PDF copy of the project plans and final opinion of probable cost.

C. Easement Descriptions

1. The Consultant will prepare legal descriptions and exhibits for the permanent and temporary construction easements. Each legal description shall contain the following information:
 - Tract number
 - Address
 - Type of Taking
 - Area of Taking
 - Legal Description
 - L.S. Seal, with signature and date.

There are a total of four (4) properties impacted by the proposed improvements. It is estimated that eight (8) descriptions will be prepared.

2. Submit PDF sets of colored property tract maps and descriptions to the City for use in acquiring the easements. Efforts for major revisions due to land acquisition negotiations will be negotiated as Additional Services.

D. Post-Design Services

The Consultant will assist the City with the post-design services for the project. It is assumed that the City will be responsible for advertising the project, conducting the pre-bid meeting, and receiving the bids for the project. Construction observation will not be required by the Consultant. The City will provide the on-site inspection for the construction of the new sanitary sewer main.

1. The Consultant will respond to project questions from the City.
2. The Consultant will attend and conduct a pre-construction meeting to be held at City Hall. Meeting minutes will be provided by the Consultant and distributed to the attendees.
3. The Consultant will review and approve of shop drawings for conformance to the plans and specifications.

E. Construction Record Drawings

The Consultant will survey the project upon Final Completion and Acceptance by the City. The field survey information will include manhole locations, top elevations, and flowline elevations. The final plans will be modified to reflect the construction record information and submitted to the City. Deliverables will include GIS shape files, AutoCAD drawings, and a hard copy of the plans.

City Responsibilities

1. Provide the Consultant with copies of any plans, reports, and studies along the project area.
2. Notify all property owners along the project and other interested parties of any public meetings.
3. Obtain geotechnical borings at each manhole location.
4. Acquire all proposed right-of-way and easements, if required.
5. Obtain all necessary permits from State or Federal agencies.
6. Conduct the pre-bid meeting.

Items Not Included in the Scope of Services

1. Any work requested that is not included in the basic services will be classified as supplemental services. Supplementary services shall include, but are not limited to the following:
 - a. Changes in the scope, extent, or character of the project.
 - b. Revisions to the plans when inconsistent with previous approvals or instructions by the City.
 - c. Updating plans to reflect development that has occurred after the Final Plans are complete.
2. No environmental investigations, permits or services are included except as specifically identified.
3. The location of specific underground utilities that may be in conflict with the proposed improvements (a.k.a. potholing).
4. Preparation of any environmental clearance documents.

Project: 155th Street Sewer Extension
 By: JCKlaudt
 Date: February 29, 2016
 Client: Belton, MO
 Notes: Final Design

