



**CITY OF BELTON  
CITY COUNCIL  
REGULAR MEETING  
TUESDAY, MARCH 8, 2016 – 7:00 PM  
CITY HALL ANNEX  
520 MAIN STREET  
AGENDA**

- I. CALL REGULAR MEETING TO ORDER
- II. PLEDGE OF ALLEGIANCE – COUNCILMAN SAVAGE
- 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 February 23, 2016, City Council regular meeting.  
  
Paperwork attached.  
  
Page 11
  - B. Motion approving the City Attorney office renovation at a cost not to exceed \$25,298 and engaging J. E. Dunn as the project manager.  
  
Paperwork attached.  
  
Page 19
  - C. Motion approving Resolution R2016-11:  
A RESOLUTION AUTHORIZING THE CITY COUNCIL OF BELTON, MISSOURI  
TO REAPPOINT STEVEN DEERE AS A DIRECTOR OF THE INDUSTRIAL  
DEVELOPMENT AUTHORITY OF THE CITY OF BELTON, MISSOURI.  
  
Paperwork attached.  
  
Page 27                       Pass     Fail

D. Motion approving Resolution R2016-12:

A RESOLUTION REAPPOINTING BOBBY PERKINS, DAVID HARBER, AND J.W. BROWN TO THE BUILDING AND FIRE PREVENTION CODES BOARD OF ADJUSTMENT.

Paperwork attached.

Page 31                       Pass     Fail

V. PERSONAL APPEARANCES

- A. Scott Woodward, Family Tree Furniture (402 Main Street) – To close the 300 and 400 blocks of Main Street from 3:00-6:00 p.m. on April 9, May 14, June 11, July 9, August 13, September 10, and October 8, 2016 for “Junk in the Trunk.”

VI. ORDINANCES

A. Motion approving final reading of Bill No. 2016-13:

AN ORDINANCE APPROVING THE PROPOSED FISCAL YEAR 2017 CITY BUDGET, AS REVISED, AND APPROPRIATING FUNDS FROM THE REVENUES OF THE CITY.

Paperwork previously distributed

Pass     Fail

B. Motion approving the amendment of Bill No. 2016-14:

First reading was passed on February 23, 2016. There have been changes made to the rates.

Motion approving 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.

Paperwork attached.

Page 35                       Pass     Fail

- C. Motion approving final reading of Bill No. 2016-15:  
AN ORDINANCE AUTHORIZING AND ADOPTING AN AMENDMENT TO CHAPTER 2 – ADMINISTRATION, ARTICLE IV – ADMINISTRATIVE PROCEDURES, DIVISION 4 – CITY PROPERTY, SECTION 2-992 – DISPOSITION OF SURPLUS REAL PROPERTY OWNED BY THE CITY IN FEE TO THIRD PARTIES.

Paperwork previously distributed

Pass  Fail

- D. 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.**

The contract language is currently being reviewed and/or negotiated. A motion to postpone until March 22, 2016, is necessary.

Paperwork previously distributed

Pass  Fail

- E. Motion approving 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.**

The contract language is currently being reviewed and/or negotiated. A motion to postpone until March 22, 2016, is necessary.

Paperwork previously distributed

Pass  Fail

- F. Motion approving 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.**

The contract language is currently being reviewed and/or negotiated. A motion to postpone until March 22, 2016, is necessary.

Paperwork previously distributed

Pass  Fail

- G. Motion approving 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.**

The contract language is currently being reviewed and/or negotiated. A motion to postpone until March 22, 2016, is necessary.

Paperwork previously distributed

Pass  Fail

- H. Motion approving 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.**

The contract language is currently being reviewed and/or negotiated. A motion to postpone until March 22, 2016, is necessary.

Paperwork previously distributed

Pass  Fail

- I. Motion approving 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.**

The contract language is currently being reviewed and/or negotiated. A motion to postpone until March 22, 2016, is necessary.

Paperwork previously distributed

Pass  Fail

- J. Motion approving 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.**

The contract language is currently being reviewed and/or negotiated. A motion to postpone until March 22, 2016, is necessary.

Paperwork previously distributed

Pass  Fail



- K. Motion approving 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.

The contract language is currently being reviewed and/or negotiated. A motion to postpone until March 22, 2016, is necessary.

Paperwork previously distributed

Pass  Fail

- L. Motion approving first 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.

Paperwork attached.

Page 43  Pass  Fail

- M. Motion approving first 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.

Paperwork attached.

Page 51  Pass  Fail

- N. Motion approving first 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.

Paperwork attached.

Page 101  Pass  Fail

- O. Motion approving first reading of Bill No. 2016-27:  
AN ORDINANCE AUTHORIZING A SALARY ADJUSTMENT FOR THE MAYOR OF THE CITY OF BELTON EFFECTIVE APRIL 1, 2017.

This ordinance would increase the salary of the Mayor by \$1,000 – from \$400 per month to \$1,400 per month – for any Mayor elected beginning in April 2017. The \$600 per month car expense allowance would remain unchanged.

Paperwork attached.

Page 127                       Pass     Fail

- P. Motion approving first 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.

This ordinance would increase the salary of the Councilmen by \$200 – from \$200 per month to \$400 per month – beginning in April 2018. The \$300 per month car expense allowance would remain unchanged.

Paperwork attached.

Page 131                       Pass     Fail

- Q. Motion approving first 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.

Paperwork attached.

Page 135                       Pass     Fail

- R. Motion approving first 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.

Paperwork attached.

Page 153                       Pass     Fail

## VII. RESOLUTIONS

## VIII. CITY COUNCIL LIAISON REPORTS

- IX. MAYOR'S COMMUNICATIONS
- X. CITY MANAGER'S REPORT
- XI. MOTIONS
- XII. OTHER BUSINESS
- XIII. 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
- XIV. ADJOURN

**SECTION IV**  
**A**

**MINUTES OF THE  
BELTON CITY COUNCIL  
PUBLIC HEARING & REGULAR MEETING  
FEBRUARY 23, 2016  
CITY HALL ANNEX, 520 MAIN STREET  
BELTON, MISSOURI**

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

This hearing was held to receive public input on the proposed annual budget for the fiscal year beginning April 1, 2016 and ending March 31, 2017.

Being no public input the hearing was declared closed at 7:01 P.M.

Mayor Davis called the regular meeting to order at 7:02 P.M.

Councilman Lathrop led the Pledge of Allegiance to the Flag.

Councilmembers present: Mayor Jeff Davis, Councilmen Jeff Fletcher, Gary Lathrop, Al Hoag, Bob Newell, Tim Savage, Chet Trutzel, and Scott Von Behren; Absent: Councilman Dean VanWinkle. Also present were: 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 February 9, 2016, City Council regular meeting; and a motion approving the purchase of a new phone system in the amount of \$20,277.10 for City Hall, the Annex, the Water Shop, and the Street Barn, by way of the Mitel NJPA Contract #040314-MBS, a cooperative purchasing program that the State of Missouri belongs to and the City of Belton can take advantage of.** Councilman Newell seconded. All voted in favor. Councilman VanWinkle absent. Motion to approve the consent agenda carried.

**ORDINANCES:**

Patti Ledford, City Clerk, gave the final reading of Bill No. 2016-07: **AN ORDINANCE AUTHORIZING THE CHIEF OF POLICE TO SUBMIT THREE GRANT APPLICATIONS TO THE MISSOURI DEPARTMENT OF TRANSPORTATION (MODOT) DIVISION OF HIGHWAY SAFETY FOR 2016-2017.** Presented by Councilman Trutzel, seconded by Councilman Von Behren. The Council was polled and the following vote recorded: Ayes: 8, Councilmen Trutzel, Von Behren, Hoag, Mayor Davis, Councilmen Lathrop, Fletcher, Newell, and Savage; Noes: None; Absent: 1, Councilman VanWinkle. Bill No. 2016-07 was declared passed and in full force and effect as Ordinance No. 2016-4175, subject to Mayoral veto.

Ms. Ledford gave the final reading of Bill No. 2016-08: **AN ORDINANCE APPROVING A PUBLIC SERVICE AGREEMENT WITH OLDER ADULT TRANSPORTATION SERVICE, (OATS).** Presented by Councilman Von Behren, seconded by Councilman Trutzel. Sarah Davis, West Region Director for OATS, 2901 Plaza Drive, Harrisonville, MO 64701,



addressed the Council. She apologized for being late with the contract; Belton's contract is on a different schedule than the rest of her contracts. From October 1, 2014 through September 30, 2015 there were 12 shopping days (one per month) a total of 214 one way trips. There was an average of 9 riders per trip, 216 in route trips. From October 1, 2015 through January 31, 2016, there were four shopping days (one per month) a total of 66 one way trips; an average of 8-9 riders per trip, 64 in route trips. They routinely go to HyVee or Price Chopper and if time allows either Dollar General, Dollar Tree, Salvation Army or Walgreens. If they shop at HyVee they eat lunch there. Periodically, they will go to Kohl's and Target. Places they like to eat are KFC, Arby's, and Long John Silver. Joan Kenslow from Belton is the contact for these trips. Her number is published in the quarter OATS Wheel. The riders call her to reserve a place on the vehicle. If they don't call her, she calls them. OATS and the Belton/Raymore riders really appreciate the City of Belton sponsoring this shopping day. Without this day and the days sponsored by Adams Insurance and the Mid-America Regional Council, people might not have a way to shop for their essential needs. With all these sources they are able to shop one day per week unless there is a 5<sup>th</sup> week in a month. The average rider per day is 8-9. The bus holds 12 but that is too many. Councilman Trutzel asked the average age of the riders; Ms. Davis said it is for 60 or older. Also, it is now called just OATS, Inc., not older adults. Councilman Savage asked if they have a request for 12 riders. Ms. Davis said Ms. Kenslow takes the reservations and if there aren't enough riders she will call. Sometimes there might be 12. We never turn away anyone from Belton. We can take 12 but if we do then we have to limit the number of packages they can bring on the bus as it just gets too crowded. Mayor Davis said he does not have a problem sharing this service with other cities in the county. We have to work together. Councilman Hoag asked if they deliver people to doctor appointments. Ms. Davis said yes. Being no further discussion, the Council was polled and the following vote recorded; Ayes: 8, Councilmen Trutzel, Newell, Hoag, Von Behren, Fletcher, Lathrop, Mayor Davis, and Councilman Savage; Noes; None; Absent: 1, Councilman VanWinkle. Bill No. 2016-08 was declared passed and in full force and effect as Ordinance No. 2016-4176, subject to Mayoral veto.

Ms. Ledford gave the final reading of Bill No. 2016-09: **AN ORDINANCE OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING A MAINTENANCE SERVICE AGREEMENT WITH STREETWISE, INC. FOR THE ANNUAL STREET STRIPING PROGRAM.** Presented by Councilman Hoag, seconded by Councilman Trutzel. The Council was polled and the following vote recorded; Ayes: 8, Councilmen Savage, Trutzel, Mayor Davis, Councilmen Lathrop, Von Behren, Fletcher, Hoag, and Newell; Noes: None; Absent: 1, Councilman VanWinkle. Bill No. 2016-09 was declared passed and in full force and effect as Ordinance No. 2016-4177, subject to Mayoral veto.

Ms. Ledford gave the final reading of Bill No. 2016-11: **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.** Presented by Councilman Trutzel, seconded by Councilman Von Behren. The Council was polled and the following vote recorded; Ayes: 8: Mayor Davis, Councilmen Savage, Hoag, Newell, Von Behren, Fletcher, Lathrop, and Trutzel; Noes: None; Absent: 1, Councilman VanWinkle. Bill No. 2016-11 was declared passed and in force and effect as Ordinance No. 2016-4178, subject to Mayoral veto.

Ms. Ledford gave the final reading of Bill No. 2016-12: **AN ORDINANCE APPROVING THE PETITION TO ESTABLISH THE TXRH COMMUNITY IMPROVEMENT DISTRICT; ESTABLISHING THE TXRH COMMUNITY IMPROVEMENT DISTRICT, GENERALLY LOCATED ON THE WEST SIDE OF PECULIAR DRIVE, NORTH OF**



**CUNNINGHAM INDUSTRIAL PARKWAY AND COMMONLY KNOWN AS THE TEXAS ROADHOUSE RESTAURANT PROPERTY, ALL IN THE CITY OF BELTON, MISSOURI; DETERMINING THAT THE DISTRICT OBJECTIVES SERVE A PUBLIC PURPOSE; AND DIRECTING THE CITY CLERK TO REPORT THE CREATION OF THE DISTRICT TO THE MISSOURI DEPARTMENT OF ECONOMIC DEVELOPMENT.** Presented by Councilman Hoag, seconded by Councilman Trutzel. The Council was polled and the following vote recorded; Ayes: 8, Councilmen Savage, Trutzel, Mayor Davis, Councilmen Lathrop, Von Behren, Fletcher, Hoag, and Newell; Noes: None; Absent: 1, Councilman VanWinkle. Bill No. 2016-12 was declared passed and in full force and effect as Ordinance No. 2016-4179, subject to Mayoral veto.

Ms. Ledford read Bill No. 2016-13: **AN ORDINANCE APPROVING THE PROPOSED FISCAL YEAR 2017 CITY BUDGET, AS REVISED, AND APPROPRIATING FUNDS FROM THE REVENUES OF THE CITY.** Presented by Councilman Von Behren, seconded by Councilman Hoag. Vote on the first reading was recorded with all present voting in favor. Councilman VanWinkle absent. First reading passed.

Ms. Ledford read Bill No. 2016-14: **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 Hoag, seconded by Councilman Trutzel. Sheila Ernzen, Finance Director, said Sean Hennesy CFO with Kansas City Water Supply District, informed the City today the increase from Kansas City will be 4.2%. Ms. Ernzen said she did the math and if we pass the 4.2% increase on that would be .54 cents per month on a minimum bill and .4 cents for each additional 100 gallons. Mayor Davis asked if the same increase has been passed along to all cities that receive water from Kansas City. Ms. Ernzen said no, 3% is the average some received more or less depending on their jurisdiction. Jeff Fisher, Public Works Director, said they do an annual cost of service and Belton's cost this year was a 4.2% increase. There was discussion and concern about the 4.2% increase as opposed to the projected 3% increase. Vote on the first reading was recorded with all present voting in favor. Councilman VanWinkle absent. First reading passed.

Ms. Ledford read Bill No. 2016-15: **AN ORDINANCE AUTHORIZING AND ADOPTING AN AMENDMENT TO CHAPTER 2 – ADMINISTRATION, ARTICLE IV – ADMINISTRATIVE PROCEDURES, DIVISION 4 – CITY PROPERTY, SECTION 2-992 – DISPOSITION OF SURPLUS REAL PROPERTY OWNED BY THE CITY IN FEE TO THIRD PARTIES.** Presented by Councilman Trutzel, seconded by Councilman Hoag. Vote on the first reading was recorded with all present voting in favor. Councilman VanWinkle absent. First reading passed.

Ms. Ledford read 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.** Presented by Councilman Hoag, seconded by Councilman Von Behren. Councilman Lathrop expressed concern with Sec. 1.05 allowing the Director of Public Works to approve the revised schedule of hourly rates and expenses on an annual basis and feels it should be the City Manager. After some discussion, Mayor Davis said if we can't trust our department heads then they need to be replaced. Vote on the first reading was recorded with all present voting in favor. Councilman VanWinkle absent. First reading passed.

Ms. Ledford read 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 Hoag, seconded by Councilman Von Behren. Vote on the first reading was recorded with all present voting in favor. Councilman VanWinkle absent. First reading passed.

Ms. Ledford read 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 Savage. Vote on the first reading was recorded with all present voting in favor. Councilman VanWinkle absent. First reading passed.

Ms. Ledford read 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 Hoag, seconded by Councilman Trutzel. Vote on the first reading was recorded with all present voting in favor. Councilman VanWinkle absent. First reading passed.

Ms. Ledford read 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 Von Behren, seconded by Councilman Hoag. Vote on the first reading was recorded with all present voting in favor. Councilman VanWinkle absent. First reading passed.

Ms. Ledford read 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 Newell, seconded by Councilman Hoag. Vote on the first reading was recorded with all present voting in favor. Councilman VanWinkle absent. First reading passed.

Ms. Ledford read 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 Newell, seconded by Councilman Hoag. Vote on the first reading was recorded with all present voting in favor. Councilman VanWinkle absent. First reading passed.

Ms. Ledford read 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 Von Behren, seconded by Councilman Hoag. Vote on the first reading was recorded with all present voting in favor. Councilman VanWinkle absent. First reading passed.

#### **RESOLUTIONS:**

Ms. Ledford read Resolution R2016-09: **A RESOLUTION OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING THE CITY'S DIRECTOR OF PUBLIC WORKS TO SUBMIT THREE 2019-2020 SURFACE TRANSPORTATION PROGRAM (STP) GRANT APPLICATIONS TO MID-AMERICA REGIONAL COUNCIL (MARC)**

**FOR 1) STATE HIGHWAY 58 AND Y HIGHWAY, 2) MULLEN ROAD WIDENING – PHASE 1, AND 3) KENTUCKY ROAD IMPROVEMENTS.** Presented by Councilman Von Behren, seconded by Councilman Hoag. Councilman Newell said he want to be sure if we pass this and MARC accepts it and gives us our agreement are on the hook no matter what. Jeff Fisher, Public Works Director, said no. We are working with Raymore and if two parties enter into an intergovernmental agreement and make an STP application, if awarded, we are not required to make use of the funds, but it would be a black eye on both communities. If we can't agree we won't make application. Applications are due March 25. Transystem will help with the application. Mayor Davis asked why they were ranked this way. Mr. Fisher said the City Council, Planning Commission, Transportation Development District, and city staff all combined ranked this way. Vote on the resolution was recorded with all voting in favor. Councilman VanWinkle absent. Resolution passed.

### **CITY COUNCIL LIAISON REPORTS:**

Jeff Fletcher, Park Board Liaison, reported the new park director is Shane DeWald

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

Mayor Davis reported:

- April 9 is the Cass County job fair and business expo at the Belton Middle School Freshman Center
- Said he has had some code complaints– and read a letter from a citizen. Mayor Davis said it is nice to hear people say they are happy to hear we are cracking down. He said the city is doing well, expectations are rising, people need to clean up and take pride and we will do our part in enforcing codes
- Reported the Dean home in Raymore will be taken down and a Qdoba, Panda Express and Kay Jewelers will be located there and a Big Biscuit in front of Office Max/Office Depot.
- Mayor Davis read the ballot language on the April 5 ballot pertaining to sales tax on motor vehicles
- The Chamber of Commerce after hour's event was held tonight on Main Street.
- Recognized Boy Scout Blake Reed present for the Council meeting.

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

Jeff Fisher, Public Works Director, said he was notified this week of awards received for design of projects through American Public Works Association (APWA) for projects of the year. This year in the transportation category under the \$5 million category for Markey Parkway and the innovation award for the cost share program for sidewalk, curb and culvert replacement.

Ron Trivitt, City Manager, said he put together a list of Mayor and Council survey information from various cities. If the Council chooses to establish salary's and designate in the future when they would begin they could chose to have the council salary go into effect April 1 of this year for those voted in in April, but only those four; the others not until they are up for election again in 2017 and 2018 respectively. If the Council chooses to do a combination of the city's then it would about \$12,400/year the for Mayor and \$6,000/year for each councilmen.

A couple decisions that need to be made if the Council decides to change:

- 1) Figure out how much the Council wants to change it by and when you want it to go into effect
- 2) The Mayor's term expires April 2017 and other four council members will be 2018



- 3) If you the Council decides to do something like that an ordinance will need to be approved before the end of March with a schedule of implementation. It will be on the work session next week for discussion.

**OTHER BUSINESS:**


Councilman Trutzel asked for an update on the Mullen Road/Oil creek project. Jeff Fisher, Public Works Director, said they should have poured concrete today and we should beat our 30/45 day schedule.

Jay Leipzig, Community and Economic Development Director, gave the following update:

- Menards is under construction they are constructing the wall.
- Fazoli's broke ground
- Texas Roadhouse is moving forward
- Approval of Gateway Phase 2
- Freddy's Steakburgers is under construction

They are all on a fast track schedule and all businesses are going up as quickly as they can. We did receive Cedar Tree plans, they are being reviewed and it looks good. They will probably want to start as quickly as possible. Councilman Lathrop asked if it is the retail store or warehouse wall at Menard's. Mr. Leipzig said it is the store wall. Councilman Trutzel asked Mr. Leipzig if he can estimate how much new construction money wise? Mr. Leipzig said conservatively \$25 million in construction.

Being no further business, Councilman Hoag moved to adjourn at 8:00 P.M. Councilman Lathrop seconded. All voted in favor. Councilman VanWinkle absent. Meeting adjourned.

  
Patti Ledford, City Clerk

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

**SECTION IV**  
**B**



**CITY OF BELTON  
CITY COUNCIL INFORMATION FORM**

**Agenda Date:** March 8, 2016

**Division** Legal

**Council**  Regular Meeting       Work Session       Special Session

**Approvals**

City Manager     Department Director     Attorney     Finance Director     Engineer

<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**

Office renovation at City Hall for City Attorney

**Proposed City Council Motion**

Motion approving City Attorney office renovation at a cost not to exceed \$25,298 and engaging J. E. Dunn as the project manager.

**Background**

The City Attorney needs the ability to have privileged and confidential communications in a private office while still being physically situated in close proximity to the City executive staff and Mayor. No such office is currently available at City Hall.

The drawings and specifications have been reviewed and approved by the Development Review Committee.

**Impact/Analysis**

**FINANCIAL IMPACT**

Contractor	J.E. Dunn
Amount of Request/Contract	\$ 25,298
Amount Budgeted	\$ 25,000
Funding Source	Capital Outlay 010-4400-495-7400
Additional Funds	\$
Funding Source	
Encumbered	\$
Funds Remaining	\$

**Staff Recommendation, Action, and Date**

To engage J.E. Dunn to construct the City Attorney office renovation at City Hall pursuant to the attached proposal and specifications.

**List of reference documents attached**

Project costs and specifications





February 26, 2016

Project: Belton City Hall Office Addition

Dear Megan

We are pleased to provide our proposal for the Belton City Hall Office Addition. Our Proposal is based upon the plans and specifications issued by Clockwork.

Our proposed cost for this work is **\$25,298** (Twenty-Five Thousand Two Hundred and Ninety-Eight Dollars).

We anticipate the project will take 2 weeks. Start date will be determined after approval of this proposal and once delivery of light fixtures and door materials are known. Payment terms are net 30.

We would encourage a meeting to review the scope, schedule and clarifications as this project requires close coordination between Ownership and Contractor. Again we are very pleased to be provided the opportunity to assist you with this project. Should you have any questions regarding the above I can be reached at 816-352-8536.

Sincerely,

J.E. DUNN CONSTRUCTION COMPANY

ACCEPTANCE OF PROPOSAL

Signature: \_\_\_\_\_

Chris Catron  
Senior Project Manager

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

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

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

cc: Kevin Rogert  
Kevin Haefner



**Belton City Hall  
Belton, MO**

**February 26, 2016**



**Office addition 10' x 18'**

	<i>Description</i>	<i>Unit</i>	<i>Quantity</i>	<i>Unit Price</i>	<i>Total</i>
1	General Requirements				\$1,771
2	Protection, Demo, Drywall, Drs/Hdwe, Flooring	LS	1	13,420.00	\$13,420
3	Paint	LS	1	2,210.00	\$2,210
4	HVAC	AL	1	400.00	\$400
5	Electrical	LS	1	3,320.00	\$3,320
6	Design Fees	LS	1	2,500.00	\$2,500
				<b>Subtotal</b>	\$23,621
				<b>Bonds/Insurance</b>	\$472
				<b>Fee</b>	\$1,205
				<b>Total</b>	\$25,298

**Includes:**

**Design Fees**

**Temp Protection**

**Night work**

**Demo**

**Sound rock and regular insulation, walls to deck, sound caulking at top of walls**

**Sound door w/ sound gasketing and threshold**

**Removal of exterior drywall of Patti's office to install insulation**

**Wall Base**

**Reuse of existing carpet tiles**

**New ceiling grid and tile**

**(5) relocated 2 x 4 lights**

**(2) new 2 x 4 lights**

**New ceiling fan**

**Light switches and duplex receptacles**

**Sound boot for HVAC return**

**Excludes:**

**Tele-data (rough-in boxes are provided)**

**Hazardous Materials abatement**

**Furniture Removal**

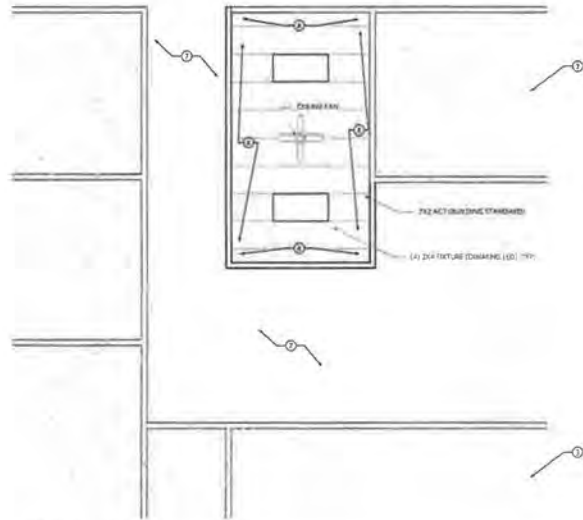
**Permit Fees**

**GENERAL NOTES-FLOOR PLAN**

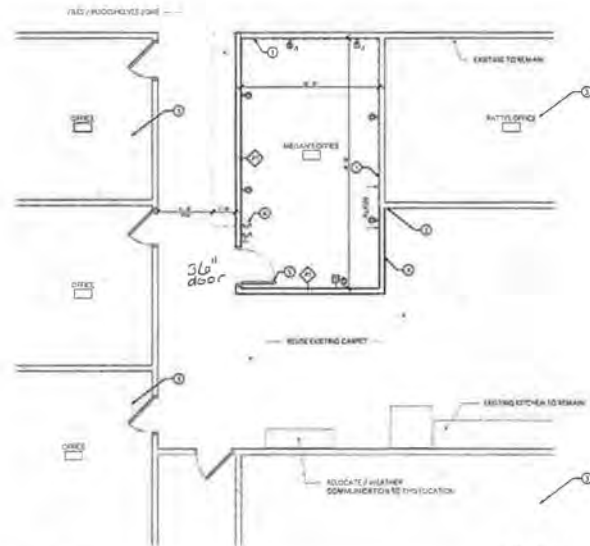
1. CONTRACTOR TO COORDINATE ALL MEP AND STRUCTURAL REQUIREMENTS.
2. CONTRACTOR IS RESPONSIBLE FOR COORDINATING AND PROVIDING ALL BLOCKING AS REQUIRED FOR TV/VIDEO EQUIPMENT, TRAMM PROVIDED TV, LIGHT FIXTURES, RECEPTION ACCESSIBLE, ETC.
3. ALL CONSTRUCTION TO COMPLY WITH IPC 3010.
4. CONTINGENT HANDS AND SWITCHING WITH NIBP.
5. PROVIDE CONTACT AND FULL STAFF CERTIFICATION/SECURITY WORK AS REQUIRED. COORDINATE WITH NIBP & LEAD/SECURITY.
6. EXISTING DOORS TO HAVE MINIMUM WIDTH 32" BETWEEN THE FACE OF DOOR AND THE OTHER VIEW OPENING.
7. ALL WALLS TO BE FINISH TYPE CALLED TO GRID OTHERWISE.
8. ALL FLOOR PLAN DIMENSIONS ARE FROM FINISH FACE.
9. FURNITURE BY OTHERS.

**FLOOR PLAN / RCP KEYNOTES**

- ① REMOVE EXISTING WALL SCAND 4-00-00-0000 TO CAVITY. REPLACE WITH 1/2" GYPSUM BOARD 5/8" EPS PER SCHEDULE 500C. AND RE-PLACE CORNER AS REQUIRED TO PROVIDE SEAMLESS CORNER @ NEW & EXISTING WALL INTERSECTION.
- ② NEW WORK, THIS LOCATION.
- ③ MATCH EXISTING HORIZONTAL BUILDING FINISHES.
- ④ NEW HSPD SOUND INSULATING DOOR MATCH BUILDING STANDARD APPEARANCE & FINISH. ACoustic GASKETING (HSD, FRAME & FLOOR MATS).
- ⑤ CEILING FAN CONTROLLER.
- ⑥ EXISTING LOCATION TO REMAIN. REPAIR AS REQUIRED BY NEW WORK.
- ⑦ MINIMUM 4" SOUND BATT ABOVE CEILING @ PERIMETER OF OFFICE. SEE 3000.



2 PARTIAL RCP  
REV 1/18



1 PARTIAL FLOOR PLAN  
REV 1/18

clockwork

11200 Highway 281, Suite 207  
Belton, TX 78004  
www.clockworktx.com

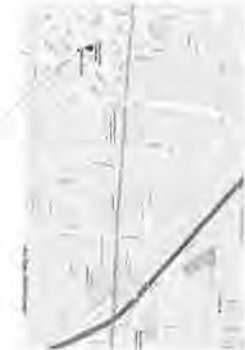


REV	DATE	BY	DATE
1	01/18	EP	01/18/18

FIRST FLOOR PLAN  
A101

# BELTON CITY HALL ADDITION

## LOCATOR PLAN



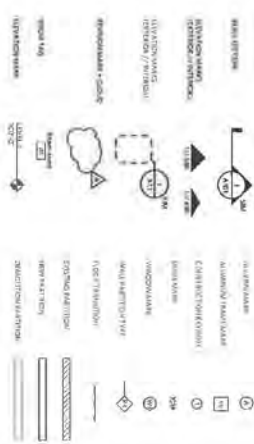
## PROJECT TEAM

**OWNER:** BELTON CITY  
**ARCHITECT:** ARCHITECTURAL  
**ENGINEER:** ARCHITECTURAL  
**CONTRACTOR:** ARCHITECTURAL

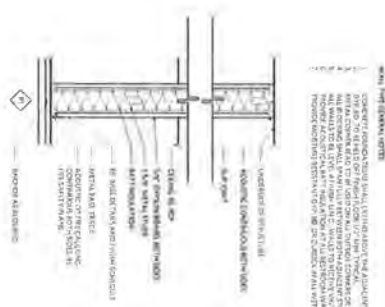
## SHEET INDEX

**ARCHITECTURAL:**  
 1.000 - GENERAL NOTES  
 1.010 - FOUNDATION  
 1.020 - WALL TYPES  
 1.030 - FLOOR FINISHES  
 1.040 - CEILING FINISHES  
 1.050 - ROOF FINISHES  
 1.060 - EXTERIOR FINISHES  
 1.070 - INTERIOR FINISHES  
 1.080 - MECHANICAL  
 1.090 - ELECTRICAL  
 1.100 - PLUMBING  
 1.110 - FIRE PROTECTION  
 1.120 - SPECIALTIES

## DRAWING SYMBOLS



## WALL TYPES



- ### GENERAL NOTES
1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE, AND FEDERAL AUTHORITIES.
  2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY UTILITIES INFORMATION AND SHALL BE RESPONSIBLE FOR PROTECTING ALL UTILITIES.
  3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY SURVEYING INFORMATION AND SHALL BE RESPONSIBLE FOR SETTING ALL CORNERS AND MONUMENTS.
  4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY EROSION CONTROL MEASURES AND SHALL BE RESPONSIBLE FOR MAINTAINING ALL EROSION CONTROL MEASURES THROUGHOUT THE CONSTRUCTION PERIOD.
  5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY TRAFFIC CONTROL MEASURES AND SHALL BE RESPONSIBLE FOR MAINTAINING ALL TRAFFIC CONTROL MEASURES THROUGHOUT THE CONSTRUCTION PERIOD.
  6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY NEIGHBORHOOD NOTIFICATION MEASURES AND SHALL BE RESPONSIBLE FOR MAINTAINING ALL NEIGHBORHOOD NOTIFICATION MEASURES THROUGHOUT THE CONSTRUCTION PERIOD.
  7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY ENVIRONMENTAL PROTECTION MEASURES AND SHALL BE RESPONSIBLE FOR MAINTAINING ALL ENVIRONMENTAL PROTECTION MEASURES THROUGHOUT THE CONSTRUCTION PERIOD.
  8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY HISTORIC PRESERVATION MEASURES AND SHALL BE RESPONSIBLE FOR MAINTAINING ALL HISTORIC PRESERVATION MEASURES THROUGHOUT THE CONSTRUCTION PERIOD.
  9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY ARCHITECTURAL RECORD MEASUREMENTS AND SHALL BE RESPONSIBLE FOR MAINTAINING ALL ARCHITECTURAL RECORD MEASUREMENTS THROUGHOUT THE CONSTRUCTION PERIOD.
  10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY CONSTRUCTION RECORD MEASUREMENTS AND SHALL BE RESPONSIBLE FOR MAINTAINING ALL CONSTRUCTION RECORD MEASUREMENTS THROUGHOUT THE CONSTRUCTION PERIOD.
  11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY AS-BUILT MEASUREMENTS AND SHALL BE RESPONSIBLE FOR MAINTAINING ALL AS-BUILT MEASUREMENTS THROUGHOUT THE CONSTRUCTION PERIOD.
  12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY FINISH MEASUREMENTS AND SHALL BE RESPONSIBLE FOR MAINTAINING ALL FINISH MEASUREMENTS THROUGHOUT THE CONSTRUCTION PERIOD.
  13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY QUALITY CONTROL MEASUREMENTS AND SHALL BE RESPONSIBLE FOR MAINTAINING ALL QUALITY CONTROL MEASUREMENTS THROUGHOUT THE CONSTRUCTION PERIOD.
  14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY SAFETY MEASUREMENTS AND SHALL BE RESPONSIBLE FOR MAINTAINING ALL SAFETY MEASUREMENTS THROUGHOUT THE CONSTRUCTION PERIOD.
  15. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY ENVIRONMENTAL MONITORING MEASUREMENTS AND SHALL BE RESPONSIBLE FOR MAINTAINING ALL ENVIRONMENTAL MONITORING MEASUREMENTS THROUGHOUT THE CONSTRUCTION PERIOD.
  16. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY SOCIAL IMPACT MEASUREMENTS AND SHALL BE RESPONSIBLE FOR MAINTAINING ALL SOCIAL IMPACT MEASUREMENTS THROUGHOUT THE CONSTRUCTION PERIOD.
  17. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY ECONOMIC IMPACT MEASUREMENTS AND SHALL BE RESPONSIBLE FOR MAINTAINING ALL ECONOMIC IMPACT MEASUREMENTS THROUGHOUT THE CONSTRUCTION PERIOD.
  18. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY CULTURAL IMPACT MEASUREMENTS AND SHALL BE RESPONSIBLE FOR MAINTAINING ALL CULTURAL IMPACT MEASUREMENTS THROUGHOUT THE CONSTRUCTION PERIOD.
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  20. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY AIR QUALITY MEASUREMENTS AND SHALL BE RESPONSIBLE FOR MAINTAINING ALL AIR QUALITY MEASUREMENTS THROUGHOUT THE CONSTRUCTION PERIOD.
  21. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY NOISE MEASUREMENTS AND SHALL BE RESPONSIBLE FOR MAINTAINING ALL NOISE MEASUREMENTS THROUGHOUT THE CONSTRUCTION PERIOD.
  22. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY VIBRATION MEASUREMENTS AND SHALL BE RESPONSIBLE FOR MAINTAINING ALL VIBRATION MEASUREMENTS THROUGHOUT THE CONSTRUCTION PERIOD.
  23. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY SOIL CONTACTION MEASUREMENTS AND SHALL BE RESPONSIBLE FOR MAINTAINING ALL SOIL CONTACTION MEASUREMENTS THROUGHOUT THE CONSTRUCTION PERIOD.
  24. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY WATER QUALITY MEASUREMENTS AND SHALL BE RESPONSIBLE FOR MAINTAINING ALL WATER QUALITY MEASUREMENTS THROUGHOUT THE CONSTRUCTION PERIOD.
  25. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY AIR EMISSIONS MEASUREMENTS AND SHALL BE RESPONSIBLE FOR MAINTAINING ALL AIR EMISSIONS MEASUREMENTS THROUGHOUT THE CONSTRUCTION PERIOD.
  26. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY CLIMATE CHANGE MEASUREMENTS AND SHALL BE RESPONSIBLE FOR MAINTAINING ALL CLIMATE CHANGE MEASUREMENTS THROUGHOUT THE CONSTRUCTION PERIOD.
  27. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY ENERGY CONSUMPTION MEASUREMENTS AND SHALL BE RESPONSIBLE FOR MAINTAINING ALL ENERGY CONSUMPTION MEASUREMENTS THROUGHOUT THE CONSTRUCTION PERIOD.
  28. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY CARBON FOOTPRINT MEASUREMENTS AND SHALL BE RESPONSIBLE FOR MAINTAINING ALL CARBON FOOTPRINT MEASUREMENTS THROUGHOUT THE CONSTRUCTION PERIOD.
  29. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY WASTE GENERATION MEASUREMENTS AND SHALL BE RESPONSIBLE FOR MAINTAINING ALL WASTE GENERATION MEASUREMENTS THROUGHOUT THE CONSTRUCTION PERIOD.
  30. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY WATER CONSUMPTION MEASUREMENTS AND SHALL BE RESPONSIBLE FOR MAINTAINING ALL WATER CONSUMPTION MEASUREMENTS THROUGHOUT THE CONSTRUCTION PERIOD.
  31. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY ENERGY EFFICIENCY MEASUREMENTS AND SHALL BE RESPONSIBLE FOR MAINTAINING ALL ENERGY EFFICIENCY MEASUREMENTS THROUGHOUT THE CONSTRUCTION PERIOD.
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  33. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY WASTE REDUCTION MEASUREMENTS AND SHALL BE RESPONSIBLE FOR MAINTAINING ALL WASTE REDUCTION MEASUREMENTS THROUGHOUT THE CONSTRUCTION PERIOD.
  34. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY WATER SAVING MEASUREMENTS AND SHALL BE RESPONSIBLE FOR MAINTAINING ALL WATER SAVING MEASUREMENTS THROUGHOUT THE CONSTRUCTION PERIOD.
  35. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY ENERGY SAVING MEASUREMENTS AND SHALL BE RESPONSIBLE FOR MAINTAINING ALL ENERGY SAVING MEASUREMENTS THROUGHOUT THE CONSTRUCTION PERIOD.
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  38. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY WATER REUSE MEASUREMENTS AND SHALL BE RESPONSIBLE FOR MAINTAINING ALL WATER REUSE MEASUREMENTS THROUGHOUT THE CONSTRUCTION PERIOD.
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  46. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY WATER REUSE MEASUREMENTS AND SHALL BE RESPONSIBLE FOR MAINTAINING ALL WATER REUSE MEASUREMENTS THROUGHOUT THE CONSTRUCTION PERIOD.
  47. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY ENERGY REUSE MEASUREMENTS AND SHALL BE RESPONSIBLE FOR MAINTAINING ALL ENERGY REUSE MEASUREMENTS THROUGHOUT THE CONSTRUCTION PERIOD.
  48. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY CARBON REUSE MEASUREMENTS AND SHALL BE RESPONSIBLE FOR MAINTAINING ALL CARBON REUSE MEASUREMENTS THROUGHOUT THE CONSTRUCTION PERIOD.
  49. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY WASTE REUSE MEASUREMENTS AND SHALL BE RESPONSIBLE FOR MAINTAINING ALL WASTE REUSE MEASUREMENTS THROUGHOUT THE CONSTRUCTION PERIOD.
  50. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY WATER REUSE MEASUREMENTS AND SHALL BE RESPONSIBLE FOR MAINTAINING ALL WATER REUSE MEASUREMENTS THROUGHOUT THE CONSTRUCTION PERIOD.

## GENERAL INFORMATION

**PROJECT LOCATION:** BELTON, TEXAS  
**PROJECT NUMBER:** 1000  
**DATE:** 10/1/2023  
**SCALE:** AS SHOWN  
**DESIGNED BY:** ARCHITECTURAL  
**CHECKED BY:** ARCHITECTURAL  
**DATE:** 10/1/2023



1111 Dallas Street, Suite 100  
 Austin, TX 78701  
 www.clockwork.com



REV: 001  
 DATE: 10/1/2023  
 BY: ARCHITECTURAL

TITLE SHEET  
 A000

**SECTION IV**  
**C**

**R2016-11**

A RESOLUTION AUTHORIZING THE CITY COUNCIL OF BELTON, MISSOURI TO REAPPOINT STEVEN DEERE AS A DIRECTOR OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE CITY OF BELTON, MISSOURI.

WHEREAS, The City Council of the City of Belton, Cass County, Missouri, have heretofore authorized the formation of an Industrial Development Corporation in the City of Belton, Missouri, in accordance with Chapter 349 of the Missouri Revised Statutes; and

WHEREAS, Section 349.045, RSMO, as amended, provides that the City Council shall provide for the appointment and reappointment of individuals to serve as Directors of the aforementioned said Authority; and

WHEREAS, Steven Deere's term expired March 27, 2016; he is hereby reappointed to serve on the Industrial Development Authority until March 27, 2022; and

WHEREAS, the Industrial Development Authority has two (2) vacancies resulting from the death of Peggy Dryden and Gibson Pearis moving out of Belton; and

WHEREAS, these terms will remain vacant until filled.

NOW, THEREFORE, BE IT RESOLVED that the following persons, who are duly qualified electors and tax payers of the City of Belton, Missouri are the Directors of the Industrial Development Authority of the City of Belton, Cass County, Missouri:

<u>NAME</u>	<u>TERM</u>
Vacant	March 27, 2017
Robert Henderson	March 27, 2017
Vacant	March 27, 2021
Paul Fyffe	March 27, 2021
<b>Steven Deere</b>	<b>March 27, 2022</b>

Duly read and passed this \_\_\_\_ day of \_\_\_\_\_, 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 \_\_\_\_ day of \_\_\_\_\_, 2016, and adopted at a regular meeting of the City Council held the \_\_\_\_ day of \_\_\_\_\_, 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 IV**  
**D**

**R2016-12**

**A RESOLUTION REAPPOINTING BOBBY PERKINS, DAVID HARBER, AND J.W. BROWN TO THE BUILDING AND FIRE PREVENTION CODES BOARD OF ADJUSTMENT.**

---

WHEREAS, Section 7-5 of the Code of Ordinances provides for the establishment of a Building and Fire Prevention Code Board of Adjustment to aid in the administration of the Building and Fire Prevention Codes of the City; and

WHEREAS, Bobby Perkins' term expires April 1, 2016; he is hereby reappointed to serve as a member of the Building and Fire Prevention Code Board of Adjustments until April 1, 2018; and

WHEREAS, David Harber's term expires April 1, 2016; he is hereby reappointed to serve as a member of the Building and Fire Prevention Code Board of Adjustments until April 1, 2018; and

WHEREAS, the Building and Fire Prevention Codes Board of Adjustment has one (1) vacancy resulting from the death of CD Donovan; and

WHEREAS, J.W. Brown has been an alternate is hereby appointed to serve as a member of the Building and Fire Prevention Code Board of Adjustments until April 1, 2018.