ATTACHMENT A
 FEE ESTIMATE WORKSHEET

**WILSON
& COMPANY**

TASK ID TASK	WORK TASK TITLE: LABOR COST:	TASK CODE CLASSIFICATION:				TOTAL HOURS	LABOR EFFORT	EXPENSE EFFORT	TOTAL FEE
		P5 Project Manager \$159.00	P2 Project Engineer \$92.50	PD2 CADD Designer \$78.00	FS5 Chief Surveyor \$95.00				
PHASE 1 - PRELIMINARY PLAN DEVELOPMENT									
1.1	Attend Project Kick-Off Meeting	2	4	2		8.00	\$ 844.00	\$ 24.00	\$ 868.00
1.2	Property Owner Meetings	4	4			14.00	\$ 1,576.00	\$ 177.50	\$ 1,753.50
1.3	Develop Horizontal and Vertical Alignment	2	16			18.00	\$ 1,798.00	\$ -	\$ 1,798.00
1.4	Revise 155th Street Water Main Plans	1	2	4		7.00	\$ 656.00	\$ -	\$ 656.00
1.5	Prepare Preliminary Sanitary Sewer Plans	4	16	16		36.00	\$ 3,364.00	\$ -	\$ 3,364.00
1.6	Prepare Construction Cost Estimate	1	2			3.00	\$ 344.00	\$ -	\$ 344.00
1.7	Quality Control Review	4				4.00	\$ 636.00	\$ -	\$ 636.00
1.8	Preliminary Plan Submittal		1			1.00	\$ 92.50	\$ -	\$ 92.50
	Subtotal	16	45	22	6	91.00	\$ 9,310.50	\$ 201.50	\$ 9,512.00
PHASE 2 - FINAL PLAN DEVELOPMENT									
2.1	Revise Preliminary Plans	2	4	8		14.00	\$ 1,312.00	\$ -	\$ 1,312.00
2.2	Prepare Final Plans	2	6	8		16.00	\$ 1,497.00	\$ -	\$ 1,497.00
2.3	Update Construction Cost Estimate		1			1.00	\$ 92.50	\$ -	\$ 92.50
2.4	Quality Control Review	2				2.00	\$ 318.00	\$ -	\$ 318.00
2.5	Final Plan Submittal		1			1.00	\$ 92.50	\$ -	\$ 92.50
2.6	Revise Final Plans and Submit Bid Documents	2	8	8		18.00	\$ 1,882.00	\$ -	\$ 1,882.00
	Subtotal	8	20	24	0	52.00	\$ 4,994.00	\$ -	\$ 4,994.00
PHASE 3 - EASEMENT DESCRIPTIONS									
3.1	Prepare Legal Descriptions and Exhibits			6	6	12.00	\$ 1,038.00	\$ -	\$ 1,038.00
3.2	Submit Tract Maps and Descriptions			1		1.00	\$ 78.00	\$ -	\$ 78.00
	Subtotal	0	0	7	6	13.00	\$ 1,116.00	\$ -	\$ 1,116.00
PHASE 4 - POST DESIGN SERVICES									
4.1	Answer Project Questions		2			2.00	\$ 185.00	\$ -	\$ 185.00
4.2	Attend Pre-Construction Meeting	2	4			6.00	\$ 888.00	\$ 24.00	\$ 712.00
4.3	Review Shop Drawings	1	4			5.00	\$ 529.00	\$ -	\$ 529.00
	Subtotal	3	10	0	0	13.00	\$ 1,402.00	\$ 24.00	\$ 1,426.00
PHASE 5 - CONSTRUCTION RECORD DRAWINGS									
5.1	Prepare Construction Record Drawings	1	4	24	8	37.00	\$ 3,161.00	\$ 164.00	\$ 3,325.00
	Subtotal	1	4	24	8	37.00	\$ 3,161.00	\$ 164.00	\$ 3,325.00
TOTALS		30	79	77	20	206.00	\$ 19,983.50	\$ 389.50	\$ 20,373.00

Project: 155th Street Sewer Extension
 By: JCKlaudi
 Date: February 29, 2016
 Client: Bellon, MO
 Notes: Final Design