NOW, THEREFORE, BE IT RESOLVED by the City Council, City of Belton, that the following named individuals constitute the Belton Building and Fire Prevention Code Board of Adjustments, being appointed for two (2) year terms, or until their successor(s) is duly appointed:

<u>NAME</u>	<u>TERM</u>
Gary Lathrop	April 1, 2017
Bobby Davidson	April 1, 2017
<b>Bobby Perkins</b>	<b>April 1, 2018</b>
<b>David Harber</b>	<b>April 1, 2018</b>
<b>J.W. Brown</b>	<b>April 1, 2018</b>

Duly read and approved this \_\_\_\_ day of \_\_\_\_\_, 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 \_\_\_\_ day of \_\_\_\_\_, 2016, and adopted at a regular meeting of the City Council held the \_\_\_\_ day of \_\_\_\_\_, 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 VI**  
**B**

**BILL NO. 2016-14**

**ORDINANCE NO.**

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.

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WHEREAS, water rates are hereby increased by three percent (3.0%) to cover the increase in the raw water source charges from the water source, Kansas City, Missouri in addition to infrastructure maintenance; and

WHEREAS, sewer rates will remain unchanged at this time.

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

Section 1. That Section 42-36 of the Unified Development Code of the City of Belton, Missouri is hereby amended to read as follows:

**Section 42-36. Rates inside city.**

(a) Schedule from April 1, 2016: In all residential instances, the rate schedule for water use within the corporate limits beginning April 1, 2016, billing shall be as follows:

- (1) Fifteen hundred (1,500) gallons minimum-- \$13.24
- (2) Debt service rate -- \$10.21
- (3) Fifteen hundred one (1,501) gallons and over--\$0.9923 per one hundred (100) gallons of metered water.

(b) Schedule from April 1, 2016: In all non-residential instances, the rate schedule for water use within the corporate limits beginning April 1, 2016, billing shall be as follows:

- (1) Fifteen hundred (1,500) gallons minimum-- \$13.24
- (2) Debt service rate-- \$16.46
- (3) Fifteen hundred one (1,501) gallons and over--\$0.9923 per one hundred (100) gallons of metered water.

Section 2. That Section 42-38 of the Unified Development Code of the City of Belton, Missouri is hereby amended to read as follows:

**Sec. 42-38. Water rates for approved water districts or local governments.**

(a) In all instances, the rates for water provided to approved water districts or other local



government entities for resale to their own customers outside the City of Belton, beginning with the April 1, 2016, billing, shall be as follows:

\$0.5914 per one hundred (100) gallons

- (b) The rate established herein shall be available only to those water districts or other local government entities specifically approved by the **City Council** and shall be increased annually, effective April 1, 2016, by no less than the percentage of increase applied to retail water customers, or as otherwise changed by amendment to the City Code.

Section 3. That Section 42-39 of the Unified Development Code of the City of Belton, Missouri is hereby amended to read as follows:

**Section 42-39. Rates for water consumed outside city.**

- (a) Schedule from April 1, 2016. In all instances the rates scheduled for water provided by the city outside the city limits for residential household use beginning with the April 1, 2016, billing shall be as follows:

(1) Fifteen hundred (1,500) gallons minimum-- \$15.24

(2) Debt service rate-- \$10.21

(3) Fifteen hundred one (1,501) gallons and over--\$1.1248 per one hundred (100) gallons of metered water.

- (b) Schedule from April 1, 2016. In all instances the rates scheduled for water provided by the city outside the city limits for non-residential use beginning with the April 1, 2016, billing shall be as follows:

(4) Fifteen hundred (1,500) gallons minimum-- \$15.24

(5) Debt service rate-- \$16.46

(6) Fifteen hundred one (1,501) gallons and over--\$1.1248 per one hundred (100) gallons of metered water.

Section 4. That Section 42-296 of the Unified Development Code of the City of Belton, Missouri is hereby amended to read as follows:

**Section 42-296. Sewer system user rates.**

- (a) *General.* Each user or contributor shall pay for the services provided by the City of Belton Sewer System based on the sewer user's choice of two calculation methods.

Each user will determine which method of calculation is best for their household. No sewer service shall be furnished or rendered free of charge to any person.

- (1) The volumetric method. Monthly user charges shall be based on water usage as determined by water meter readings during the month.
  - (2) The winter average method. Monthly user charges shall be based on water usage as determined by water meter readings during the month of December, January, and February ("test period") and be effective with cycle billings in May following the test period. Such average water usage thus determined shall remain the basis for determining the contributor's monthly sewer charge until a new average consumption is determined following the next test period. If a residential user or contributor has not established a December, January, and February average, such contributor's user charge shall be the mean charge of all other residential contributors.
- (b) Residential contributors. "Residential contributors" shall mean any contributor to the city's sewer collection system whose structure is exclusively used for domestic dwelling purposes with no more than two (2) dwelling units on each separate water meter. Users of a portion of a structure which portion is separately metered for water use and is used exclusively as a dwelling are also classified as residential contributors. Residential contributors shall not include the users of hotels, motels, boardinghouses, nursing homes, residence halls, or multi-unit residential complexes served by a common water meter or meters. Exceptions may include contributors with a service contract approved by the City Council.
- (c) Nonresidential contributors. For all contributors, including industrial, commercial, or multi-unit residential complexes served by a common water meter or meters, monthly sewer user charges shall be based on the volumetric method of calculation of water usage as determined by water meter readings during the month, except as provided herein.
- (1) If a nonresidential contributor has a consumptive use of water, or in some other manner uses water which is not returned to the wastewater collection system, the user charge for that contributor may be based on a wastewater meter(s) or

separate water meter(s) installed and maintained at the contributor's expense and in a manner acceptable to the city.

- (2) Nonresidential contributors arranging temporary service for a construction site may choose to be charged for monthly sewer charges by either the volumetric method or by the winter average method allowed for residential contributors. The selection of a winter average sewer billing method for temporary construction site services shall be effective until establishment of a permanent service account but in no event longer than twelve (12) monthly billing periods. The selection of either option may not be revoked by the customer after the temporary account is established except as provided herein. The winter average for such temporary services shall be based on the average monthly water usage for all residential customers as may be determined from time to time by the city. The provisions of subparagraph (2) shall not apply to construction sites for expansions or remodeling of an existing permanent sewer service site.

(d) City sewer rates:

- (1) Schedule from July 1, 2013: In all residential instances the rate schedule for sewer use within the corporate limits beginning with the July 1<sup>st</sup>, 2013 billing shall be as follows:
  - a. Fifteen hundred (1,500) gallons minimum-- \$9.07 volumetric method/\$10.25 winter month average
  - b. Debt service rate-- \$15.33
  - c. Volumetric method: fifteen hundred one (1,501) gallons and over- \$1.0430 per one hundred (100) gallons of metered water. Winter month average: fifteen hundred one (1,501) gallons and over- \$1.1219 per one hundred (100) gallons of metered water based on the winter average.
- (2) Schedule from July 1, 2013: In all non-residential instances the rate schedule for water use within the corporate limits beginning with the July 2013 billing, shall be as follows:
  - a. Fifteen hundred (1,500) gallons minimum-- \$9.07
  - b. Debt service rate-- \$21.58

- c. Fifteen hundred one (1,501) gallons and over-\$1.0430 per one hundred (100) gallons of metered water.
- (3) Sewer Rates for residential contributors outside city- Schedule from July 1, 2013:  
In all residential instances the rate schedule for water use outside the corporate limits beginning with the July 2013 billing, shall be as follows:
- a. Fifteen hundred (1,500) gallons minimum-- \$12.98 volumetric method/\$14.46 winter month average
  - b. Debt service rate-- \$15.33
  - c. Volumetric method: fifteen hundred one (1,501) gallons and over-\$1.3038 per one hundred (100) gallons of metered water. Winter month average: fifteen hundred one (1,501) gallons and over-\$1.4027 per one hundred (100) gallons of metered water.
- (4) Sewer Rates for non-residential contributors outside city- Schedule from July 1, 2013: In all non-residential instances the rate schedule for water use outside the corporate limits beginning with the July 2013 billing, shall be as follows:
- a. Fifteen hundred (1,500) gallons minimum-- \$12.98
  - b. Debt service rate-- \$21.58
  - c. Volumetric method: fifteen hundred one (1,501) gallons and over-\$1.3038 per one hundred (100) gallons of metered water. Winter month average: not available.

Section 5. Any and all new rates established herein shall be effective with any billing from and after April 1, 2016.

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

Section 7. This ordinance shall be in full force and effect from and after its passage and approval.

READ FOR THE FIRST TIME: February 23, 2016

READ FOR THE SECOND TIME: \_\_\_\_\_

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

Approved this \_\_\_ day of \_\_\_\_\_, 2016.

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

ATTEST:

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

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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and 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:

AYES:            COUNCILMEN:

NOES:            COUNCILMEN:

ABSENT:        COUNCILMEN:

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

**SECTION VI**  
**L**



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.

---

WHEREAS, at the April 21, 2015 City Council Work Session, Staff presented information on the 2015 Street Preservation Program including how technology is being used to assist staff in making informed decisions; and

WHEREAS, a quality transportation system (streets, bridges, curbs and sidewalks) is important to a safe and vibrant community, and the City of Belton has been very eager to develop strategies to improve in this area. Staff has been working diligently to assess the system, document the work, and describe the needs so effective strategies can be implemented. Staff has managed the revenue levels by keeping employee costs stable and implementing many other cost-effective measures so that as much actual on the ground work as possible may be performed each year. The City's Transportation System continues to deteriorate at a rate that is impossible to overcome without new funding and new approaches on maintenance; and

WHEREAS, in 2015 Staff has presented information for street preservation maintenance activities that included several action items as follows:

- 1) Spend preservation funding every other year. This maximizes the dollars spent.
- 2) Focus available resources on maintaining streets meeting current condition standards so they do not fall into the poor/failed range.
- 3) Provide crews with equipment that is efficient and cost effective.
- 4) Utilize technology to manage infrastructure and material usage.
- 5) Development of citizen Cost-Share Program
- 6) Partner with neighboring cities in developing maintenance contracts that maximize dollars.

WHEREAS, on April 28, 2015 City Council approved Ordinance Number 2015-4094, approving the Contract with Superior Bowen Asphalt Company, LLC for the 2015 Street Preservation Project/Overlay in a not-to-exceed amount of budgeted funds. The Contract Number is 225-2015-1; and

WHEREAS, on July 14, 2015 City Council approved Ordinance Number 2015-4111 approving the Contract with Vance Brothers, Inc. for the 2015 Street Preservation Project/Chip Seal in a not-to-exceed amount of budgeted funds. The Contract Number is 225-2015-3; and

WHEREAS, on November 19, 2015 staff advertised the 2015 Street Preservation Project / Concrete Replacement project (Contract Number 225-2015-2A) and opened bids on December 17, 2015. The apparent low bidder was Terry Snelling Construction, Inc. with a base bid of \$138,678.40 (unit price of \$26.24 per linear foot of curb replaced); and

WHEREAS, the Approved Fiscal Year 2016 Budget allocates funds in the amount of \$150,000.00 for Curb Replacement (225-0000-495-7300 ST 1602); and

WHEREAS, Staff invited representatives of Terry Snelling Construction, Inc. for an interview on January 5, 2016. Council approved a construction contract with Terry Snelling Construction, Inc. for the 2015 Street Preservation Project / Concrete Replacement in a not-to-exceed amount of \$150,000.00 on January 26, 2016 under Ordinance No. 2016-4171. The contract was fully executed on January 29, 2016, and

WHEREAS, Council approved Fiscal Year 2017 budget on March 8, 2016 with funds allocated for approximately 13,338 linear feet (LF) of additional curb replacement (225-0000-495-7300) in the amount of \$350,000; and

WHEREAS, Council approved Fiscal Year 2017 budget on March 8, 2016 with funds allocated for Street Preservation (225-0000-495-7300) in the amount of \$1,247,000. Staff proposes to utilize \$75,000 of the budgeted amount to complete an additional 2,830 LF of curb replacement on the streets identified for an overlay or reconstruct; and

WHEREAS, Council approved Fiscal Year 2017 budget on March 8, 2016 with funds allocated for ADA Compliance Improvements (225-0000-495-7300) in the amount of \$25,000 to be used for sidewalk and drive approach upgrades at City Hall and the Annex; and

WHEREAS, Staff recommends approval of Change Order #1 increasing the contract amount by \$450,000 with Terry Snelling Construction to complete the work as identified above.

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 constructing and maintaining the public improvements that are part of the 2015 Street Preservation Program and which are for the benefit of the citizens of the City to maintain the transportation system.
- SECTION 2. That the City of Belton, Missouri shall approve and authorize Change Order #1 with Terry Snelling Construction, Inc. for the 2015 Street Preservation Project / Concrete Replacement increasing the contract amount by \$450,000.00 as set forth in the attached **Change Order #1** 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: March 8, 2016

READ FOR THE SECOND TIME: \_\_\_\_\_

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

Approved this \_\_\_ day of \_\_\_\_\_, 2016.

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

ATTEST:

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

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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and 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:

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:** March 8, 2016

**DIVISION:** Transportation/Engineering

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

<input checked="" type="checkbox"/> Ordinance	<input 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:**

On January 26, 2016, Council approved an agreement with Terry Snelling Construction, Inc. to complete the 2015 Street Preservation Project / Curb Replacement in a not-to exceed amount of \$150,000. When this project was bid an alternate was included in the bid packet to perform additional curb replacement in 2016 in the amount of \$350,000. When this contract was approved by Council, staff included a draft change order describing the alternate bid.

The proposed Fiscal Year 2017 Budget allocates funds in the amount of \$350,000.00 for Curb Replacement (225-0000-495-7300). The bid identified 12,420 linear feet (LF) of curb replacement. Due to the quoted pricing, an additional 918 LF can be added to spend the total allocated funds.

After the bids were received and during the budget process, additional funding has been proposed to complete a street preservation project that included 2" mill and overlay, 4" mill and overlay, reconstructs and chip seal. The proposed funding for this totals \$1,247,000. An additional 2,830 LF of curb is needed on these proposed streets to complete a quality project. It is staff's recommendation to utilize \$75,000 of these funds to repair additional curb.

Funding, in the amount of \$25,000 was also added to the Transportation proposed budget to make necessary repairs to the sidewalk and drive approaches because of ADA compliance issues in front of City Hall and the Annex. Staff is negotiating with Terry Snelling Construction, Inc. to determine the solution for this work. Staff is recommending to include the proposed budget amount with Change Order #1 in an amount not-to exceed the budgeted funds.

Staff recommends approval of Change Order #1 with Terry Snelling Construction, Inc., who is currently under contract, contingent upon final approval of the proposed Fiscal Year 2017 Budget.

**PROPOSED CITY COUNCIL MOTION:**

At the March 8, 2016 Regular City Council Meeting, approve the first read of an ordinance 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.

**BACKGROUND:**

A quality transportation system (streets, bridges, curbs, and sidewalks) is important to a safe and vibrant community, and the City of Belton has been very eager to develop strategies to improve in this area. Staff has been working diligently to assess the system, document the work, and describe the needs so effective strategies can be implemented.

Staff has managed the static revenues by keeping employee costs stable and implementing many other cost-effective measures to reduce some expenditures so that as much actual on the ground work as possible may be performed each year. The City's Transportation System continues to deteriorate at a rate that is impossible to overcome without new funding ideas and new ideas to the approach on maintenance. Staff presented information on this year's Street Preservation Program and show how our technology is being used to make informed decisions at the April 21, 2015 City Council Work Session.

**IMPACT/ANALYSIS:**

Due to the City's Fiscal Year occurring in April 2016 around the start of the construction season, the 2015 Street Preservation Project / Concrete Replacement project includes a Base Bid and an Alternate Bid anticipating that the Alternate Bid will be incorporated into the contract by change order once the 2017 Fiscal Year Budget is approved.

The Base Bid included 5,285 LF of curb replacement and the Alternate Bid included 12,420 LF of curb replacement. The Alternate Bid is included in the proposed budget for the 2017 Fiscal Year's Budget. At this time, staff is requesting Change Order #1 be approved, as detailed in the recommendation, when the proposed Fiscal Year 2017 budget is adopted with work to follow immediately after.

**FINANCIAL IMPACT**

Contractor:	Terry Snelling Construction, Inc.	
Amount of Request/Contract:	\$	\$450,000
Amount Budgeted:	\$	\$450,000
Funding Source:	225-0000-495-7300 (Street Preservation, Curb Replacement and ADA Compliance Improvements)	

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

At the March 8, 2016 Regular City Council Meeting, approve the first read of an ordinance 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.

**LIST OF REFERENCE DOCUMENTS ATTACHED:**

- Ordinance
- Change Order #1





# CHANGE ORDER NO. 1

Contract Number 225-2016-2A

Project Title 2015 Street Preservation Project / Concrete Replacement

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

**Ordinance / Resolution No:** 2016-4171

To CONTRACTOR Terry Snelling Construction, Inc.

The Contract is changed as follows: increase contract amount up \$450,000.00 to replace approximately 16,168 linear feet of curb in accordance with the contract and complete ADA compliant repairs in a not-to exceed amount of the new contract price of \$600,000.

**Not valid until signed by the OWNER.**

The original Contract Price was .....	\$ 150,000.00
Net change by previously authorized Change Orders .....	\$ 0.00
The Contract Price prior to this Change Order was .....	\$ 150,000.00
The Contract Price will be <b>increased</b> by .....	\$ 450,000.00
The new Contract Price including this Change Order will be .....	\$600,000.00
The Contract Times will be changed by .....	30 days
The date of Final Completion as of the date of this Change Order therefore is .....	

<b>CONTRACTOR:</b> Terry Snelling Construction, Inc.	<b>By:</b>	<b>Date:</b>
<b>OWNER:</b> City of Belton, Missouri	<b>Ron Trivitt</b> City Manager	<b>Date:</b>
<b>ENGINEER:</b> City of Belton, Missouri	<b>Attest By:</b>  <b>Jeff Fisher</b> Public Works Director	<b>Date:</b>



**SECTION VI**  
**M**



**AN ORDINANCE APPROVING A COST SHARING AGREEMENT WITH MID-AMERICA REGIONAL COUNCIL (MARC) FOR THE KANSAS CITY METROPOLITAN REGIONAL AERIAL PHOTOGRAPHY PROJECT.**

---

WHEREAS, the Kansas City Metropolitan Region Aerial Photography Project (the "Project") is a project that involves the acquisition of orthophotography, Digital Elevation Model, and their corresponding metadata (the "Orthos") for areas in the Kansas City Metropolitan Region. The Project has been established by KC MetroGIS (the "Committee"), a committee of geographic information systems (GIS) professionals by MARC; and

WHEREAS, the Committee has identified that an overall reduced cost will be achieved pursuant to economies of scale if the governmental agencies in the Region work together for a consolidated purchase of the Orthos (the "Imagery") from a single vendor; and

WHEREAS, the Committee has established a Cost Sharing Model to distribute the overall cost of the Imagery between the various agencies participating in the Project; and

WHEREAS, MARC is coordinating the contract and administration of the Project; and

WHEREAS, the City of Belton has participated in the Kansas City Metropolitan Aerial Photography Project previously (Ordinance 2012-3796; Ordinance 2014-3977).

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

Section 1. That the City of Belton, Missouri shall approve and authorize a Cost Sharing Agreement with Mid-America Regional Council (MARC) for the Kansas City Metropolitan Regional Aerial Photography Project at a cost of \$1,338.29 as set forth in **Exhibit A** attached hereto and made part hereof as fully as if set forth herein verbatim.

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

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

READ FOR THE FIRST TIME:                      March 8, 2016

READ FOR THE SECOND TIME:                      \_\_\_\_\_

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

Approved this \_\_\_ day of \_\_\_\_\_, 2016.

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

ATTEST:

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

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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and 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:

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:** March 8, 2016

**DIVISION:** Public Works/GIS

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

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

**ISSUE/RECOMMENDATION:**

The City has previously participated in the Kansas City Metropolitan Regional Aerial Photography Project coordinated by Mid-American Regional Council (MARC) for acquiring aerial photography that is utilized in the City's GIS, Web GIS, and Cartegraph. This photography is viewed and used often in Council meetings and also used by several departments in many different ways.

**PROPOSED CITY COUNCIL MOTION:**

Approval and authorization of an ordinance approving a Cost Sharing Agreement with MARC for the Kansas City Metropolitan Regional Aerial Photography Project at a cost of \$1,338.29 at the regular Council meeting on March 8, 2016

**BACKGROUND:**

The most recent aerial photography that the City has available is over two years old. The City needs an updated aerial to be able to create more reliable data, make more informed decisions, plan more effectively, etc. The Mid-America Regional Council (MARC) is coordinating a Kansas City metro-wide aerial photography acquisition that will allow the City of Belton to procure aerial photography at a reduced cost. The cost of the aerial photography will be \$1,338.29.