**ATTACHMENT A
 ESTIMATED EXPENSES**



TASK I.D.	WORK TASK DESCRIPTION	EXPENSE UNIT: UNIT COST:	7010	7020	8010	Misc	1000	DIRECT EXPENSE SUBTOTAL	SUB EXPENSE SUBTOTAL	EXPENSE EFFORT TOTAL
			Passenger Vehicle Mile \$0.80	Survey Vehicle Mile \$0.95	GPS Equipment Day \$125.00	Misc Expenses Unit \$1.00	Terracon Each \$700.00			
PHASE 1 - PRELIMINARY PLAN DEVELOPMENT										
1.1	Attend Project Kick-Off Meeting		30.00					\$ 24.00	\$ -	\$ 24.00
1.2	Property Owner Meetings		30.00	30.00	1.00			\$ 177.50	\$ -	\$ 177.50
1.3	Develop Horizontal and Vertical Alignment							\$ -	\$ -	\$ -
1.4	Revise 155th Street Water Main Plans							\$ -	\$ -	\$ -
1.5	Prepare Preliminary Sanitary Sewer Plans							\$ -	\$ -	\$ -
1.6	Prepare Construction Cost Estimate							\$ -	\$ -	\$ -
1.7	Quality Control Review							\$ -	\$ -	\$ -
1.8	Preliminary Plan Submittal							\$ -	\$ -	\$ -
	Subtotal		60.00	30.00	1.00	0.00	0.00	\$ 201.50	\$ -	\$ 201.50
PHASE 2 - FINAL PLAN DEVELOPMENT										
2.1	Revise Preliminary Plans							\$ -	\$ -	\$ -
2.2	Prepare Final Plans							\$ -	\$ -	\$ -
2.3	Update Construction Cost Estimate							\$ -	\$ -	\$ -
2.4	Quality Control Review							\$ -	\$ -	\$ -
2.5	Final Plan Submittal							\$ -	\$ -	\$ -
2.6	Revise Final Plans and Submit Bid Documents							\$ -	\$ -	\$ -
	Subtotal		0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -
PHASE 3 - EASEMENT DESCRIPTIONS										
3.1	Prepare Legal Descriptions and Exhibits							\$ -	\$ -	\$ -
3.2	Submit Tract Maps and Descriptions							\$ -	\$ -	\$ -
	Subtotal		0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -
PHASE 4 - POST DESIGN SERVICES										
4.1	Answer Project Questions							\$ -	\$ -	\$ -
4.2	Attend Pre-Construction Meeting		30.00					\$ 24.00	\$ -	\$ 24.00
4.3	Review Shop Drawings							\$ -	\$ -	\$ -
	Subtotal		30.00	0.00	0.00	0.00	0.00	\$ 24.00	\$ -	\$ 24.00
PHASE 5 - CONSTRUCTION RECORD DRAWINGS										
5.1	Prepare Construction Record Drawings			30.00	1.00	10.50		\$ 164.00	\$ -	\$ 164.00
	Subtotal		0.00	30.00	1.00	10.50	0.00	\$ 164.00	\$ -	\$ 164.00
UNIT TOTALS			90.00	60.00	2.00	10.50	0.00			
EXPENSE TOTALS			\$72.00	\$57.00	\$250.00	\$10.50	\$0.00	\$389.50	\$0.00	\$389.50



Certificate of Insurance

Public Works Department
 520 Main Street
 Belton, Missouri 64012

NAME AND ADDRESS OF AGENCY	COMPANIES AFFORDING COVERAGES	
	COMPANY LETTER	A
NAME AND ADDRESS OF INSURED	COMPANY LETTER	B
	COMPANY LETTER	C
	COMPANY LETTER	D
	COMPANY LETTER	E

This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time.

COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATES	Limits of Liability in Thousands (000)		
					EACH OCCURRENCE	AGGREGATE
	General Liability <input type="checkbox"/> Comprehensive Form <input type="checkbox"/> Premises --Operations <input type="checkbox"/> Explosions and Collapse Hazard <input type="checkbox"/> Underground Hazard <input type="checkbox"/> Products/Completed Operations Hazard <input type="checkbox"/> Contractual Insurance <input type="checkbox"/> Broad Form Property Damage <input type="checkbox"/> Independent Contractors <input type="checkbox"/> Personal Injury			Bodily Injury	\$	\$
				Property Damage	\$	\$
				Bodily Injury Property Damage Combined	\$	\$
				Applies to Products/Completed Operations Hazard		\$ (Personal Injury)
	Auto Liability <input type="checkbox"/> Comprehensive Form <input type="checkbox"/> Owned <input type="checkbox"/> Hired <input type="checkbox"/> Non-Owned			Bodily Injury (Each Person)	\$	
				Bodily Injury (Each Occurrence)	\$	
				Property Damage	\$	
				Bodily Injury and Property Damage Combined	\$	
	Excess Liability <input type="checkbox"/> Umbrella Form <input type="checkbox"/> Other than Umbrella Form			Bodily Injury and Property Damage Combined	\$	\$
	Worker's Compensation and Employers' Liability Other			Statutory		
					\$	

The City of Belton, Missouri is named as an Additional Insured.

Location:	Description of Operations:

Cancellation: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will mail _____ days written notice to the below named certificate holder.

NAME AND ADDRESS OF CERTIFICATE HOLDER:
 City of Belton, Missouri
 Public Works Department
 520 Main Street
 Belton, Missouri 64012

Date Issued: _____

 Authorized Representative

Affidavit of Enrollment in Federal Work Authorization Program

Comes now _____ (Name) as
_____ (Position Held) first being duly sworn, on my oath, affirm
_____ (Company Name) is enrolled and will continue to participate in a
federal work authorization program in respect to employees that will work in connection with the
contracted services related to the On-Call Professional Services Agreement for the duration of the
Agreement, if awarded in accordance with RSMo Chapter 285.530 (2).

I also affirm that _____ (Company Name) does not and will not
knowingly employ a person who is an unauthorized alien in connection with the contracted services
related to the On-Call Professional Services Agreement for the duration of the Agreement, if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under Section 575.040, RSMo).

Signature (Person with Authority)

Printed Name

Title (Person with Authority)

Date

Subscribed and sworn to me before this _____ day of _____, 20____. I am
commissioned, and affix my official seal, as a notary public within the County of _____,
State of _____, and my commission expires on _____,
20____.

Signature of Notary
(Affix Seal)

Date

SECTION VI
A

R2016-17

A RESOLUTION APPROVING TASK AGREEMENT #9 WITH SUPERIOR BOWEN ASPHALT COMPANY, LLC IN A NOT TO EXCEED AMOUNT OF \$120,000 TO COMPLETE AN ASPHALT OVERLAY TO BELTON'S HALF OF KENTUCKY ROAD FROM 58 HIGHWAY TO 163RD STREET.

WHEREAS, the City Council for the City of Belton, understands a quality transportation system is important to a safe and vibrant community and asphalt overlay is an important maintenance activity in maintaining the City of Belton's transportation system; and

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

WHEREAS, on April 28, 2015 under Ordinance No. 2015-4094, the City Council approved a 2015 Street Preservation Project/Overlay Agreement with Superior Bowen Asphalt Company, LLC.; and

WHEREAS, this task agreement with Superior Bowen Asphalt Company, LLC is necessary to complete an asphalt overlay to Belton's half of Kentucky Road from 58 Highway to 163rd Street as part of the 2017 Street Preservation Project/Overlay; and

WHEREAS, staff recommends approving Task Agreement #9 with Superior Bowen Asphalt Company, LLC in a not to exceed amount of \$120,000 to complete an asphalt overlay to Belton's half of Kentucky Road from 58 Highway to 163rd Street.

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

Section 1. That this resolution approving Task Agreement #9 with Superior Bowen Asphalt Company, LLC in a not to exceed amount of \$120,000 to complete an asphalt overlay to Belton's half of Kentucky Road from 58 Highway to 163rd Street is hereby approved for purposes described above.

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

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

Duly read and passed this 12th day of April, 2016.

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 12th day of April, 2016, and adopted at a regular meeting of the City Council held the 12th day of April, 2016 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: April 12, 2016

DIVISION: Transportation

COUNCIL: Regular Meeting Work Session Special Session

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

ISSUE/RECOMMENDATION:

Staff has been working to put together a task agreement for this year’s Street Preservation Program with our current asphalt contractor, Superior Bowen Asphalt. Information is still being obtained to understand the subgrade conditions for several proposed reconstruct streets to complete the entire project scope. During this time, the City of Raymore is utilizing the same contract and contractor to complete their program which includes the overlay for their half of Kentucky Road. Our plan also includes the Belton half of Kentucky Road. The proposed task agreement will allow us to complete Kentucky Road simultaneously with Raymore thus turning out a better project. Staff will bring the remaining Street Preservation Program to a future meeting.

PROPOSED CITY COUNCIL MOTION:

At the April 12, 2016 City Council Regular Meeting, authorize and approve a resolution for Task Agreement #9 with Superior Bowen Asphalt Company, LLC in a not-to exceed amount of \$120,000 to complete an asphalt overlay to Belton’s half of Kentucky Road from 58 Highway to 163rd Street.