**FINANCIAL IMPACT/ANALYSIS:**

Contractor:	Mid-America Regional Council
Amount of Request/Contract:	\$ 1,338.29
Amount Budgeted:	\$ 2,625.00
Funding Source:	010-2000-400-3020
Additional Funds:	\$ N/A
Funding Source:	N/A
Encumbered:	\$ N/A
Funds Remaining:	\$ N/A

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

Approval and authorization of an ordinance approving a Cost Sharing Agreement with MARC for the Kansas City Metropolitan Regional Aerial Photography Project at a cost of \$1,338.29 at the regular Council meeting on March 8, 2016

**LIST OF REFERENCE DOCUMENTS ATTACHED:**

- Ordinance
- Cost Sharing Agreement
- MARC Memo

600 Broadway, Suite 200  
Kansas City, Missouri 64105-1659

816-474-4240  
816-421-7758 FAX  
www.marc.org



February 5, 2016

Ryan Vaughan  
City of Belton  
520 Main Street  
Belton, MO 64012

Re: 2016 Kansas City Metropolitan Region Aerial Photography Project

Dear Mr. Vaughan:

Mid-America Regional Council (MARC), at the direction of KC MetroGIS, the Kansas City region's GIS consortium, is undertaking a regional aerial photography project on behalf of local governments in the Kansas City metropolitan area. Local government GIS professionals across the Metro region identified this project as a high priority, given that all local governments need aerial photography and the cost of acquiring it could be reduced significantly via economies of scale if all the governmental agencies worked together to develop common specifications for a consolidated purchase from a single vendor. Over the past year the 2016 Imagery workgroup, working on behalf of KC MetroGIS has developed imagery standards, issued a Project Assessment Quotation (PAQ), and hired a vendor for the 2016 acquisition.

To facilitate the cost sharing aspect of this project, KC MetroGIS developed a methodology to fairly share the cost among participating agencies in the region. The results can be referenced in the cost model spreadsheet, which will be provided along with other project documents you will receive via email titled 'Kansas City Regional Aerial Project 2016'.

Enclosed you will find two copies of the Orthophotography Cost Sharing Agreement signed by MARC.

- Please fill in the "Notice to Participant" information and record the execution date on the signature page.
- Sign all copies of the agreement and return one copy to MARC, attention Jay Heermann.

Also, you will find the invoice for your agency's share of the project.

- Within 45 days of executing this agreement, please remit payment as indicated to MARC, attention Accounting.
- MARC does not anticipate any changes to the not-to-exceed amount, but should any adjustments be necessary you will be contacted and consulted on how to proceed with covering the cost of the project.

Please note that part of the Cost Sharing Agreement is Exhibit A, the Contract for Professional Services between MARC and Surdex Corp. A copy of the contract with Surdex and the original PAQ will be included with the email referenced above in this correspondence.

If you have any questions, please contact me at 816-701-8252.

A handwritten signature in black ink that reads "Jay Heermann". The signature is fluid and cursive.

Jay Heermann  
GIS Manager

Enclosures

Chair  
Curt Skoog  
Councilmember  
Overland Park, Kansas

1st Vice Chair  
Carol Suter  
Councilmember  
Gladstone, Missouri

2nd Vice Chair  
Ed Eilert  
Commission Chairman  
Johnson County, Kansas

Treasurer  
Beverlee Roper  
Commissioner  
Platte County, Missouri

Secretary  
Randy Rhoads  
Mayor  
Lee's Summit, Missouri

Executive Director  
David A. Warm





Remit To:  
 600 Broadway Suite 200  
 Kansas City, MO 64105-1659  
 Phone: (816) 474-4240  
 Fax: (816) 421-7758

Invoice	G-I-0006448
Date	2/5/2016
Grant No.	52480
Page	1

**Bill To:**

**City of Belton**  
  
 Ryan Vaughan  
 520 Main St  
 Belton MO 64012

**Return one copy with payment.**

Purchase Order No.	Customer ID	MARC Contact	Payment Terms	Master No.
	BELTON-GIS		Net 45	7,694
Item Number	Description	Ext. Price		
52480-2016	2016 Regional Imagery Cost Share Project; includes \$30.44 MARC fee	\$1,338.29		
			<b>Subtotal</b>	<b>\$1,338.29</b>
			<b>Misc</b>	<b>\$0.00</b>
			<b>Total</b>	<b>\$1,338.29</b>



Remit To:  
 600 Broadway Suite 200  
 Kansas City, MO 64105-1659  
 Phone: (816) 474-4240  
 Fax: (816) 421-7758

Invoice	G-I-0006448
Date	2/5/2016
Grant No.	52480
Page	1

**Bill To:**

City of Belton  
  
 Ryan Vaughan  
 520 Main St  
 Belton MO 64012

**Return one copy with payment.**

Purchase Order No.	Customer ID	MARC Contact	Payment Terms	Master No.
	BELTON-GIS		Net 45	7,694
Item Number	Description	Ext. Price		
52480-2016	2016 Regional Imagery Cost Share Project; includes \$30.44 MARC fee	\$1,338.29		
		Subtotal	\$1,338.29	
		Misc	\$0.00	
		Total	\$1,338.29	

## COST SHARING AGREEMENT

This Cost Sharing Agreement (the "Agreement") is made effective as of this \_\_\_ day of March, 2016, by and between Mid-America Regional Council ("MARC") and the City of Belton, Missouri (the "Participant").

### WITNESSETH

WHEREAS, the Kansas City Metropolitan Region Aerial Photography Project (the "Project") is a project that involves the acquisition of orthophotography, Digital Elevation Model and their corresponding metadata (the "Orthos") for areas in the Kansas City Metropolitan Region (the "Region"). The Project has been established by KC MetroGIS (the "Committee"), a committee of GIS professionals established by MARC;

WHEREAS, the Committee has identified that an overall reduced cost will be achieved pursuant to economies of scale if the governmental agencies in the Region work together for a consolidated purchase of the Orthos (the "Imagery") from a single vendor;

WHEREAS, the Committee has established a Cost Sharing Model (the "Model") to distribute the overall cost of the Imagery between the various agencies participating in the Project (the "Participating Agencies");

WHEREAS, The Committee determined that a sub-group of members will act as the steering committee (the "Steering Committee") for the development of standards, selection of a vendor and discussing issues relating to the Project, and that the Steering Committee will be defined as:

1. Representatives from jurisdictions across the MARC region, including Leavenworth and Wyandotte Counties in Kansas, and Jackson, Platte and Clay County, the Cities of Kansas City, Liberty, Raymore, Blue Springs and Lee's Summit in Missouri.
2. Mid-America Regional Council, Missouri Department of Conservation (MDC).

WHEREAS, MARC is coordinating the contract and administration of the Project; and

WHEREAS, this Agreement contains the key points that all Participating Agencies agree to in the preparation, distribution and payment of the Imagery that are acquired through the Project.

NOW, THEREFORE, in consideration of the mutual covenants herein, and intending to be legally bound hereby, MARC and Participant agree as follows:

1. Services. Pursuant to the Contract for Professional Services (the "Contract") between MARC and Surdex Corporation, (the "Contractor"), dated January 12th, 2016, included as Exhibit A and incorporated herein by reference, the Contractor and/or its subcontractors identified in Exhibit A will prepare the Imagery (the "Services"). MARC shall act as the

coordinating agency to administer the terms pursuant to this Agreement and the Contract. At all times, MARC shall act in the best interest of all of the Participating Agencies.

2. Payment for Orthos. As compensation for the Services provided by the Contractor for the benefit of Participant relating to the Orthos, Participant agrees to pay an amount not to exceed **\$1,338.29** (the "Ortho Fee") to MARC. The amount is based on (a) a conservative estimate of the number of Participating Agencies, (b) the cost matrix provided by the Contractor in their proposal, and (c) the formulas in the Model, which is named "CostShareModel2016.xls" and which is included hereto as Exhibit B. To cover the costs of contract management and administration, MARC is including an Administrative Fee to the Ortho Fee. The Ortho Fee shall be transferred to MARC within thirty (30) days of the execution of this Agreement. The Ortho Fee will be kept by MARC in a designated fund that will be used to pay for the Orthos and any other expenses incurred by MARC pursuant to this Agreement or the Contract. In the event of a change in the number of Participating Agencies that agree to contribute to the Project after the execution of this Agreement, the Ortho Fee shall be recalculated as provided above and adjusted accordingly. At the conclusion of the Project, MARC will return to the Participant any remaining portion of the Ortho Fee not paid to the Contractor as provided in this Agreement.

- a. The Ortho Fee for the City of Belton is the raw cost to fly participating Cass County cities less Missouri Department of Conservation funding, multiplied by Belton's portion of total flight in Cass, plus the MARC Administrative Fee:

$$\$7,323.95 = \$8,523.95 - \$1,200 \text{ (raw cost to fly cities in Cass minus MDC funding)}$$

$$\mathbf{\$1,307.85} = \$7,323.95 \times .1786 \text{ (\% of total flight in Cass)}$$

$$\mathbf{\$30.44} = \text{MARC Administration Fee (portion of total administrative fee charged to Cass participants)}$$

$$\mathbf{\$1,338.29} - \text{Not to exceed amount for 2016 flight.}$$

3. Review and Approval of the Orthos. Each participating county, Kansas City Missouri, and members of the Steering Committee, (collectively, the "Ortho Reviewers", and individually, an "Ortho Reviewer") shall review all Orthos relating to the Project. Each Ortho Reviewer will receive the Orthos within its jurisdictional boundaries directly from the Contractor. Each Ortho Reviewer will review the Orthos pursuant to their respective quality control procedures, and coordinate between any Participating Agencies that have overlapping boundaries. Orthos that do not adhere to the quality standards described in the Contract or the quality control standards of the respective Ortho Reviewers will be handled according to the Contract.

4. Payments to Contractor. MARC will pay invoices from the Contractor for Services rendered on a monthly basis, with ten (10) percent retained until all deliverables and services described in the Contract (the "Products") receive final approval from all of the Reviewers. Once a Reviewer completes its review and notifies the Contractor that all of its respective Products are satisfactory, such Reviewer will also simultaneously notify MARC in writing. Once such notification has been received by MARC from all Reviewers, MARC will pay the retained amount in full to the Contractor within thirty (30) days.

5. Receipt of Images. After final approval and receipt of the Images by each Reviewer, the Reviewer will deliver images to each Participating Agency within its boundaries according to a method agreed to by a majority of the Participating Agencies.

6. Ownership, Access and Distribution of Orthos. Each Participating Agency will have ownership of the Orthos within their jurisdictional boundaries and for areas outside their boundaries for which they have also agreed to share costs with overlapping jurisdiction(s). In cases where Participating Agencies have overlapping boundaries, such Participating Agencies will jointly own the Orthos and will make a good faith effort to agree on a consistent price and criteria for selling or otherwise distributing the Orthos. Each Participating Agency will have access to the Orthos outside of their jurisdictional boundary for internal use only, but will not have ownership of such Orthos or be allowed to sell or otherwise distribute such Orthos in any manner, the only exceptions being those mentioned above where a participating agency agreed to share costs for areas outside their jurisdictional boundaries. The Participating Agencies may print a hard copy or PDF of any Ortho within their jurisdictional boundaries and may sell or otherwise distribute such Orthos according to each agency's currently adopted policy. Each Participating Agency will remain the point of distribution for the Orthos within its jurisdictional boundaries and may collect and retain any consideration from any sale or other distribution of such Orthos.

7. The Missouri Department of Conservation (MDC). MDC is a Participating Agency and is contributing \$20,000 to the project. MARC will distribute the MDC contribution to the project evenly among all the local Participating Agencies that are within Missouri and based on the number of square miles flown. The MDC will receive a copy of the Orthos that are within Missouri. Payment by MDC will be made to MARC and will be due thirty (30) days after the date that MDC accepts the Orthos.

8. MARC's Receipt and Use of Orthos. Participant agrees that MARC will receive a copy of the Orthos for use in its role as the Region's Metropolitan Planning Organization and Council of Governments. After each Reviewer gives final approval to all of its respective Orthos, MARC will receive a copy of that Reviewer's Orthos directly from the Contractor. MARC will make a copy of the Orthos and provide a copy to MDC. MARC may print a hard copy, or export a PDF or non-georeferenced JPEG of any Ortho within the Region and may sell or otherwise distribute such Orthos according to its currently adopted policy; provided, however, that MARC will not sell or distribute digital copies of the original Orthos and MARC understands that it is the intent of this Agreement that each Participating Agency will remain the primary point of distribution for the Orthos within its jurisdictional boundaries.

9. Limitation of Liability. Participant hereby acknowledges that MARC is administering the Project for the purpose of providing a benefit to the Participating Agencies. PARTICIPANT HEREBY AGREES THAT MARC AND ITS AFFILIATES SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY CLAIMS OF ANY NATURE WHETHER SUCH CLAIMS ARE BASED ON WARRANTY, CONTRACT, NEGLIGENCE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNIFICATION, STATUTE, ANY OTHER CAUSE OR COMBINATION OF CAUSES, OR OTHERWISE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE CONTRACT OR THE SERVICES PROVIDED THEREUNDER.



10. Audit. If the parties disagree as to the determination of the Ortho Fee, they shall jointly retain an independent certified public accountant to make the determination, which shall be jointly binding on them. The parties shall split evenly the expenses of making the determination, except that if the accountant concludes that either party had been unreasonable, such party shall bear the full expense of the determination.

11. Inspection of Books. Each party shall permit the other, upon reasonable request, to inspect its books and records relevant to the determination of the Ortho Fee, the Imagery obtained and payments to the Contractor.

12. Termination and Modification. This Agreement shall terminate immediately upon: (a) the mutual consent of the parties; or (b) sixty (60) days' prior written notice by either party.

13. Settlement Upon Termination. No later than ten (10) days after the end of the month during which this Agreement is terminated for any reason, MARC shall deliver to Participant a final invoice setting forth any amount due hereunder or any refund due to Participant. Any amounts due and owing shall be paid to the other party within fifteen (15) days of the date of the final invoice.

14. Amendments. This Agreement may be amended only upon the parties' mutual written consent signed by the parties.

15. Assignment. This Agreement may not be assigned without the prior written consent of the other party.

16. Governing Law. This Agreement shall be governed by, interpreted and enforced in accordance with the laws of the State of Missouri (without regard to conflict of laws principles under which the laws of another state might apply).

17. Notices. All notices, statements or requests provided for hereunder shall be in writing and shall be deemed to have been given when delivered by hand to an officer of the other party, or when deposited with the U.S. Postal Service, as certified or registered mail, postage prepaid, addressed:

Notice to MARC:

Mid-America Regional Council  
600 Broadway, Suite 200  
Kansas City, Missouri 64105-1659  
Attn: Jay Heermann

Notice to Participant:

Ron Trivitt, City Manager    AND  
City of Belton  
506 Main St  
Belton, MO 64012

Megan McGuire, City Attorney  
City of Belton  
506 Main St  
Belton, MO 64012



or to such person or place as each party may designate, from time to time, by written notice sent as aforesaid.

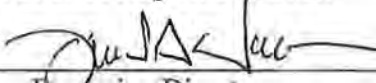
18. Headings. The headings of the various paragraphs of this Agreement are for convenience only and shall be accorded no weight in the construction of this Agreement.

19. Entire Agreement. This Agreement, together with all Exhibits, constitutes the entire agreement between the parties, with respect to the rights established herein.

20. Severability. If any part of this Agreement is determined to be invalid, the validity of this Agreement shall not be affected, and the parties agree that all remaining parts shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers duly authorized to do so on this \_\_\_\_ day of \_\_\_\_\_, 2016.

Mid-America Regional Council

By:   
Title: Executive Director  
Print Name: David A. Warm  
Date: 2/26/2016

City of Belton

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

**EXHIBIT A**

Orthophotography Contract

Attached to this Agreement by virtue of being included in the email correspondence titled, "Kansas City Regional Aerial Project 2016."

## CONTRACT FOR PROFESSIONAL SERVICES

### **“2016 Kansas City Metropolitan Regional Aerial Photography Project”**

This Professional Services Agreement (“Agreement”) is by and between Mid-America Regional Council, hereinafter referred to as "MARC", and Surdex Corporation, hereinafter referred to as "Contractor" and is effective this 12th day of January, 2016.

#### WITNESSETH:

WHEREAS, the 2016 Kansas City Metropolitan Regional Aerial Photography Project (the “Project”) is a project that involves the acquisition of orthophotography, Digital Elevation Models and their corresponding metadata (the “Orthos”), for areas in and around the Kansas City Metropolitan Region (the “Region”); and

WHEREAS, MARC desires to retain Contractor to provide all services associated with the Project; and

WHEREAS, MARC will have ultimate control over the contract and administration of the Project; and

WHEREAS, MARC issued a Project Assessment Quotation (“PAQ”), the terms and conditions of which are incorporated herein by reference but the terms and conditions of this Contract govern in the event of a conflict between the PAQ terms and conditions and the Contractor's Proposal; and,

WHEREAS, MARC will collect money from the Participating Agencies pursuant to the Kansas City Region Aerial Cost Share Model (the “Model”) and distribute the funds to Contractor as provided herein; and,

WHEREAS, the Participating Agencies will execute cost sharing agreements with MARC and as such the Participating Agencies will be direct beneficiaries of the services to be provided under this Contract and will thereby be entitled to enforce this Contract; and,

WHEREAS, Contractor is in the business of providing such services and has agreed to provide the Imagery to MARC and the Participating Agencies as provided herein.

NOW, THEREFORE, in consideration of the above and foregoing recitals, the mutual promises and covenants herein after given, and for other good and valuable consideration, the parties hereto agree as follows:

#### **DEFINITIONS**

Ortho Reviewers – Ortho Reviewers are defined as the Participating Agencies that will be receiving the Orthos from the Contractor and will also coordinate any quality control with other local jurisdictions as they deem appropriate. The Ortho Reviewers are comprised of:

- (a) Six (6) of the nine counties that make up the MARC Region including Clay, Platte (partial), Ray and Jackson in Missouri; Wyandotte and Leavenworth in Kansas;
- (b) Five (5) cities including Kansas City Missouri, Liberty, Raymore, Blue Springs and Lee's Summit.

Participating Agencies – Participating Agencies are defined as the agencies that sign the Cost Sharing Agreement with MARC in order to receive Orthos.

Services – Services are defined as the acquisition and preparation of the Imagery and the development and installation of any software necessary to use or view the imagery as provided herein.

### **SCOPE OF SERVICES**

The Contractor shall perform and accomplish in a manner satisfactory to MARC those tasks described in Exhibit A (the "Scope of Services"), which are incorporated herein by reference. The Contractor shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily possessed and exercised by a member of the same profession who is currently practicing under similar circumstances.

The contractor shall also produce the imagery in accordance to the specifications provided in Exhibit B (the "Imagery Specifications") for the area depicted in Exhibit C (the "Project Area").

### **TIME OF PERFORMANCE**

Term – The Contractor shall begin performing the Project upon the issuance of a written Notice to Proceed by MARC, and shall work diligently to complete the Project to the satisfaction of MARC, in accordance with the terms provided herein by September 28th, 2016.

Should MARC have a continued need for similar Professional Services as identified in Exhibit A "Scope of Services", and both parties (Contractor and MARC) herein agree that renewals of the contract or Change Orders thereto may be negotiated on mutually acceptable terms and conditions.

The period for completion of performance required of the Contractor during the Term shall be fully detailed by the Contractor in the Project Schedule attached hereto as Exhibit D. The time for performance by Contractor shall not be extended without the written consent of MARC. The Project Schedule shall (a) include allowances for reasonable periods of time required for review by MARC and the Participating Agencies, (b) establish a completion date for Contractor's performance and required deliverables, and (c) provide for a schedule of milestones and payment dates.

Extension of Term - The time frame for the completion of the Project under this Agreement may be extended at MARC's sole discretion upon request by the Contractor. Any request for an extension of time to complete the Project shall be made in writing to MARC. The Contractor shall provide to MARC, upon request, documentation to substantiate the justification for additional time needed to complete the Project. MARC shall provide the Contractor with written

notice of its decision within fifteen (15) days of the date that MARC received the written extension request.

Liquidated Damages for Delay - Timely delivery of specified imagery and related digital products is an imperative aspect of this project and Agreement. Pursuant to title 48 of the Federal Acquisition Regulations, subpart 52.211-11, if Contractor fails to deliver or perform the services within the time specified in this Agreement, Contractor shall, in place of actual damages for delay, pay MARC liquidated damages for each calendar day of delay beyond the scheduled completion of Task 6: Final Product Delivery & Metadata specified in Exhibit D (Project Schedule) of this agreement. For the purposes of this Agreement and the liquidated damages described herein, completion of the aforementioned task occurs when not less than ninety percent (90%) of the imagery has been delivered to the Ortho Reviewers and all tasks previous to Task 6 in Exhibit D have also been completed.

The payment scale for liquidated damages specified in this Agreement is as follows:

- (a) Days one (1) through fifteen (15): \$400 per day;
- (b) Days sixteen (16) through thirty (30): \$800 per day;
- (c) Days thirty one (31) through completion: \$1,000 per day.

MARC may withhold the foregoing liquidated damages for delay from sums due to Contractor by MARC hereunder. Contractor acknowledges and agrees (i) that the work performed under this Agreement is for the benefit of multiple public agencies participating in KC Metro GIS cooperative, (ii) that damages resulting from Contractor's failure to complete and deliver the specified products to MARC in a timely manner would be impracticable or extremely difficult to ascertain, and that the foregoing liquidated damages are a reasonable estimate thereof.

MARC acknowledges that external factors outside the Contractor's control can delay tasks associated with this project. These factors include timely and on-time review by the Ortho Reviewers of imagery provided by the Contractor for quality review, and suitable atmospheric and ground conditions during the specified window for imagery capture. MARC agrees to not hold the Contractor liable for delays due to these two aforementioned causes contingent on the Contractor's ability to adequately document the cause of the delay. MARC also agrees not to hold the Contractor liable for liquidated damages for time to repair imagery errors identified after Final Delivery has been made, provided all previous project tasks have been completed, and the total sum of errors does not constitute more than ten percent (10%) of each Ortho Reviewer's area of acquisition.

## **COMPENSATION**

Acceptance of Bid – MARC hereby accepts the bid pricing of the Contractor in its response to the PAQ.

This bid was for a total price of \$193,313 for the geographic area specified in the PAQ, which included:

- i. 2,526 square miles of class 1 3-band natural color imagery with 6-inch resolution at

- \$75.50 per square mile,
- ii. Correction of building lean, \$162.50 per sq. mile for 16 sq. miles,
  - iii. Unique PLSS tiling at \$250 per county and Mr. SID tile compression at \$500 per county for those areas that request it, and
  - iv. A corrected DEM/DSM for the entire project area,
- a) The Contractor also included the capture and processing of a fourth, color-infrared band for the entire project area, at no additional charge.

#### Adjustments to PAQ and Revised Contract Amount

Geographic Area – MARC agrees to pay the Contractor for the adjusted project area at a rate of \$75.50 per square mile for 6” areas and \$37.75 for 1’ areas. The current project geographic area is as mapped and attached in the Exhibit C. Differences between Exhibit C and the areas described in the PAQ are listed below.

- a) Removal of 594 square miles of one-foot imagery for Cass County Missouri, and the addition of the following jurisdictions that went from “possible” to likely” representing 601.3 square miles of 6” imagery for Ray County, Pleasant Hill and Peculiar.

The adjusted total accepted cost for the contract is \$193,313 based on 2,526 square miles of 6” resolution imagery at \$75.50 per square mile and the cost to collect additional flight lines and correct building lean for 16 sq. miles at \$162.50 per sq. mile.

Additions to the Project Area - Jurisdictions falling outside the Project Area defined in Exhibit C may buy into the project to acquire 6” imagery at a rate of \$75.50 per square mile. Jurisdictions wishing to buy in to acquire 1’ imagery may do so at a rate of \$37.75 per square mile. In both cases, the jurisdiction being added will cover any additional costs of any survey or DEM correction/development required for their area, and any fees applied by MARC for management purposes. Jurisdictions must be added no later than Friday, January 15th, 2016. A written amendment signed by both parties is required for any additions to the Project Area and/or changes to the square miles covered by this project.

Maximum Obligation - The total cost of the project shall not exceed \$193,313. Should MARC incur expenses to correct a default in material produced by Contractor, MARC shall be entitled to deduct and setoff against all compensation that may otherwise become due under this Agreement the sums paid by MARC, if the Contractor does not cure the failure within fourteen (14) days after receiving MARC’s notice of such failure.

Method and Time of Payment - The Contractor shall submit monthly invoices to MARC for work completed to date. All such invoices shall (a) provide an itemization of Services performed during the previous month, (b) indicate the percentage of each Service that has been completed by the Contractor as of the date of the invoice, and (c) indicate the total amount charged for each Service during the previous month. All such invoices will be based on actual cost incurred.



MARC shall reimburse the Contractor within thirty (30) calendar days after the receipt of each invoice, unless the invoice reflects work not yet completed.

The Contractor shall maintain complete records of all costs incurred under this Agreement. All such records shall be maintained on a generally accepted accounting basis for a minimum period of five (5) years after final payment is made under this Agreement and shall be clearly identifiable and readily accessible to authorized representatives of MARC for inspection and audit.

The Contractor will apply 10% retention to each invoice for product review by MARC until the Contractor has completed all of the Services described herein to the sole satisfaction of MARC based on contract requirements, and (b) MARC has accepted the final work product of the Contractor.

Compensation After Termination - In the event that this Agreement is terminated as provided below, the Contractor shall be compensated for all hours worked and other expenses incurred under this Agreement prior to the date of receipt of the termination notice or other termination date specified in such notice. The Contractor and any of its subcontractors, agents and legal representatives agrees to accept this amount of compensation in full satisfaction of all claims for compensation under this Agreement.

#### **CHANGES AND ADDITIONAL SERVICES**

This Agreement constitutes the entire agreement between MARC and Contractor and it may not be amended or altered in any way except by a written amendment signed by both parties to this Agreement; provided, however, that at any time during the term of this Agreement MARC, by written notice to the Contractor, may modify the scope of the Services to be furnished by the Contractor under this Agreement. If such modification causes an increase or decrease in the amount of Services to be provided by the Contractor or in the amount of time required for their performance, equitable adjustment shall be made to the provisions of this Agreement for payments to the Contractor.

#### **TERMINATION**

MARC reserves the right to terminate this Agreement at any time with or without cause by giving the Contractor advance written notice of such termination.

In the event of any such termination, the Contractor shall deliver to MARC, as the property of MARC, all designs, reports, drawings, studies, estimates, computations, memoranda, documents, and other papers, materials, or digital content either furnished by MARC or prepared by or for the Contractor under this Agreement.

#### **COPYRIGHT AND OWNERSHIP OF DOCUMENTS**

No reports, maps, digital data, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Contractor. Ownership of all designs, reports, drawings, studies, estimates, models, computations, and other related items prepared under this Agreement shall vest in MARC and the participating

jurisdictions upon payment to the Contractor for all Services rendered herein through the date of the expiration or termination of this Agreement.

### **ASSIGNMENT**

The Contractor's rights, obligations and duties under this Agreement shall not be assigned in whole or in part without the prior written consent of MARC. However, claims for money due to the Contractor from MARC under the terms of this Agreement may be assigned to a bank, trust company or other such financial institution, provided that prompt written notice of such an assignment is given to MARC. None of the Services covered by this Agreement shall be subcontracted without the prior written approval of MARC.

### **INDEPENDENT CONTRACTOR**

The Contractor will act as an independent contractor in the performance of the Services under this Agreement. Accordingly, the Contractor shall be responsible for the payment of all required business license fees and all taxes including Federal, State and local taxes arising from the Contractor's activities under the terms of this Agreement.

### **PROHIBITED INTERESTS**

No officer, member or employee of MARC, no member of MARC's governing body and no other public official of the locality or localities in which the Project is being carried out who exercises any functions or responsibilities in the review and approval of this Project shall participate in any decision related to this Agreement affecting, either directly or indirectly, his or her own personal interest. No member of or delegate to the Kansas Legislature, the Missouri General Assembly or the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit arising from it.

### **CONFLICTS OF INTEREST**

The Contractor hereby certifies that the company and any personnel assigned to work for MARC under this Agreement are not involved in other community projects that would pose a conflict to the Contractor's ability to successfully carry out the responsibilities of this Agreement. If potential conflicts arise during the term of this Agreement, the Contractor agrees to notify MARC immediately in writing and discuss the potential issues and work with MARC to address any potential issues arising from the situation.

The Contractor covenants that it presently has no known personal or pecuniary interest and shall not knowingly acquire such interest, directly or indirectly, which could conflict in any manner with the performance of Services under this Agreement, including the submission of impartial reports and recommendations.

### **INSURANCE**

The Contractor shall maintain commercial general liability, automobile liability, worker's compensation and employer's liability insurance in full force and effect to protect the Contractor from claims under Worker's Compensation Acts, claims for damages for personal injury or

death, and for damages to property arising from the negligent acts, errors, or omissions of the Contractor and its employees, agents, and subconsultants in the performance of the Services covered by this Agreement, including, without limitation, risks insured against in commercial general liability policies.

The Contractor shall also maintain professional liability insurance to protect the Contractor against the negligent acts, errors, or omissions of the Contractor and those for whom it is legally responsible, arising out of the performance of the Services under this Agreement.

The Contractor insurance coverages shall be for not less than the following limits of liability:

- (i) Commercial General Liability: \$500,000.00 per claim up to \$1,000,000.00 per occurrence with umbrella liability aggregate up to \$5,000,000
- (ii) Automobile Liability: \$100,000.00 per claim up to \$2,000,000.00 per occurrence;
- (iii) Worker's Compensation in accordance with the statutory limits; and Employer's Liability: \$1,000,000.00; and
- (iv) Professional Liability (Errors and Omissions): \$1,000,000.00, each claim and in the annual aggregate.

The Contractor shall, upon request at any time, provide MARC with certificates of insurance evidencing such policies and confirming that they are all in full force and effect as required by this Agreement. All such policies shall name MARC as an additional insured.

Any insurance policy required hereunder shall be written by a company which is incorporated in the United States of America or is based in the United States of America. Each insurance policy must be issued by a company authorized to issue such insurance in the State of Missouri.

As between Contractor and MARC, the parties waive any and all rights against each other, including their rights of subrogation, for damages covered by property insurance during and after the completion of Services under this Agreement.

### **FEDERAL TERMS AND CONDITIONS**

This Agreement shall be subject to all applicable Federal Terms and Conditions provided in Exhibit G attached hereto and incorporated herein by reference.

### **INDEMNIFICATION**

To the extent allowed by law, the Contractor and MARC expressly agree to hold and save harmless and indemnify each other, their officers, agents, servants and employees for liability of any nature beyond the limits of existing commercial liability (including reasonable attorney fees) related to a breach of this Agreement by the Contractor or MARC concerning Services and/or information provided under this Agreement by the Contractor and/or MARC or arising from any act or omission of the Contractor and/or MARC or of any employee or agent of the Contractor and/or MARC.

**Force Majeure.** Neither party shall be considered in default of its obligations if its performance is prevented or delayed by an existing or future *force majeure* condition including, without limitation, act of government, act of God, riot, strike, insurrection, embargo, fire, flood, earthquake, explosion, war, rebellion, civil unrest, sabotage, epidemic, or any other cause beyond the reasonable control of a party.

### **CERTIFICATE REGARDING DEBARMENT AND SUSPENSION**

MARC, as a non-federal entity utilizing federal funds, is prohibited from contracting with or making subawards under covered transactions to parties that are suspended, debarred or otherwise excluded from, or ineligible for, participation in Federal assistance programs or activities, or whose principals are suspended, debarred or otherwise excluded from, or ineligible for, participation in Federal assistance programs or activities. Covered transactions include procurement contracts for goods or services equal to or in excess of \$100,000 (e.g., subawards to subrecipients). The Contractor hereby agrees to provide MARC with a copy of the signed Certificate Regarding Debarment and Suspension, attached hereto as Exhibit H and incorporated herein by reference, to ensure that these federal rules are followed.

### **CONFIDENTIALITY**

- A. Except as is necessary in the performance of this Agreement, or as authorized in writing by the other party, the parties shall not disclose to any person, institution, entity, company, or other third party any information directly or indirectly related to the parties that the other party (or its employees, agents and contractors) receives as a result of performing its obligations under this Agreement, or of which it is otherwise aware.
- B. The parties (and their employees, agents and contractors) shall not disclose, except to each other, any proprietary information, professional secrets or other information, records, data and data elements (including, but not limited to, protected health information) collected and maintained in the course of carrying out the responsibilities under this Agreement, unless such party receives prior written authorization to do so from the other party or as required by law.
- C. All confidential obligations contained herein (including those pertaining to information transmitted orally) shall survive the termination of this Agreement. The parties shall ensure that their respective employees, agents and contractors are aware of and shall comply with the aforementioned obligations.

### **DEFAULT**

In the event there is a default with respect to any of the provisions of this Agreement or its obligations under it, the non-defaulting party shall give the defaulting party written notice of such default. After receipt of such written notice, the defaulting party shall have fifteen (15) days in which to cure any monetary default and thirty (30) days in which to cure any non-monetary default, provided the defaulting party shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires



more than thirty (30) days and the defaulting party commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. The non-defaulting party may not maintain any action or effect any remedies for default against the defaulting party unless and until the defaulting party has failed to cure the same within the time periods provided in this paragraph.

### **GOVERNING LAW**

This Agreement shall be interpreted under and governed by the laws of the State of Missouri. Whenever there is no applicable state statute or decisional precedent governing the interpretation of this Agreement, then federal common law shall govern.

### **NOTICES**

Any action by MARC under this Agreement may be taken by David A. Warm, Executive Director, or such other person as MARC may designate for such purpose by written notice to the Contractor. All compensation and written notices to the Contractor shall be considered to be properly given if mailed, delivered in person, emailed, or transmitted by facsimile machine to:

Tim Donze [TimD@surdex.com](mailto:TimD@surdex.com)  
Jim Gottgetreu [JimG@surdex.com](mailto:JimG@surdex.com)  
520 Spirit of St. Louis Blvd.  
Chesterfield, MO 63005-1002  
(636) 368-4400

All invoices, written reports and written notices given to MARC shall be considered to be sufficiently given if mailed, delivered in person, emailed, or transmitted by facsimile machine to:

Jakob A. Goldman [jgoldman@marc.org](mailto:jgoldman@marc.org)  
Jay P. Heermann [jheermann@marc.org](mailto:jheermann@marc.org)  
Mid-America Regional Council  
600 Broadway, Suite 200  
Kansas City, Missouri 64105-1659  
FAX (816) 421-7758

### **ENTIRE AGREEMENT**

This Agreement cancels and supersedes all previous discussions, negotiations, understandings, representations, warranties and agreements, written or oral, relating to the subject matter of this Agreement, and contains the entire understanding of the parties hereto.

### **COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which is deemed to be an original and all of which constitute one agreement that is binding upon all of the parties hereto, notwithstanding that all parties are not signatories to the same counterpart.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the dates set forth below.

MID-AMERICA REGIONAL COUNCIL

SURDEX CORPORATION.

By: \_\_\_\_\_  
David A. Warm  
Executive Director

Date: \_\_\_\_\_  
"MARC"

By: \_\_\_\_\_  
Ron Hoffmann  
President

Date: \_\_\_\_\_  
"Contractor"



## **Exhibit A**

### **Scope of Services**

#### **Overview**

The Contractor shall provide ortho-imagery at six-inch resolution collected at a flight height of 6,150 feet above mean terrain (AMT) utilizing flight lines of a 4,800 foot capture for the estimated acquisition area contained in Exhibit C. The ortho-imagery must meet or exceed the ASPRS Class I Accuracy Standard for maps at 1" = 100' and 1' = 400'.

Imagery shall be captured with a digital camera, processed, and delivered as true-color 24-bit RGB in a tiled GeoTiff format. Imagery tiling scheme and naming convention will be the 5,000' by 5,000' grid system currently used for the region, in addition PLSS based tiles will be provided to those participants requesting them.

Imagery shall be captured during the leaf-off season when sun angle is most favorable — between mid-February and late March 2016. Final delivery of all imagery is targeted for Sept. 28th, 2016.

The Contractor will also be requested to provide services to create imagery tiles based on the Public Land Survey System (PLSS) Sections, create MrSID mosaics/tiles for participants, and/or extend the area of capture beyond the region currently defined in Exhibit C. Additional services for imagery retiling, and compression will be handled through addendums to the contract using the costs listed in Exhibit E.

Project deliverables shall include:

- The final digital 4 band ortho-photography products delivered in the specified file format, tiling scheme and naming convention in GeoTIFF and SID format,
- A flight map,
- A survey control report (including an airborne GPS report),
- Elevation and terrain models,
- Mosaic seam lines, in an ESRI compatible format,
- Metadata files, by tile and county, meeting the Federal Geographic Data Committee (FGDC) standard delivered in xml format readable by ArcGIS Desktop 10.0 and higher.

The Contractor is responsible for delivering each participating county its final orthoimagery and associated products. MARC will receive the complete set of imagery collected for the project directly from the Contractor.

#### **Project Tasks**

This section contains a broad overview of the tasks associated with this project. It is not an exhaustive list, nor does it necessarily imply the order of the tasks. While several project specifications are presented here, the complete set of specifications for this project are presented in Exhibit B.

### Task 1: Project Communication

The project will have an overall guiding Communication Plan covering the entire duration of the project. This Communication Plan will be finalized during the project kick-off meeting, and will be agreed to and signed by both Contractor and MARC at that time. The communication plan will include, but not be limited by the following elements:

- Frequency and content of project reports
- Frequency of project website updates
- Schedule for project conference calls
- Guidelines for project documentation

### Task 2: Ground Control and Flight Planning

The Contractor shall establish sufficient ground control to perform the required digital orthophoto processing. The control survey shall be completed in accordance with accepted industry practices. Global Positioning Systems (GPS) surveys shall be conducted in conformance with the most current Federal Geodetic Control standards.

MARC will provide the DEMs used for the 2012, and 2014 projects to the Contractor. The Contractor recognizes that these DEM were provided for review during the vendor selection process and agrees to make any required updates to the DEM's within the extent defined in Exhibit C, should they be required to meet the specifications of this project, without increasing the stated cost of the Project.

The Contractor shall create a flight and control plan and share this with MARC prior to acquiring imagery. The planning map shall be of a known, even engineering scale, and shall indicate the proposed control locations, stereo model layout and flight plan, including flying height during the collection. The mapping limit line shall also be plotted on the planning map.

### Task 3: Imagery Capture

Imagery shall be acquired using a digital camera system capable of capturing imagery to the specifications required by the project.

Imagery shall be captured between mid-February and late March 2016, during the period when deciduous trees are barren (leaf-off). For the majority of the project area, imagery shall be collected between 10:00 a.m. and 2:00 p.m., local time, when the sun angle is not less than 30°. In areas where there is significant urban development with buildings three stories or taller, every effort should be made to acquire the photography between the optimal 10:00 a.m. and 2:00 p.m. time frame.

Imagery shall not be captured when the ground is obscured by snow, haze, fog or dust, or when streams or lakes are not within their normal banks. Clouds and/or cloud shadows shall not appear in imagery.

During the acquisition phase, the Contractor will provide MARC's project manager and project stakeholders access to online reporting tools which allow MARC and participants to the current status of the acquisition including the flight lines captured and the dates flown and the percentage of the acquisition process completed. For days during the acquisition phase when imagery was not captured the Contractor will report the reason for the lack of acquisition.

#### Task 4: Analytical Aerotriangulation

The Contractor shall deliver a bound copy of the analytical aerotriangulation results. Coordinates and residual values shall be reported for all points. RMS values and ground elevation accuracy shall be completed and reported for the final adjustment. Discarded points shall be noted and discussed.

#### Task 5: Creation of Digital Orthophotography

Digital orthophotography shall be produced using the digital elevation models, control data, sensor calibration data and raw imagery. The rectification process shall involve the solution of the appropriate photogrammetric equations for each pixel in the output image.

Digital orthophotography shall be created as color GeoTIFF files. Capture and processing of imagery will produce a six-inch ortho-product meeting the accuracy specifications defined for the project. The six-inch imagery will be tiled into the same 5,000 by 5,000 foot scheme used in the 2008, 2010, 2012 and 2014 projects and use the same naming convention.

Partial tiles are not acceptable within this project. All tiles must be complete with imagery and delivered without "no-data" areas.

All final ortho-imagery should be consistent in contrast, color and brightness. Image consistency should be maximized not only within each participating county but also across the extent of the project area.

#### Task 6: Quality Assurance and Quality Control

An overall quality-assurance program and associated quality-control measures shall be part of all project phases employed by the Contractor.

The primary stakeholders involved in the Project will also be provided the opportunity to perform a quality review before making a final acceptance of the imagery. To support this review, the Contractor will deliver the images directly to the Ortho Reviewers. Upon receipt of each delivery, the Ortho Reviewers will have forty-five (45) days to review the images and notify the Contractor of required changes. The Contractor will then have thirty (30) days to resolve errors and return corrected Orthos to the Ortho Reviewers. The Ortho Reviewers will then have fifteen (15) days to review the corrections and notify

the Contractor if there are any further problems. This cycle will continue until such Orthos meet the quality standards specified in Exhibit F (the "Acceptance Criteria"). Upon final approval of all of the Orthos in its respective jurisdiction, the Ortho Reviewer shall notify the Contractor and MARC that all Orthos are acceptable. The Contractor will then deliver a full set of the approved images for that Ortho Reviewer to MARC.

#### Task 7: Product Delivery & Metadata

Copies of all associated deliverables listed in the "Overview" section of this Scope of Services will be provided to each Ortho Reviewer and MARC by the Contractor.

Metadata deliverables will be compliant with the Federal Geographic Data Committee standard and delivered in an XML format readable by ArcGIS Desktop 10.x. Project and tile level metadata is required. Metadata XML files in FGDC form for the individual imagery tiles can be auto-generated from a standard template provide the correct spatial reference, name, and time stamp is applied to each tile. MARC will provide a metadata sample to the Contractor to use a reference for building a template for this project. The Contractor is fully responsible for ensuring that the metadata deliverables meets all requirements specified herein regardless of the quality of the sample provided to the Contractor by MARC.

Metadata defining the date and time of imagery capture is critical. To handle this, the Contractor can either encode the tile-based metadata files with a date and time stamp, or provide a shapefile containing flight lines (or points along the flight lines) attributed with date and time stamps.