BACKGROUND:

In May of 2015, Council approved a cooperative unit rate price contract with Superior Bowen Inc for the purposes of providing asphalt maintenance services for the City of Belton, City of Raymore, City of Pleasant Hill and City of Peculiar. Staff intends to extend this contract for one additional year and utilize its pricing to complete this years street preservation program. Raymore, Pleasant Hill and Peculiar also intend to utilize this contract for their work as well.

Staff is working with the City of Raymore to complete an asphalt overlay to Kentucky Road from 58 Highway to 163rd Street. Each City will repair their half of this street. The City of Belton’s portion will consist of approximately 1,030 tons of surface asphalt, 520 tons of base repair, and 10,000 square yards of full width milling.

IMPACT/ANALYSIS:

FINANCIAL IMPACT

Contractor:	Superior Bowen Asphalt Company, LLC		
Amount of Request/Contract:	\$	120,000	
Amount Budgeted:	\$	1,247,000	
Funding Source:	Capital Outlay-Improvements 225-0000-495-7300		
Funds Remaining:	\$	1,127,000	

STAFF RECOMMENDATION, ACTION, AND DATE:

At the April 12, 2016 City Council Regular Meeting, authorize and approve a resolution for Task Agreement #9 with Superior Bowen Asphalt Company, LLC in a not-to exceed amount of \$120,000 to complete an asphalt overlay to Belton's half of Kentucky Road from 58 Highway to 163rd Street.

LIST OF REFERENCE DOCUMENTS ATTACHED:

Resolution

Task Agreement #9



PUBLIC WORKS
City of Belton – Public Works
Task Agreement

Contract: 225-2015-1 2015 Street Preservation Contract / Overlay

Ordinance or Resolution:	Task Agreement No: 9	Funding Amount: Not to exceed \$120,000 Funding Source: 225-0000-400-4032 Date of Schedule of Hourly Rates and Expenses: 2016 Purchase Order No: TBD
---------------------------------	-----------------------------	---

Project Title: Kentucky Overlay

Contractor/Consultant (including subs): Superior Bowen Asphalt Company, LLC 2501 Manchester Trafficway Kansas City, Missouri 64129	Division and Staff Project Manager: David Frazier and Kate Glowacki
Project Management Manual reviewed: n/a	Attachments (Gantt Chart, etc.): n/a

PROJECT Scope (can be in the form of an attachment):
 Project will complete the overlay of Kentucky for the City of Belton per the 2015 Street Preservation Contract with Superior Bowen Asphalt Company, LLC per the following quantities and pricing. Asphalt indexing shall be included per contract terms.

 See attached Schedule of Values for cost and quantities.

Staff Signatures		Partner Signatures	
Director of Public Works: Jeff Fisher	City Manager: Ron Trivitt	Project Manager:	Company Principal (if different):
Signature: _____	Signature: _____	Signature: _____	Signature: _____
Date: _____	Date: _____	Date: _____	Date: _____

Project Type:	Design		Construction	XX X	Property Acquisition		Conceptual – Problem Solving		Surveying
Project Discipline(s):	Transportation	XX X	Planning		Water		Wastewater		Stormwater

Report(s) Received:

Work on File:

This Task Agreement is subject to all the provisions included in contract #225-2015-1 titled 2015 Street Preservation Project / Overlay effective on the 5th day of May, 2015.

Attach scope of work, budget, and other supporting material.

Project Name: **2016 Kentucky Rd Overlay**
 Owner: **City of Belton, Missouri**
 Contract No. **Task Agreement One_Kentucky Road Overlay**
 Contractor: **Superior Bowen Asphalt Co., LLC**

Schedule of Values

Application # : _____
 For work completed through _____
 Date: 4/06/2016

SCHEDULE OF VALUES					Previously Completed		Items for Payment This Period		Amount Completed To Date
Item	Unit	Qty.	Unit Price	Total Amount	Quantity	Amount	Quantity	Amount	
Edge Milling (0-2")	SY	0.0000	\$ 1.50	\$ -	0.00	\$ -	0.00	\$ -	\$ -
Full Width Milling (0-2")	SY	10000.0000	\$ 1.65	\$ 16,500.00	0.00	\$ -	0.00	\$ -	\$ -
Asphalt Surf APWA Type 3-01 (overlay)	TON	0.0000	\$ 56.36	\$ -	0.00	\$ -	0.00	\$ -	\$ -
Asphalt Base Repair (Patching)	TON	520.0000	\$ 95.45	\$ 49,634.00	0.00	\$ -	0.00	\$ -	\$ -
Crack Repair	LF	0.0000	\$ 45.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -
Force Account Unassigned	LS	1.00	\$ -	\$ -	0.00	\$ -	0.00	\$ -	\$ -
* Alternate Unit Price for Recycled Type 3 for overlay	TON	1030.0000	\$ 51.36	\$ 52,900.80					
Original Contract Amount				\$ 119,034.80	\$ -		Amount This Period		\$ -
Change Order Number				\$ -			Amount Previously Completed		\$ -
Current Contract Amount				\$ 119,034.80			Amount Completed to Date		\$ -
							Materials On Hand		\$ -
							Subtotal		\$ -
							Retainage		\$ -
							Net Amount This Estimate		\$ -
							Previous Payments to Contractor		\$ -
							AMOUNT PAYABLE =		\$ -

SECTION VI
B

R2016-18

A RESOLUTION APPROVING AN AMENDMENT TO TASK AGREEMENT #2016-1 WITH WIEDENMANN, INC. IN THE AMOUNT OF \$3,771.40 TO COVER ADDITIONAL COST NEEDED TO REPLACE SANITARY SEWER LINE NEAR 407 HACKBERRY STREET.

WHEREAS, the City Council for the City of Belton, Missouri, pursuant to the advice and recommendation of the City Manager, deems it necessary, desirable, advisable and in the public interest to maintain sanitary sewer infrastructure to meet near and long term needs; and

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

WHEREAS, on September 23, 2014 under Ordinance No. 2014-4041, the City Council approved an On-Call Professional Services Agreement with Wiedenmann, Inc.; and

WHEREAS, on March 22, 2016 under Resolution No. 2016-15, the City Council approved Task Agreement 2016-1 with Wiedenmann, Inc.; and

WHEREAS, this amendment to Task Agreement 2016-1 with Wiedenmann, Inc. is necessary to cover unforeseen additional cost needed to replace sanitary sewer line near 407 Hackberry Street; and

WHEREAS, the additional cost for this repair will be \$3,771.40.

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

Section 1. That this resolution approving an amendment to Task Agreement #2016-1 with Wiedenmann, Inc. in the amount of \$3,771.40 to cover additional cost needed to replace sanitary sewer line near 407 Hackberry Street is hereby approved for purposes described above.

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

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

Duly read and passed this 12th day of April, 2016.

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 12th day of April, 2016 and adopted at a regular meeting of the City Council held the 12th day of April, 2016 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: April 12, 2016

DIVISION: Water Services

COUNCIL: Regular Meeting Work Session Special Session

<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution	<input type="checkbox"/> Consent Item	<input checked="" 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:

Wiedenmann, Inc. has requested an amendment to Task Agreement 2016-1 that was approved on 03/22/2016, to include a contract increase of \$3,771.40 for unforeseen additional services provided due to additional service lines and utilities.

On 03/22/2016, City Council approved Task Agreement 2016-1 with Wiedenmann, Inc. to replace 200 feet of existing sanitary sewer line. This portion of sanitary sewer was found to have structure defects and needed replaced to prevent service disruption. The previous bid received was for \$11,143.00 that included equipment and time needed to replace the existing sanitary sewer pipe. The total cost of installation by contractor and parts and materials provided by the City of Belton indicated a total of \$66.00 per foot for this replacement. This is comparable to recent and similar work performed by the City and especially considering the relatively small amount of work.