To facilitate ortho distribution for review and final delivery, MARC shall supply the Contractor with a list of contact names and their addresses for each Ortho Reviewer. The Contractor shall include delivery of all final digital products on exchangeable FireWire and / or USB 3.0, or similar external hard drives. These drives will become the property of the receiving jurisdictions.

## **Exhibit B**

### **Imagery Specifications**

#### **B.1 Imagery Capture**

##### **B.1.1 General**

Ortho imagery must be produced from direct-to-digital image capture. This means the aerial photography may not be captured on film and scanned.

##### **B.1.2 Project Area**

The acquisition area is currently 2,526 square miles and includes all or portions of the following counties: Clay, Jackson, Platte and Ray counties in Missouri; and Leavenworth and Wyandotte counties in Kansas.

See Exhibit C for the current project area.

##### **B.1.3 Flight Conditions**

Imagery shall be captured between mid-February and late March 2016, during the period when deciduous trees are barren. For the majority of the project area, it will be collected when the sun angle is not less than 30°. In areas where there is significant urban development with buildings three stories or taller, every effort should be made to acquire the photography between the optimal 10:00 a.m. and 2:00 p.m. time frame. If acquisition will need to be out of acceptable time windows, the Contractor must request approval from MARC.

Aerial photography shall not be acquired when the ground is obscured by snow, haze, fog or dust, or when streams are not within their normal banks. Clouds and/or cloud shadows shall not appear in the photograph. The photographs shall not contain objectionable shadows caused by relief or low solar altitude. Photographs shall have uniform tone and contrast.

##### **B.1.4 Flight Plan**

The Contractor shall prepare a flight plan on a base map of known scale. Flight lines shall be flown in a north-south direction continuously across the region without interruption as often as possible. Partial flight lines interrupted by weather conditions or airspace access will be resumed by subsequently re-flying last acceptable exposure. The principal points of the first three and the last three exposures of all flight lines shall fall outside the boundaries of the project area. All side boundary areas shall be covered by a minimum 30 percent of photo image format.

All final accepted flight plans to be developed after contract award shall be submitted to MARC upon completion of the photographic missions. These plans shall be detailed to show the number of flight lines, the spacing between successive exposures, the focal length of the camera used for each strip and the time of capture for each image.



**B.1.5 Scale of Imagery**

The digital orthophotos for this project will be generated using the flying altitudes specified for each of the scales below. Departure from the stated altitude above mean terrain in excess of 5 percent in one or more exposures may be cause for rejection of said exposures.

- 1"=100' at 6,150 foot above ground datum

**B.1.6 Forward Overlap**

Overlapping photographs in each flight line shall provide full stereoscopic coverage of the area to be mapped. Because a push broom sensor (Leica ADS100) will be used on this project, the forward overlap criterion does not apply.

**B.1.7 Sidelap**

Sidelap between adjacent parallel flight lines shall average 30 percent ( $\pm 5$  percent). Any parallel flight lines having sidelap of less than 25 percent or greater than 35 percent will be rejected and reflown.

**B.1.8 Crab**

Crab in excess of three degrees ( $3^\circ$ ) measured with respect to both lines of flight may be cause for rejection of a flight strip or any portion thereof in which the excess crab occurs. This includes relative crab between any two successive exposures.

**B.1.9 Tilt**

Tilt of the camera from vertical at the instant of exposure shall not exceed three degrees ( $3^\circ$ ), nor shall it exceed five degrees ( $5^\circ$ ) between successive exposure stations. Average tilt over the entire project shall not exceed one degree ( $1^\circ$ ).

**B.1.10 Flight Height**

The departure above or below the required flying height shall not exceed five percent.

**B.1.11 Reflights**

The Contractor, at no additional cost to MARC, shall re-fly unacceptable aerial photography, with the reflight coverage overlapping the accepted photography by at least one stereo model.

**B.1.12 Aircraft**

The aircraft to be used shall be equipped with all essential navigational and photographic instruments and shall be operated by a well-trained and experienced crew. The aircraft shall be equipped with Global Positioning System (GPS) enhanced navigational systems. Performance of the aircraft shall be adequate to complete the project in accordance with the technical specifications.

Respondents shall submit, in response to these technical specifications, appropriate Federal Aviation Administration documentation indicating that the aircraft is within current requirements and operating specifications.



It shall be the responsibility of the Contractor to secure all licenses and authorizations for overflights of the project sites. The Contractor shall notify MARC as soon as possible if difficulties in obtaining the appropriate authorizations are encountered.

The Contractor shall be responsible for operating and maintaining the aircraft in accordance with the regulations of the Federal Aviation Administration and the Civil Aeronautics Board.

The design of the aircraft shall be such that, when the camera is mounted with all its parts above the outer structure, an unobstructed view is obtained, shielded from exhaust gases, oil, effluence and air turbulence. The aircraft shall have a proven services ceiling with operating load of not less than 5 percent above the highest altitude requirements to secure the specified photography.

#### **B.1.13 Flight Data**

Images should have recorded the information below. This information should be provided as a final delivery in digital format (such as text files):

- Flight line and exposure number
- Date of exposure
- Time of day clock, set in either standard or daylight savings time, as appropriate
- Altimeter reading in feet or meters above mean sea level.

### **B.2. CONTROL SPECIFICATIONS**

#### **B.2.1 General**

The primary purpose of the required survey control for this project is to produce an aerotriangulation solution accurate enough for orthoimage production and/or topographic mapping. The Contractor will be required to tie into existing control networks whenever possible for the duration of this project, and any ground control established for this project must meet minimum accuracy requirements and reporting requirements set forth here.

MARC will allow airborne GPS (AGPS) techniques to be used for control purposes, although they are not strictly required. Specifications for AGPS are included below.

#### **B.2.2 Field Surveys**

Field Surveys shall be required for two purposes:

- To establish horizontal and/or vertical control for the aerial photography
- To act as check points for airborne GPS solutions, if utilized.

##### **B.2.2.1 Control Surveys to Support Imagery Acquisition**

Any ground control surveys done to support the adjustment of the photography shall be sufficient to support ASPRS Class I digital orthophotography at 1"=100' and 1"=400' product scales and photogrammetric mapping products to ASPRS Class II standards. Requests for any planimetric or topographic mapping to ASPRS class I will require additional ground control surveys.

Additional requirements, including documentation, are described below.

#### **B.2.2.2 Airborne GPS Support**

To support AGPS, the Contractor shall be required to set and panel supplemental ground control points located near the corner of each airborne photogrammetric block. Each of these points shall require GPS-derived horizontal and vertical coordinates meeting the accuracy requirements set forth above. Each location shall be marked with a PK nail or rebar and shall be paneled prior to flight.

Existing control points may be used provided the Contractor can verify that they are visible from the air, and have both horizontal and vertical values that meet or exceed the accuracy requirements above. The Contractor shall be responsible for making the final determination on check point location in consultation with MARC. All of these points shall be targeted. Targets are to be painted, with a PK nail or rebar with cap placed at their centers and removed within 45 days of the completion of flights. This will require landowner notification and permission. The notification and permission process is the responsibility of the surveyor.

Additional requirements for AGPS, including documentation, are described below.

#### **B.2.3 Ground Coordinate Systems**

Horizontally, all coordinates shall be tied to the appropriate state plane coordinate system.

#### **B.2.4 General Horizontal Control Standards**

The Contractor shall specify the GPS ground observation methods that will be used to establish GPS ground control points where necessary. The number of GPS units involved should be indicated, as well as the length of observation time planned for each station. The Federal Geodetic Control Subcommittee's most current document entitled "Geometric Geodetic Accuracy Standards and Specifications for Using GPS Relative Positioning Techniques" shall apply where appropriate.

At a minimum, all new horizontal control established through ground GPS observations and/or conventional methods shall be to an accuracy level of NGS Second Order Class II or better. FGCS (formerly FGCC) standards for instrumentation, field observations and data reduction shall be followed as applicable to the order and class of survey. All new horizontal points must be marked with a PK nail or some other acceptable type of semi-permanent marker.

Contractor shall utilize any existing ground control surveys where practical and will supplement with new targeted or photo-identifiable ground survey control as necessary to ensure final product accuracies. The Contractor shall compute, adjust and furnish the applicable Kansas or Missouri State Plane Coordinates and shall prepare complete descriptions, including location diagrams, for all horizontal control stations.

#### **B.2.5 Ground Survey Report**

Three (3) hard copies and two (2) digital (ASCII) files of a survey report are required. The report shall outline results of the ground GPS observations and contain all items listed in the following

subsections of this section. The survey report shall be delivered to MARC's project manager for approval.

#### **B.2.5.1 Observation Summary**

The summary shall contain a discussion of the results of the ground GPS survey, including accuracies achieved, problems encountered and a statement of the overall quality of the survey in terms of its use with Airborne GPS.

#### **B.2.5.2 Control Diagram**

The Contractor shall furnish a schematic control diagram of the survey records on a map for all basic horizontal control pertinent to this project. The schematic diagram shall show all existing and established control points properly identified in their approximate location. It shall also show all observed baselines with their designations to include the beginning and ending points.

#### **B.2.5.3 Computations**

The Contractor shall provide Least Squares adjustments of all horizontal control data. Adjustment output for both unconstrained and constrained adjustments shall contain the following information referenced to observed stations:

- a) Fixed coordinates (Northings and Eastings) in US survey feet.
- b) Adjusted coordinates (Northings and Eastings) in US survey feet.
- c) Station error ellipse values (semi-major and semi-minor axis values) in meters
- d) Relative (baseline) error ellipse values (semi-major and semi-minor axis values) in US survey feet.
- e) Precision (ppm) of observed baselines
- f) Number of Degrees of Freedom (Redundancy).

The information shall be referenced to the field notebooks by book and page number. All field records and computations, and all results shall be delivered to the MARC project manager with the control data upon completion of the work. Computations must be made in accordance with the published standards of the FGCS.

#### **B.2.5.4 Control Data**

The Contractor shall furnish the project manager with complete information as listed below on all control points established and/or recovered by the Contractor:

- a) Designation of station and sequential number.
- b) Establishing agency (name of Contractor and of subcontractor who established the control point).
- c) Date of establishment.
- d) Horizontal and/or vertical control data. Horizontal data shall be in NAD 83/97 latitude and longitude, U.S. Survey feet.
- e) A complete description of the nature and location of the point to include a "to reach" description referenced to nearby landmarks and identified by field survey ties to two or more definable photo image points in the immediate vicinity.
- f) The location of each marked horizontal control point, symbolized on the schematic control diagram map.

#### **B.2.5.5 Field Notes and Observation Logs**

Field notes and observation logs shall be carefully and neatly prepared, indexed and preserved. All data regarding the establishment and extension of horizontal control, including descriptions of all established and recovered monuments, shall be recorded. Where existing control points are recovered by the Contractor in extending the supplemental control, the field notes shall contain the following: (1) information as to the general condition of the recovered mark; (2) the original description; (3) exact letter and numbers stamped (not cast in) on the mark and amended description, if applicable; (4) Additional tie data; and (5) a key plan of the location as appropriate to facilitate future recovery.

Observation logs shall contain the following:

- a) Monument name and location
- b) Name, title of the observer
- c) Time of arrival at monument
- d) Height of instrument at beginning of observation (in feet and meters)
- e) Type and serial number of the GPS receiver
- f) Type and serial number of the Tribrach
- g) Observation period (indicate if programmed)
- h) Epoch rate
- i) Satellites observed
- j) Height of instrument at end of observation (in feet and meters)
- k) Additional notes describing problems encountered during the observation period.

An additional sheet containing an obstruction diagram shall be provided for each existing and/or new monument observed. Each baseline shall be identified by number and brief description in the field notes. If the field notes are electronically recorded, printouts of the electronically recorded field notes shall be provided.

#### **B.2.6 General Airborne GPS Specifications**

##### **B.2.6.1 General**

Airborne GPS solutions shall be required to utilize dual-frequency GPS systems during the aerial photography missions. The Contractor shall post-process the airborne GPS data relative to simultaneous observations collected at fixed land-based reference stations. Geodetic positions corresponding to the photo centers at the instant of exposure shall be calculated and later combined with existing control point values in an analytical aerotriangulation solution.

##### **B.2.6.2 Accuracy**

Camera perspective centers must be accurate to within .10m in XY and 0.20 m in Z. GPS antenna positions shall be accurate to within .05m.

##### **B.2.6.3 Ground Stations**

The Contractor shall have a minimum of two GPS ground stations active during the flight missions. These stations shall be located within the project area at specified distance of the flight mission for the day.

#### **B.2.6.4 Satellite Geometry**

The Positional Dilution of Precision (PDOP) or the Geometrical Dilution of Precision (GDOP) shall not be greater than three (3) for 90 percent of the flight lines and not greater than five (5) for the remaining 10 percent.

#### **B.2.6.5 Post Processing Software**

The GPS post-processing software must be capable of backward and forward processing

#### **B.2.6.6 Reporting**

At the conclusion of Airborne GPS collection, the Contractor shall be required to submit a report of GPS observations and results data, observation logs, and data analysis and adjustments. This report shall be kept for reference.

### **B.3 AEROTRIANGULATION SPECIFICATIONS**

#### **B.3.1 General**

The Contractor should include in the response a description for the proposed method of aerotriangulation. The appropriate triangulation specification will be chosen based on the project requirements, accuracy standards and recommendations made by Contractor.

General specifications are included below; any recommended variations should include a justification of the alternate approach.

#### **B.3.2 Area to be Triangulated**

Blocks of imagery for aerotriangulation shall overlap all adjacent blocks to ensure continuity of accuracy over the entire project area.

#### **B.3.3 Standards**

The positional accuracy (vector of both Northing and Easting coordinate errors) of passpoints established by aerial triangulation shall be sufficient to support the production of digital orthophotos. Triangulation to support additional photogrammetric mapping may require revisions to include any additional ground required to meet the accuracy standards contained herein.

At a minimum, the positional accuracy of passpoints and tie points established through aerotriangulation shall meet or exceed each of the following conditions:

- Root mean square error of the final block adjustment at all control points and check points shall not exceed 1/7,500 of the flight height.
- The maximum allowable error of any point shall not exceed the RMSE \* 3.

#### **B.3.4 Coordinate System**

All horizontal ground positions determined by aerotriangulation shall be in the appropriate State Plan Coordinate System:

- Kansas State Plane Coordinate System (North Zone) NAD 1983/97 Adjustment.
- Missouri State Plane Coordinate System (West Zone) NAD 1983/97 Adjustment.



All vertical positions shall be referenced to NAVD 1988. All final values will be in US Survey feet.

### **B.3.5 Aerial Triangulation Report**

Immediately upon completion of all aerial triangulation work, the Contractor will prepare a formal aerial triangulation report for submission to MARC. The report will include, but not necessarily be limited to, the following:

#### **B.3.5.1 Control and Flight Line Indexes**

1. Flight lines
2. Exposure stations or model layout
3. All control points appropriately labeled with station designations, computer designations (if any), agency responsible for establishing the stations, orders of accuracy, and an indication of whether individual points were targeted or photo-identifiable.

#### **B.3.5.2 Aerial Triangulation Results**

1. Surveyed values for all input ground control points. The Contractor shall be responsible for verifying that the values of all control points are the original adjusted survey values, and not values calculated through an earlier aerotriangulation process.
2. All misclosures at ground control points with and without use of checkpoints.
3. Computer printout of the final adjusted aerotriangulation solution to horizontal and vertical ground control. The printout should contain the final State Plane Coordinates for all ground control points, pass points and check points.
4. Identification of all points which were included in the initial solution and subsequently discarded, with an explanation of the reasons for being discarded.
5. Identification of the weighting factors applied to all points used in the final solution.
6. CD-ROM or removable hard drive containing the coordinate data in ASCII format.

#### **B.3.5.3 Narrative**

The report shall include a brief narrative tying together aerotriangulation specifications as well as descriptions of laboratory equipment, procedures and computer programs used. Root-mean-square (RMS) error summaries will be given for bundle adjustment photographic measurement residuals or strip tie point residuals and misclosures at control/check points. In addition, significant misfits encountered at control points, and steps taken to analyze such misfits and to rectify the discrepancies, will be fully described.

## **B.4. DIGITAL ORTHOPHOTO SPECIFICATIONS**

### **B.4.1 General**

MARC requires digital orthophotos (ortho images) to cover a portion of the project area (tiling to the described section tiling scheme). Raw aerial imagery shall be digitally rectified to an orthographic projection on a pixel-by-pixel basis. Source materials for digital orthophotos will be the previously mentioned aerial photographs, aerotriangulation data and existing digital elevation models updated as necessary.

MARC requires that digital orthophotos be created using a direct-to-digital approach.



#### **B.4.2 Equipment and Production Specifications**

Respondents shall discuss the production procedures and equipment that will be used to produce the digital orthophotos. In particular, the rectification procedures to be used shall be discussed. In formulating the technical plan, the following production specifications shall be adhered to.

##### **B.4.2.1 DEM Data Collection**

Photogrammetric elevation data used as input in the rectification process shall be existing elevation data updated as needed. The updated elevation data should consist of points spaced at regular intervals along a grid, and shall be dense enough to eliminate the need for breaklines at significant terrain breaks, including the street centerline, while still attaining appropriate contracted ASPRS accuracy levels.

The DEM or DTM must be generated at a density level necessary to support the accuracy specifications listed in this document.

##### **B.4.2.2 Processing**

Creation of the digital orthophoto shall utilize several types of inputs. These inputs shall include:

1. The unrectified raster image file of the aerial photography
2. A digital elevation model
3. Ground control and pass points.

These three input sources shall be used to register the raw image file mathematically to the data to determine the location of the pixels with respect to the ground and to remove relief displacement from the image file.

Second generation orthorectification is not preferred; please indicate if your firm sees a benefit for this process in any part of the project area.

##### **B.4.2.3 Ground Resolution**

Digital orthophotos will be delivered at a resolution of 0.5' or 1.0' as determined by the final contract.

##### **B.4.2.4 Image Radiometry**

Image shall be represented as True Color 24 Bit RGB. Images shall have consistent tone and contrast across entire image set or it will be cause for rejection.

##### **B.4.2.5 Image Mosaicking**

Where two or more digital orthophoto images are mosaicked, the image judged to have the best contrast shall be used as the reference image. All other images shall have their brightness values adjusted to that of the reference image. MARC will work with the Contractor in the early stages to determine the reference image.

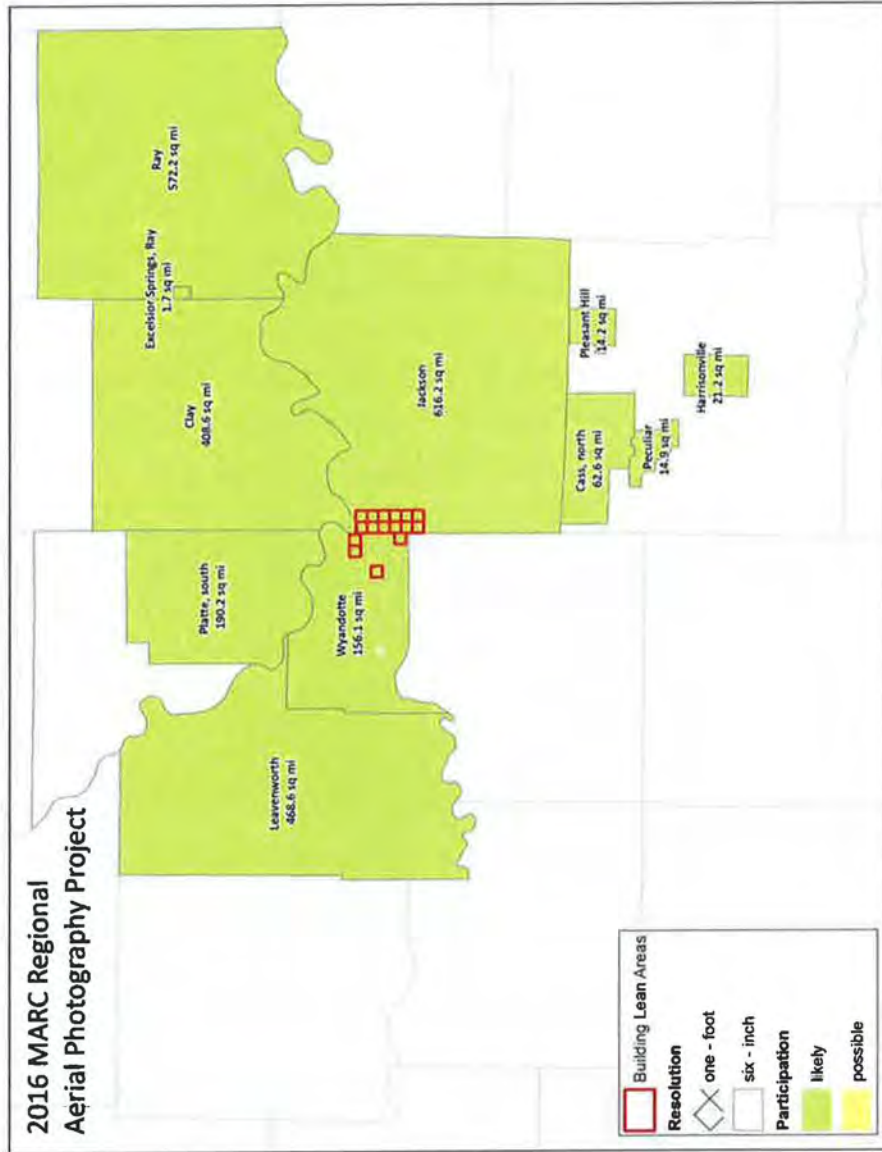
Join lines between overlapping images shall be chosen so as to minimize tonal variations. Localized adjustment of the brightness values shall be performed to minimize tonal differences between join areas.

**B.4.2.6 Image Quality**

Orthophotos shall not contain defects such as out-of-focus imagery, dust marks, scratches, or inconsistencies in tone and density between individual orthophotos and/or adjacent sheets.

The Contractor shall correct distortions caused by elevated or depressed structures such as bridges, rail beds, overpasses and steep terrain. MARC shall reject any image that contains these types of distortions. The images should also have consistent contrast across mosaicked images. This may require radiometric correction of delivered digital images.

## Exhibit C Project Area



Areas in red require additional flight lines for building lean.

**Exhibit D**  
**Project Schedule**

Task 1: Ground Control and Flight Planning	Completion 2/15 - 3/7/2016
Task 2: Imagery Capture	Estimated completion 3/26/2016
Task 2a: Reference imagery delivery - LI	Estimated completion 3/26/2016
(Assumes sample imagery will be provided (not all imagery))	
Task 2b: Reference imagery review/approval	Five (5) days from receipt of imagery
Task 3: Analytical Aerotriangulation	Est. completion 4/13 - 5/12/2016
Task 4: Digital Orthophotography	
Task 4a: Pilot orthophoto delivery	Estimated completion 5/17/2016
Task 4b: Pilot orthophoto acceptance	Estimated completion 5/31/2016
Task 4c: Original orthophoto delivery	Completed by 9/1/2016
Task 5: Quality Assurance and Quality Control	
Task 5a: MARC Tile QC	Completed by 9/26/2016
Task 5b: Contractor. revisions to ortho tile QC	30 days after receipt from MARC
Task 6: Final Product Delivery & Metadata	14 days after MARC QC approval

Modifications to this schedule shall be made in writing and agreed to by both parties.

## Exhibit E Quoted Project Costs

MARC is responsible for providing the tiling templates for both the PLSS and non-PLSS areas.

### Costs provided in Surdex PAQ response

Product/Service	PAQ Square miles	Cost per Square Mile
Six inch imagery, Class 1	2,526	\$ 75.50
One foot imagery, Class 1	0	\$ 37.75
Six inch imagery, Class 2	2,526	\$ 70.00
One foot imagery, Class 2	0	\$ 33.00
4 Band IR capture		Included
4 Band IR processing		included
Building Lean Reduction	16	\$162.50

### LiDAR Creation

Square Miles	0.7 m Fully Classified	0.7 m Bare Earth Only	1 m Fully Classified	1 m Bare Earth Only	1.4 m Fully Classified	1.4 m Bare Earth Only
30 to 100	\$ Please Call	\$ 972.00	Please Call	\$ 250-550	Please Call	\$ 230-530
101 to 800	\$ Please Call	\$ 648.00	Please Call	\$ 225-375	Please Call	\$ 205-355
801 to 2,000	\$ Please Call	\$ 567.00	Please Call	\$ 200-300	Please Call	\$ 180-280
2,001 to 4,000	\$ Please Call	\$ 486.00	Please Call	\$ 186-285	Please Call	\$ 165-265
4,001+	\$ Please Call	\$ 405.00	Please Call	\$ 170-270	Please Call	\$ 150-250

### Contour Creation

Square Miles	1'	2'
30 to 100	\$ 300-500	\$ 250-450
101 to 800	\$ 125-250	\$ 100-200
801 to 2,000	\$ 125-250	\$ 100-200
2,001 to 4,000	\$ 125-250	\$ 100-200
4,001+	\$ 125-250	\$ 100-200

### Additional Services

Cost per county to retile to PLSS Sections
Cost to create County Mr. SID mosaics

### Cost Per County

\$250
\$500

## Exhibit F Acceptance Criteria

<b>Digital Orthophotography Acceptance Criteria</b>	
<b>Item</b>	<b>Acceptability</b>
Media: USB external hard drive	Media is readable, all files accessible, no files corrupted
File Name	Conforms to the convention agreed upon by participating jurisdictions.
Data Format	GeoTIFF, MrSID; ArcGIS readable with georeferenced world files
Files must open in correct location	GeoTIFF images must georeference properly in ArcGIS 9.3
Tiling Scheme	5000' x 5000' or PLSS tiling scheme and including a tiling index stored as polygons attributed with the image tile numbers and delivered in ESRI shapefile format
Tiles	No void areas within tiles, except along outer edge of the flight region where needed to satisfy the 300' buffer requirement. No gaps or overlap between tiles.
Ground resolution	6" or 1' per regional map
Coverage	6 full counties and two partial counties + 300' beyond regional boundary. (Partial tiles are permissible along the outer boundary in order to complete the 300' outer buffer.)
Projection	Kansas State Plane North or Missouri State Plane West
Horizontal Datum	NAD 83/97
Units	U.S. Survey Feet
24 bit color	256 levels for each band, 0-black, 255-white
Metadata	FGDC Content Standard for each county. Provided in XML format readable by ArcGIS Desktop.
Horizontal Accuracy	6" pixels at 1"=100' will be within 1.0 ft RMSE, 1 ft pixels at 1"=400' will be within 4.0 ft RMSE, ASPRS Accuracy Standard for Large-Scale Maps, Class 1 Map Accuracy
Image appearance	The difference in average pixel values on either side of a mosaic seam-line should generally not exceed 50 (30 preferred), when measured on a homogeneous surface with similar characteristics (water surfaces are exempt from this requirement). Greater differences may be allowed if the correction will cause significant degradation of the image content on either side. No over or under saturation, or dropout. Not too dark or washed out. Not grainy or appear compressed. Color saturation is achieved so that minimum colors do not look like a grayscale and maximum colors do not bleed into another area of the image.



<b>Digital Orthophotography Acceptance Criteria (cont.)</b>	
Radiometry	Radiometry should be consistent throughout the imagery, on large and small scales. Mosaic seamlines should not produce great visual (tonal, brightness) differences in imagery on either side (water being exempt from this requirement). In some instances, greater differences may be allowed if the correction will cause significant degradation of the image content on either side. Color balancing between tiles should be as consistent as possible. Radiometry target chips will be reviewed and approved by the county prior to orthoimagery production. The chips will provide a guide and expectation of final imagery appearance.
Artifacts	No visible blemishes introduced through digital imaging or processing.
Smears	Where possible image smears caused by elevation model problems will be corrected by adding mass points or breaklines to reflect actual terrain.
Warped and wavy features	Major linear ground features (roads, railroad, etc.) should not deviate from their apparent path by more than 3 pixels measured perpendicular to the feature within any 100 pixel distance measured along the feature length.
Mosaic lines	No mosaic lines through major buildings (e.g. large industrial buildings, malls) or major above-ground transportation structures (elevated freeways). All other seam lines will be along image boundary regardless of feature. Seam lines should not be significantly visible at the viewing scale for which the imagery is produced.
Building lean	No acceptance criteria for building lean. Building lean will be apparent, but minimized due to orthorectification of every exposure. In areas captured in building lean areas, building lean should be markedly reduced.
Bridges	Bridges and overpasses continuous and fit to DTM with added breaklines.
Cloud Cover/Shadows	No cloud cover or cloud shadows. Minor cloud cover/shadows only accepted where they do not affect interpretability of major features.
Fail Leaf-Off	Where a compiler can't tell if buildings or drainage exists, or has to guess at building outline or road edge due to foliage cover.

## Exhibit G

### Federal Terms and Conditions

**NONDISCRIMINATION (49 CFR Part 21).** During the performance of this Agreement, the CONTRACTOR, for itself, its assignees, and successors in interest, agrees as follows:

The Contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the United States Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "Regulations"), which are hereby incorporated by reference and made a part of this Agreement.

The Contractor, with regard to the Services performed by it during the term of this Agreement, shall not discriminate on the grounds of age, race, color, sex or national origin in the selection or retention of subconsultants, including procurement of materials and leases of equipment. The Contractor shall not participate, either directly or indirectly, in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix "B" of the Regulations.

In all solicitations, whether by competitive bidding or negotiation, made by the The Contractor for services to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of age, race, color, sex or national origin.

The Contractor shall provide all information and reports required under the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, and other sources of information, and its facilities as may be determined by MARC to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information is required, or such information is in the exclusive possession of another that fails or refuses to furnish this information, the Contractor shall so certify to MARC, and shall set forth what efforts it has made to obtain the information.

In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Agreement, MARC shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to: (i) Withholding of payments to the Contractor under the Agreement until the Contractor complies; and/or (ii) Cancellation, termination, or suspension of the Agreement, in whole or in part.

The Contractor shall include the provisions of Paragraphs A through E above in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as MARC may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Contractor may request MARC to enter into such litigation to protect the interests of MARC.

**AMERICANS WITH DISABILITIES ACT.** The Contractor shall comply with applicable provisions of the Americans with Disabilities Act of 1991, as amended. In particular, the Contractor shall assist MARC in compliance by including appropriate language in all public documents and reports notifying persons

with disabilities of MARC's policy of providing accommodations (i.e. interpreter, large print, reader and hearing assistance) to persons who need such assistance to participate in the Project.

**AFFIRMATIVE ACTION IN EMPLOYMENT.** The Contractor shall comply with the provisions of Section 503 of the Rehabilitation Act of 1973, as amended (the "Act"), and also agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other form of compensation, and selection for training, including apprenticeship.

The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor pursuant to the Act.

In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor pursuant to the Act.

The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of the Act, and is committed to take affirmative action to employ and advance in employment physically and mentally disabled individuals.

The Contractor will include the provisions of Paragraphs A through E above in every subcontract or purchase order of \$2,500.00 or more unless exempted by rules, regulations or orders of the Secretary issued pursuant to the Act, so that such provisions will be binding on each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance (41 CFR 60-741.4.4)

**EQUAL EMPLOYMENT OPPORTUNITY (41 CFR Part 60-1.4(b)).** During the performance of this Agreement, the Contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or

national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this Section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Contractor shall comply with all provisions of Executive Order 11246 of September 24, 1965, and by rules, regulations, and relevant orders of the Secretary of Labor.

The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by MARC and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The Contractor will include the portion of the sentence immediately preceding Paragraph A and the provisions of Paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as MARC may direct as a means of enforcing such provision, including sanctions for noncompliance, provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request MARC to enter into such litigation to protect the interests of MARC.

**PROHIBITION AGAINST SUBSTANCE ABUSE.** The Contractor shall comply with the requirements of the Omnibus

Drug Initiative Act of 1988 (Public Law 100-690), as amended, and certify to MARC that it will provide a drug-free workplace.

**LOBBYING.** The Contractor hereby certifies that the federal funds provided under the terms of this Agreement will not be paid, by or on behalf of the Contractor, to any person to influence an officer or employee of any federal agency or federal elected official. The Contractor will provide full disclosure of any non-federal resources expended to lobby any federal official in connection with the Project.

## Exhibit H

### Certificate of Debarment and Suspension

Contractor hereby certifies to the best of its knowledge and belief that it and its principals, affiliates and approved subcontractors:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- B. Have not within a three (3) year period preceding the date of the Agreement been convicted of or had a civil judgment rendered against them for commission of (i) fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, (ii) a violation of Federal or State antitrust statutes, or (iii) embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- C. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- D. Have not within a three (3) year period preceding the date of the Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.

In the event Contractor is unable to certify to any of the statements in this certification, the Contractor shall attach an explanation to this certification that must be approved in writing by MARC prior to the commencement of the Agreement.

[ \_\_\_\_\_ ]

By:

\_\_\_\_\_  
Ron Hoffmann  
President

Date:

\_\_\_\_\_

**EXHIBIT B**

ImageryCostShareModel2016.xls

Exhibit B allocates costs to Participating Agencies in the manner agreed to by them, and ultimately generates the dollar amounts each participant is invoiced for the project. It is attached to this Agreement by virtue of being included in the email correspondence titled, "Kansas City Regional Aerial Project 2016." The spreadsheet referred to in Exhibit B is titled "ExhibitB\_ImageryCostShareModel2016.xls." Instructions on how to read and make use of the model are included within the spreadsheet.



# 2016 REGIONAL IMAGERY PROJECT: BUDGETARY COST MODEL

PAGE 405/410/411/412/413/414/415/416/417/418/419/420/421/422/423/424/425/426/427/428/429/430/431/432/433/434/435/436/437/438/439/440/441/442/443/444/445/446/447/448/449/450/451/452/453/454/455/456/457/458/459/460/461/462/463/464/465/466/467/468/469/470/471/472/473/474/475/476/477/478/479/480/481/482/483/484/485/486/487/488/489/490/491/492/493/494/495/496/497/498/499/500

Table 1. Summary of Project Costs and Contributions		Notes
Total Proposed Project Cost		This table summarizes the project costs. A map of the acquisition area is available on the "Flight Map" tab of this workbook.
Total Cost of 6" and 1' Photography	\$190,713.00	
Total Cost of 6" and 1' Photography in NGA Area	\$190,713.00	
Total possible MARC flight area	3,353	
Total area Flown	2,526	
Mo Dept. Location	50000000	
USGS Contract Fee	000000	
USGS 30% Fee	000000	
Total Per Sq. Mile Project Cost 6"	\$75.50	
Total Per Sq. Mile Project Cost 1'	\$37.75	

Table 2. Mileages							MARC Administrative Fee	2.00%	MARC Counties	
County	Total Miles	6" Area	1' Area	Cost 6"	Cost 1'	Total		City	County	
Cass County	702.5	112.9	0	\$8,523.95	\$0.00	\$8,523.95		\$170.48	\$170.48	\$0.00
Clay County	408.7	408.7		\$30,856.85		\$30,856.85		\$617.14	\$246.85	\$370.28
Jackson County	616.3	616.3		\$46,530.65		\$46,530.65		\$930.61	\$372.25	\$558.37
Johnson County	480	0		\$0.00		\$0.00		\$0.00	\$0.00	\$0.00
Leavenworth	469	469		\$35,409.50		\$35,409.50		\$708.19	\$0.00	\$708.19
Miami County	590.3	0		\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00
Platte	427	190		\$14,345.00	\$0.00	\$14,345.00		\$286.90	\$286.90	\$0.00
Wyandotte County	156.1	156.1		\$11,785.55		\$11,785.55		\$235.71	\$0.00	\$235.71
Ray County	573	573	0	\$43,261.50	\$0.00	\$43,261.50		\$865.23	\$0.00	\$865.23
Adair County	0	0		\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00
Buchanan County	0	0		\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00
Jefferson County	0	0		\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00
Shawnee County	0	0		\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00
Wagon Wheel County	0	0		\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00
<b>Totals</b>	<b>4,423</b>	<b>2526.00</b>	<b>0.00</b>	<b>\$190,713.00</b>	<b>\$0.00</b>	<b>\$190,713.00</b>		<b>\$3,814.26</b>	<b>\$1,076.48</b>	<b>\$2,737.78</b>
										\$3,814.26

Table 3. Externals Shares										Notes
County	Total Reduction	Mo Dept Cons		City		County		Total		Total Reduction
		% Share	\$ Value	% Share	\$ Value	% Share	\$ Value	% Share	\$ Value	
Cass County	\$1,200.00	6.00%	\$1,200.00							\$1,200.00
Clay County	\$4,200.00	21.00%	\$4,200.00							\$4,200.00
Jackson County	\$6,400.00	32.00%	\$6,400.00							\$6,400.00
Johnson County	\$0.00	0.00%	\$0.00							\$0.00
Leavenworth	\$0.00	0.00%	\$0.00							\$0.00
Miami County	\$0.00	0.00%	\$0.00							\$0.00
Platte	\$2,200.00	11.00%	\$2,200.00							\$2,200.00
Wyandotte County	\$0.00	0.00%	\$0.00							\$0.00
Ray	\$6,000.00	30.00%	\$6,000.00							\$6,000.00
<b>Totals</b>	<b>\$20,000.00</b>	<b>100.00%</b>	<b>\$20,000.00</b>		<b>0</b>		<b>\$0.00</b>		<b>\$0.00</b>	<b>\$20,000.00</b>
\$20,000.00 MO Dept. Conservation Share total \$20,000.00 Total Difference \$20,000.00										

Table 4. County Costs Less External Shares		Notes
County	Reduced Cost	
Cass County	\$7,323.95	This table determines the total cost for each county after the external shares are deducted. For each county, the values in the "Total Reduction" field of Table 3 are subtracted from the "Cost" values in Table 2. The results of the deduction are shown herein in the "Reduced Cost" field.
Clay County	\$26,656.85	
Jackson County	\$40,130.65	
Johnson County	\$0.00	
Leavenworth	\$35,409.50	
Miami County	\$0.00	
Platte	\$12,145.00	
Wyandotte County	\$11,785.55	
Ray	\$37,261.50	
<b>Totals</b>	<b>\$170,713.00</b>	

Table 5. City County Splits								Notes
County	County Share	City Share	County Cost	Cost w/Fee	City Cost	Cost w/Fee		This table shows the division of costs between cities and counties. Jackson and Clay counties are using a 60/40 split between counties and cities. Leavenworth and Wyandotte counties are paying the entire cost for their imagery. Platte and Cass counties are not participating. The costs are divided amongst the participating cities within their area.
Cass County	0%	100%	\$0.00	\$0.00	\$7,323.95	\$7,494.43		
Clay County	60%	40%	\$15,994.11	\$16,364.39	\$10,662.74	\$10,909.59		
Jackson County	60%	40%	\$24,078.39	\$24,636.76	\$16,052.26	\$16,424.51		
Johnson County	100%	0%	\$0.00	\$0.00	\$0.00	\$0.00		
Leavenworth	100%	0%	\$35,409.50	\$36,117.69	\$0.00	\$0.00		
Miami County	100%	0%	\$0.00	\$0.00	\$0.00	\$0.00		
Platte	0%	100%	\$0.00	\$0.00	\$12,145.00	\$12,431.90		
Wyandotte County	100%	0%	\$11,785.55	\$12,021.26	\$0.00	\$0.00		
Ray	100%	0%	\$37,261.50	\$38,126.73	\$0.00	\$0.00		
Adair County	100%	0%	\$0.00	\$0.00	\$0.00	\$0.00		
Buchanan County	100%	0%	\$0.00	\$0.00	\$0.00	\$0.00		
Jefferson County	100%	0%	\$0.00	\$0.00	\$0.00	\$0.00		
Shawnee County	100%	0%	\$0.00	\$0.00	\$0.00	\$0.00		
Wagon Wheel County	100%	0%	\$0.00	\$0.00	\$0.00	\$0.00		

MARC Figure Check Area	\$170,713.00 Total County and City Cost
	\$174,527.26 Total County and City Cost with Fee
	\$20,000.00 MoDeptConservation Funding
	<b>\$194,527.26 Total Project Cost</b>
	\$190,713.00 \$194,527.26
	\$3,814.26 MARC Fee

**Cass County Cost Model**

City	Sq. MI	% of Total	Participating	Best Case	Participant Miles	% of Participating Miles	Raw Cost	Marc Fee	Participant Cost	MARC Fee
Belton	15.00	17.86%	Y	\$1,307.85	15.00	17.86%	\$1,307.85	\$30.44	\$1,338.29	170.48
Harrisonville	17.00	20.24%	y	\$1,482.23	17.00	20.24%	\$1,482.23	\$34.50	\$1,516.73	
Kansas City	2.00	2.38%	Y	\$174.38	2.00	2.38%	\$174.38	\$4.06	\$178.44	
Raymore	18.00	21.43%	Y	\$1,569.42	18.00	21.43%	\$1,569.42	\$36.53	\$1,605.95	
Lee's Summit	2.00	2.38%	Y	\$174.38	2.00	2.38%	\$174.38	\$4.06	\$178.44	
Peculiar	15.00	17.86%	y	\$1,307.85	15.00	17.86%	\$1,307.85	\$30.44	\$1,338.29	
Pleasant Hill	15.00	17.86%	Y	\$1,307.85	15.00	17.86%	\$1,307.85	\$30.44	\$1,338.29	
	<b>84.00</b>	<b>100.00%</b>		<b>\$7,323.95</b>	<b>84.00</b>	<b>100.00%</b>	<b>\$7,323.95</b>	<b>\$170.48</b>	<b>\$7,494.43</b>	