Once work was completed, an amendment to Task Agreement 2016-1 request was completed by Wiedenmann, Inc. to cover unforeseen additional cost of project. The contractor experienced utility conflicts with natural gas and three telecommunication cables that slowed the process of pipe replacement. The contractor also found several homes that had more than one service connection. These extra connections were verified by the contractor as a needed service connection that provided service to home additions such as extra bathrooms, garages, and/or room additions. The contractor also checked all homes for illegal connections from sump pumps, roof drains, and foundation drains to assist with the cities continued effort to reduce I&I issues.

This additional work was required to provide a complete project. Staff is recommending amendment to cover additional work needed to complete the sanitary sewer replacement project. Funding will come from the 2017 Waste Water Operating Budget, line item sewer line maintenance.

PROPOSED CITY COUNCIL MOTION:

Approve and authorize a resolution approving an amendment to Task Agreement 2016-1 with Wiedenmann, Inc. in the amount of \$3,771.40 to cover additional cost needed to replace sanitary sewer line near 407 Hackberry Street.

BACKGROUND:

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

IMPACT/ANALYSIS:

FINANCIAL IMPACT

Contractor:		Wiedenmann, Inc.
Amount of Request/Contract:	\$	11,143.00
Amount Budgeted:	\$	40,000
Funding Source:		660-0000-400-2025 Sewer Line Maintenance
Additional Funds:	\$	3,771.40
Funding Source:		Lift Station Maintenance
Encumbered:	\$	N/A
Funds Remaining:	\$	N/A

STAFF RECOMMENDATION, ACTION, AND DATE:

Approve and authorize a resolution approving an amendment to Task Agreement 2016-1 with Wiedenmann, Inc. in the amount of \$3,771.40 to cover additional cost needed to replace sanitary sewer line near 407 Hackberry Street.

LIST OF REFERENCE DOCUMENTS ATTACHED:

Resolution
Task Agreement 2016-1 Amendment
Exhibit



City of Belton – Public Works Task Agreement

Contract: On-Call Emergency Services

Ordinance or Resolution: Resolution	Task Agreement No: 2016-1 Amendment	Funding Amount: \$3,771.40 for a total of \$14,914.40 Purchase Order No: N/A
--	--	---

Project Title: 407 Hackberry Street Sanitary Sewer Main Repair

Contractor/Consultant (including subs): Wiedenmann, Inc.	Division and Staff Project Manager: Don Tyler & Joe Don Harrell
---	--

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

PROJECT Scope (can be in the form of an attachment): **See attached Wiedenmann, Inc. bid**

Check boxes below that apply:

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

Staff Signatures		Partner Signatures	
Director of Public Works: Jeff Fisher	City Manager: Ron Trivitt	Project Manager:	Company Principal (if different):
Signature: _____ Date: _____	Signature: _____ Date: _____	Signature: _____ Date: _____	Signature: _____ Date: _____

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

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

Insurance Requirements met:

Report(s) Received:

Work on File:

This Task Agreement is subject to all the provisions included in the On-Call Emergency Services Agreement, Public Works Department, Water Services Division by and between the City and Wiedenmann, Inc. dated _____.

Attach scope of work, budget, and other supporting material

WIEDENMANN, INC.

950 N. Scott / PO BOX 245
Belton, MO 64012
816-322-1125 / Fax 816-322-1126
general@wiedenmanninc.com

March 24, 2016

City of Belton
506 Main Street.
Belton, Mo. 64012

Attn: Mr. Joe Don Harrell

Re: 407 Hackberry
Sewer Main Repair
WI #461

INVOICE

Dear Joe Don,

This is the Invoice for the sewer repair for the 407 Hackberry project. The value of our work is:

FOURTEEN THOUSAND NINE HUNDRED FOURTEEN DOLLARS & 40/100

\$14,914.40

The original Contract Value is \$11,143.00. As you are aware additional work was required due to unforeseen circumstances. The addition contract value for this additional work is \$3,771.40.

Thank you for the opportunity to do this work and please call if you have any questions.

Sincerely,
Wiedenmann, Inc.

Daniel Forbes
Estimator

Belton, MO



Legend

- Sanitary Manhole
- Sanitary Air Release
- Sanitary Sewer
 - Private
 - Public
- Street
- Parcel
- Subdivision

1: 1,355

0.0 0 0.02 0.0 Miles

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

Notes

SECTION VI
C

R2016-19

A RESOLUTION AUTHORIZING THE CITY OF BELTON, MISSOURI TO FILE FORM 8083-G FOR THE MUNICIPAL LEASE AND OPTION AGREEMENT AUTHORIZED BY THE BELTON PARKS AND RECREATION BOARD FOR TWO FORD TRUCKS AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION THEREWITH.

WHEREAS, the Board of Directors of the Belton Parks and Recreation Board has authorized a lease financing pursuant to a Municipal Lease and Option Agreement (the "Lease") for the costs of two Ford trucks and related equipment (the "Equipment"); and

WHEREAS, it is necessary and required that the City file Form 8038-G with the Internal Revenue Service to provide notice of the tax exempt financing pursuant to the Lease.

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

Section 1. Approval to file Form 8038-G. The City is hereby authorized to file Form 8038-G with the Internal Revenue Service with respect to the Lease.

Section 2. Further Authority. The officers, agents and employees of the City, including the Mayor, the City Manager and Finance Director, are hereby authorized and directed to sign the Form 8038-G and take such actions as they may deem necessary or advisable to carry out and perform the purposes of this Resolution.

Section 3. Effective Date. This Resolution shall take effect and be in full force immediately after its adoption by the City.

Duly read and passed this 12th day of April, 2016.

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 12th day of April, 2016 and adopted at a regular meeting of the City Council held the 12th day of April, 2016 by the following vote, to wit:

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

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

SECTION X
A



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: April 12, 2016

DIVISION: Public Works

COUNCIL: Regular Meeting Work Session Special Session

<input type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input type="checkbox"/> Consent Item	<input type="checkbox"/> Change Order	<input checked="" 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:

With the replacement of the 155th Street/I-49 Interchange to take place in 2017, MoDOT, Grandview, Belton, and KCMO have discussed the idea of adding amenities to the bridge, such as handrail, textured concrete, etc. MoDOT has offered to make some enhancements but the cost for handrail and form liners are to be covered by the cities. The cost for these amenities is approximately \$23,000 each to KCMO, Grandview, and Belton. Grandview is willing to cover long-term maintenance.

This is obviously a key gateway to the City of Belton, and so staff is recommending that Belton participate in the added costs through a municipal agreement in the future. The \$23,000 is proposed to be spent from the Transportation Budget-Rainy Day Funds. This account is expected to have well over \$100,000 after it is "trued up" following the last fiscal year. Staff may propose utilizing some of those funds this year to supplement the proposed preservation plan, but expect to have adequate rainy day funds left if needed.

PROPOSED CITY COUNCIL MOTION:

At the April 12, 2016 City Council Regular Session, authorize and approve a motion to support a future cost-share agreement with MoDOT, KCMO, and Grandview in the amount of \$23,000 to pay for 155th Street Bridge Amenities.

BACKGROUND:

Significant improvements are planned in 2016 and 2017 to 155th Street from Kensington to the Oil Creek Bridge by KCMO, MoDOT, Grandview, and Belton.

IMPACT/ANALYSIS:

\$23,000 would be spent out of Rainy Day funds in the future, and it is expected that well over \$100,000 will remain to address other needs in this fiscal year.

STAFF RECOMMENDATION, ACTION, AND DATE:

At the April 12, 2016 City Council Regular Session, authorize and approve a motion to support a future cost share agreement with MoDOT, KCMO and Grandview in the amount of \$23,000 to pay for 155th Street Bridge Amenities.

LIST OF REFERENCE DOCUMENTS ATTACHED:

Pictures of example amenities