**Notes**

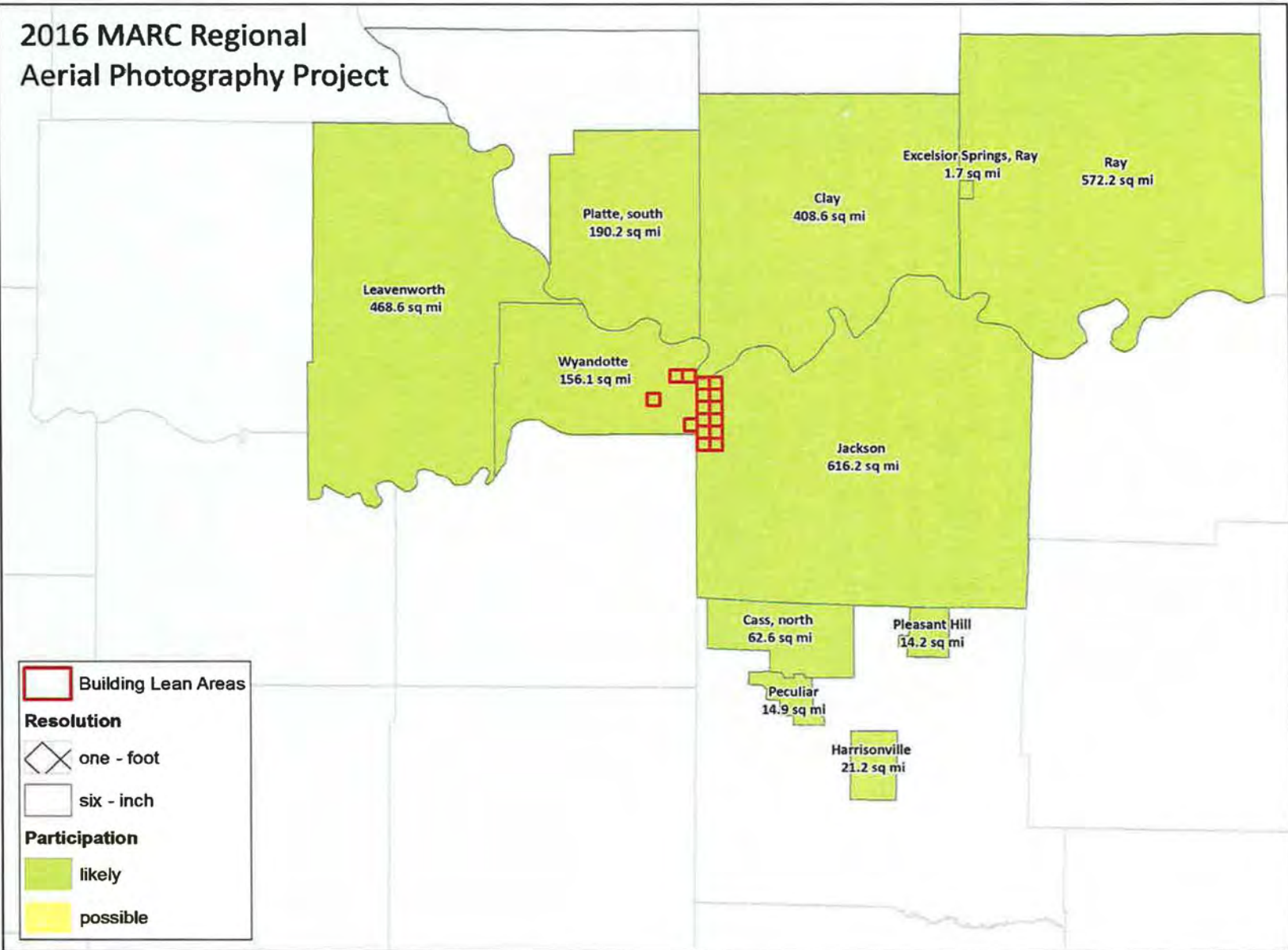
This table calculates each municipality's cost by determining what percentage of the total municipal participation each city represents. This percentage is then multiplied against the 40% municipal share calculated in Table 5 of the Base Model. All the cities in the county are listed along with their total area. The "% of Total" field stores the percentage of *non-county* land area each city represents. The "Participating" field indicates whether or not a city is planning to participate. "Y" values indicate cities that are participating, "N" values are for those not participating. Changing the values in this field from Y to N or N to Y will recalculate the cost values in the "Participant Cost" field. The "Best Case" field shows each city's cost, if all cities participate. It's calculated by multiplying the "% of Total" with its respective county's "City Cost" value in Table 5.

Values in the "Participant Miles" field are a copy of the city's "Sq. Mi." value and are copied into this field only if the city is marked with a "Y." Pulling in these values allows the model to determine the total mileage of the participating cities within the county.

The "% of Participating Miles" field represents the percentage of the total area of the participating municipalities that a city represents.

Participant Cost field stores the estimated cost for each participating city, this year, MARC has added a 1.5% fee for managing the project. This fee only covers a portion of the effort involved in the administration of the effort.

# 2016 MARC Regional Aerial Photography Project



**SECTION VI**  
**N**



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.

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WHEREAS, under the City of Belton Code of Ordinances, Chapter 2 – Administration, Division IV – Administrative Procedures, Section 2-927 – Cooperative Purchasing, participation in a cooperative purchasing program is encouraged; and

WHEREAS, the Association of Educational Purchasing Agencies (AEPA) is a multi-state non-profit organization made up of Educational Service Agencies/political subdivisions organized through a Memorandum of Understanding between all participating states. EducationPlus, formerly Cooperating School Districts (CSD) is Missouri’s member of AEPA. AEPA conducts bi-annual meetings where bid responses are reviewed and evaluated by all AEPA member agencies. Once bids are approved for award by AEPA, each AEPA member state selects contracts they feel will best help their respective states; and

WHEREAS, the Missouri General Assembly has enacted the following statutes authorizing political subdivision of the State of Missouri to contract and cooperate with other political subdivisions in Missouri and in other states:

70.220. 1. Any municipality or political subdivision of this state, as herein defined, may contract and cooperate with any other municipality or political subdivision, or with an elective or appointive official thereof, or with a duly authorized agency of the United States, or of this state, or with other states or their municipalities or political subdivisions, or with any private person, firm, association or corporation, for the planning, development, construction, acquisition or operation of any public improvement or facility, or for a common service; provided, that the subject and purposes of any such contract or cooperative action made and entered into by such municipality or political subdivision shall be within the scope of the powers of such municipality or political subdivision; and

WHEREAS, on May 5, 2015, Weatherproofing Technologies, Inc., a Subsidiary of Tremco Incorporated, provided a proposal for repairs to the roof of the Wastewater Treatment Plant building in a not-to-exceed amount of \$6,328.54; and

WHEREAS, staff determines it necessary and important to complete these roof repairs to the Wastewater Treatment Plant building and recommends entering into the Repair Service Agreement with Weatherproofing Technologies, Inc.

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 repairing the roof for the Wastewater Treatment Facility which are for the benefit of the citizens of the City to continue to monitor, maintain and facilitate the City’s Wastewater Treatment Facility.



SECTION 2. That the City of Belton, Missouri shall approve and authorize 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 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: March 8, 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:** March 8, 2016

**DIVISION:** Public Works/ Water Services

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

<input checked="" type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input type="checkbox"/> Consent Item	<input type="checkbox"/> Change Order	<input type="checkbox"/> Motion
<input 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 roof of the Wastewater Treatment Plant building is over 20 years old and very little maintenance has been needed over the years. Weatherproofing Technologies, Inc. (WTI), a Subsidiary of Tremco Incorporated, inspected the roof and has prepared a proposal for the repairs necessary.

The proposed repairs include repairing loose base flashing and membrane laps along parapet walls and around HVAC unit; repairing some of the field membrane laps in certain areas and soil stacks; reinforcing all scupper drains along north and west parapet walls; and repairing several splits in the exterior connection of the scupper sleeves and metal face-plates.

These repairs are short-term fixes and should extend the life of the roof by 5-7 years. Eventually, more repairs will be necessary and may cost up to four times the amount of these repairs. It was the recommendation of WTI to start with these short-term fixes before pursuing the more expensive long-term fixes.

**PROPOSED CITY COUNCIL MOTION:**

At the March 8, 2016 Regular City Council Meeting, approve the first read to authorize and approve 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.

**BACKGROUND:**

Association of Educational Purchasing Agencies (AEPA) is a multi-state non-profit organization made up of Educational Service Agencies/political subdivisions organized through a Memorandum of Understanding between all participating states. EducationPlus, formerly Cooperating School Districts (CSD) is Missouri's member of AEPA. AEPA conducts bi-annual meetings where bid responses are reviewed and evaluated by all AEPA member agencies. Once bids are approved for award by AEPA, each AEPA member state selects contracts they feel will best help their respective states. See attached Vendor list for Missouri from the EducationPlus website.

Under the City of Belton Code of Ordinances, Chapter 2 – Administration, Division IV – Administrative Procedures, Section 2-927 – Cooperative Purchasing, the following is stated:

Participation in a cooperative purchasing program is encouraged. Cooperative purchasing program refers to programs through which the member of the program acquire goods and services in cooperation of other members of the program, thereby saving money on the purchase of goods and services through economies of scale and through the reduction of administrative costs. The department directors are authorized to participate in cooperative purchasing programs with the federal government or any agency thereof, with the state government or an agency thereof, with any municipality or other political subdivisions, or with any association of municipalities or other political subdivisions, provided that the cooperative purchasing program follows a competitive bidding process.

The AEPA bidding process is a competitive bidding process. In 2013, Roofing and Related Services was bid and five bids were received by AEPA. Full information on bidding and contractual procedures can be found on AEPA’s website at the address below, [http://www.aepacoop.org/pages/Association\\_of\\_Educational\\_Pur/Bidding\\_Information/Bid\\_2013](http://www.aepacoop.org/pages/Association_of_Educational_Pur/Bidding_Information/Bid_2013)

**IMPACT/ANALYSIS:**

**FINANCIAL IMPACT**

Contractor:	Weatherproofing Technologies, Inc. (WTI)	
Amount of Request/Contract:	\$	6,328.54
Amount Budgeted:	\$	12,000.00
Funding Source:	660-0000-495-7400 PC 1610	
Additional Funds:	\$	n/a
Funding Source:	n/a	
Encumbered:	\$	n/a
Funds Remaining:	\$	5,671.46

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

At the March 8, 2016 Regular City Council Meeting, approve the first read to authorize and approve 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.

**LIST OF REFERENCE DOCUMENTS ATTACHED:**

- Exhibit A – Repair Service Agreement
- AEPA and EducationPlus websites

## EXHIBIT A



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

### REPAIR SERVICE AGREEMENT

THIS Agreement ("Agreement") is by and between the City of Belton, Missouri, a constitutional charter city ("CITY"), and Weatherproofing Technologies, Inc. (WTI), a subsidiary of Tremco, Incorporated, authorized to conduct business in Missouri and located at 3735 Green Road, Beachwood, Ohio 44122 ("CONTRACTOR"; CITY and CONTRACTOR each a "Party", and collectively the "Parties").

WHEREAS, CITY requires repair services to provide roof repair services as further described in **Article 2** herein (the "Services");

WHEREAS, CONTRACTOR is prepared to provide said Services and shall give consultation to CITY during the performance of said Services;

NOW THEREFORE, CITY and CONTRACTOR in consideration of the mutual covenants contained in this Agreement, agree as follows:

#### ARTICLE 1 – EFFECTIVE DATE

The effective date of this Agreement shall be \_\_\_\_\_ ("Effective Date").

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

CONTRACTOR shall furnish all labor, materials, equipment, and services necessary to provide roof repairs consisting of the following: repairs to loose base flashing and membrane laps along parapet walls and around HVAC unit, repairs to some of the field membrane laps in certain areas and soil stacks, reinforcement to all scupper drains along north and west parapet walls, and to repair several splits in the exterior connection of the scupper sleeves and metal face-plates maintained by the Public Works Department, and represents that it is equipped, competent, and able to perform, and that it will perform all services hereinafter set forth in a diligent, competent, and workmanlike manner as described herein. See attached **Exhibit A –Scope of Services and Price Proposal**.

#### ARTICLE 3 – PERIOD OF SERVICE

See **Article 30** for details on schedule requirements.



#### **ARTICLE 4 – COMPENSATION**

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

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

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

CONTRACTOR shall provide proof of compliance with the CITY'S tax ordinances as a condition precedent to the CITY making any payments under this Agreement.

#### **ARTICLE 5 – PERMITS AND LICENSES**

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

#### **ARTICLE 6 – CHANGES, DELETIONS OR ADDITIONS TO AGREEMENT**

Except as otherwise provided herein, either Party may request, subject to approval of the other Party, changes to or within the general scope of this Agreement. If a requested change, approved by each Party, causes an increase or decrease in the compensation or Period of Service stated in this Agreement, CITY and CONTRACTOR will agree to an equitable adjustment of the compensation, Period of Services or both and will reflect such adjustment in a change order. All change orders shall be in writing, approved by CITY'S representative, and executed by the CITY prior to the CONTRACTOR performing any work pursuant to the change order. Any claim by the CONTRACTOR for such change or adjustment must be asserted within thirty (30) days of discovery.

## **ARTICLE 7 – LIABILITY AND INDEMNIFICATION**

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

## **ARTICLE 8 – INSURANCE**

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

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

Workers' Compensation: Statutory

Employers' liability: 2,500,000 each occurrence

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

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

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

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

\$2,500,000 general aggregate.

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

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

B. The policies listed above may not be canceled until after thirty (30) days written notice of cancellation to CITY, ten (10) days in the event of nonpayment of premium. The Workers' Compensation and Employers' Liability, Commercial General Liability, and Automobile Liability specified above shall provide that CITY and its agencies, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds for the services performed under this Agreement. **CONTRACTOR SHALL PROVIDE TO CITY PRIOR TO THE EXECUTION OF THIS AGREEMENT A CERTIFICATE OF INSURANCE SHOWING ALL REQUIRED COVERAGES, ENDORSEMENTS, ADDITIONAL INSUREDS, AND COMPLIANCE WITH THE TERMS OF THIS ARTICLE 8.** The certificate shall be on a form acceptable to CITY.

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

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

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

#### **ARTICLE 9 – EXCESSIVE UNEMPLOYMENT**

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

#### **ARTICLE 10 – EXCUSABLE DELAYS IN PERFORMANCE**

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



#### **ARTICLE 11 – TERMINATION**

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

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

#### **ARTICLE 12 – SEVERABILITY**

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

#### **ARTICLE 13 – SUCCESSORS AND ASSIGNS**

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

#### **ARTICLE 14 – ASSIGNMENT**

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

#### **ARTICLE 15 – NO THIRD PARTY RIGHTS**

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

#### **ARTICLE 16 – INDEPENDENT CONTRACTORS**

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

#### **ARTICLE 17 – MODIFICATIONS/AMENDMENTS**

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

#### **ARTICLE 18 – EQUAL EMPLOYMENT OPPORTUNITY**

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

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

In the event of CONTRACTOR'S noncompliance with the non-discrimination clauses of this Agreement or with any of said rules, regulations, or orders, this Agreement, at the election of



and in the sole discretion of the CITY, may be canceled, terminated or suspended in whole or in part, and CONTRACTOR may be declared ineligible for any further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rules, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

#### **ARTICLE 19 – COMPLIANCE WITH LAWS**

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

#### **ARTICLE 20 – COMMUNICATIONS AND NOTICES**

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

CONTRACTOR: \_\_\_\_\_

CITY:

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

**AND**

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

**AND**

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

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

#### **ARTICLE 21 – SEPARATE AGREEMENTS**

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

#### **ARTICLE 22 – SURVIVAL OF TERMS**

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

#### **ARTICLE 23 – CITY'S LEGISLATIVE POWERS**

Notwithstanding any other provisions in this Agreement, nothing herein shall be deemed to usurp the governmental authority or police powers of CITY or to limit the legislative discretion of

the City Council, and no action by the City Council in exercising its legislative authority shall be a default under this Agreement.

#### **ARTICLE 24 – WAIVER**

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

#### **ARTICLE 25 – HEADINGS; CONSTRUCTION OF AGREEMENT**

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

#### **ARTICLE 26 – FEDERAL WORK AUTHORIZATION PROGRAM**

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

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

#### **ARTICLE 27 – CONFLICT OF INTEREST**

CONTRACTOR certifies that no officer or employee of CITY has, or will have, a direct or indirect financial or personal interest in this Agreement, and that no officer or employee of CITY, or member of such officer's or employee's immediate family, either has negotiated, or has or will

have an arrangement, concerning employment to perform services on behalf of CONTRACTOR in this Agreement.

#### **ARTICLE 28 – BUY AMERICAN PREFERENCE**

Pursuant to the Missouri Domestic Product Procurement (Buy American) Act, RSMo. § 34.350 to 34.359, any manufactured goods or commodities used or supplied either in the performance of this Agreement or of any subcontract thereto shall be manufactured, assembled or produced in the United States unless one of the exceptions contained in that Act applies. The CONTRACTOR shall comply with such requirements and shall provide proof of compliance with this provision both at the time of bid and before any payment is made on the Agreement. Pursuant to RSMo. § 71.140, preference shall be given to materials, products, supplies, provisions and all other articles produced, manufactured, compounded, made, or grown in the State of Missouri. The CONTRACTOR shall comply with such requirements and shall provide proof of compliance with this provision at the time of bid and before any payment is made on the Contract.

#### **ARTICLE 29 – PRICING**

**See attached Exhibit 1 – Scope of Services and Price Proposal for pricing information.**

#### **ARTICLE 30 – PROJECT SCHEDULE**

The CONTRACTOR is allowed 30 calendar days from the date of the Notice to Proceed to complete all work and reach Final Completion.

#### **ARTICLE 31 – PREVAILING WAGES**

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

#### **ARTICLE 32 - WARRANTY**

- A. The CONTRACTOR shall provide to the CITY a warranty to include at a minimum, but not limited to the following:
  - a. In addition to any other warranties in this Agreement, the CONTRACTOR warrants that all work and products supplied by the CONTRACTOR under this Agreement conforms to the Agreement requirements and is free from any defect in workmanship, equipment, material, or design furnished by the CONTRACTOR.
  - b. The CONTRACTOR shall remedy at the CONTRACTOR'S expense any non-conforming or defective products or work. In addition, the CONTRACTOR shall remedy at CONTRACTOR'S expense any damage to real or personal property owned by the CITY and or their CUSTOMERS when that damage is the result of a defect of products or service furnished.
  - c. This warranty shall continue for a period of one (1) year from date of acceptance of products and work by the CITY.
  - d. The CITY shall notify the CONTRACTOR within a reasonable time after the discovery of any failure, defect, or damage.
  - e. If the CONTRACTOR fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the CITY shall have the right to replace,

repair, or otherwise remedy the failure, defect, or damage at the CONTRACTOR'S expense.

- f. This warranty shall not include failures attributable to accident, fire, or negligence on the part of operating personnel.
- B. With respect to all warranties, expressed or implied, from manufacturers or suppliers for materials furnished under this Agreement, the CONTRACTOR shall:
- a. Obtain all warranties that would be obtained in normal commercial practice.
  - b. Enforce all warranties for the benefit of the CITY.

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

**SIGNATURE PAGE FOR AGREEMENT BETWEEN CITY OF BELTON, MISSOURI AND**

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

Executed by CONTRACTOR this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Executed by CITY this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**BELTON, MISSOURI**

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

**CONTRACTOR**

Address and facsimile number of  
Contractor: \_\_\_\_\_  
Weatherproofing Technologies, Inc.  
3735 Green Road  
Beachwood, OH 44122  
216-292-5000

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

Printed Name: Jeff Davis

Title: Mayor

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

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

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

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

Printed Name: Patti Ledford

Title: City Clerk

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

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

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

Approved as to form:

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



# Patch and Repair Proposal



## EXHIBIT 1

### Proposal Prepared for:

**Rex Olinger  
Chief Operator  
Water Services Division  
City of Belton, MO**



*A Subsidiary of Tremco Incorporated*

3735 Green Road, Beachwood, OH 44122 • [www.tremcoroofing.com](http://www.tremcoroofing.com)

An **RPM** Company

7/17/14

# Patch and Repair Proposal

Dear Rex

I am submitting a proposal for roof repairs at Water Service Plant  
Based upon my inspection, the following should be completed:

Need to repair loose base flashing and membrane laps along parapet walls and around HVAC unit.

Also repair some of the field membrane laps in certain areas and soil stacks.

Reinforce all scupper drains along north and west parapet walls .

Repair several splits in the exterior connection of the scupper sleeves and metal face-plates

The cost to complete the above scope of work will not exceed: \$6,328 and can be completed  
within a week of your approval. I will be in contact with you to answer any questions you have.  
Thank you for the opportunity to serve you and The City of Belton

Respectfully yours,  
Robbie Schultz



A Subsidiary of Tremco Incorporated

3735 Green Road, Beachwood, OH 44122 • [www.tremcoroofing.com](http://www.tremcoroofing.com)

An  Company

PAGE 1

7/17/14



Weatherproofing Technologies, Inc.

3735 Green Road · Beachwood, Ohio 44122 · 216-292-5000

Effective 5-5-2015 Approved AEPA on 5-5-2015

This price is valid for 60 days. After that time, project conditions are subject to reassessment.

**WEATHERPROOFING TECHNOLOGIES, INC. LINE ITEM PRICING**

Contract #: IFB - 013 - B

**CITY OF BELTON**

**WATER SERVICE PLANT**

**QUOTE # 5027312**

**DATE: 8/7/15**

Bid Item Number	Description of Cost Factors	Unit of Measure	Price	Quantity	Project Amount
9.11.6.5	Labor Rate for Roofer	Per Hour	\$ 93.90	48	\$ 4,507.20
9.11.1	Additional and occasional services Roofing supplies Discount off Retail Price List	% of Discount	13.4%	\$ 2,103.15	\$ 1,821.34
<b>TOTAL PROJECT COST</b>					<b>\$ 6,328.54</b>
<b>2% MO AEPA FEE INCLUDED IN ABOVE TOTAL PROJECT COST</b>					<b>\$ 126.57</b>





NATIONALLY BID,  
LOCALLY AWARDED

Created to save you time and money

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## About AEPA



The Association of Educational Purchasing Agencies (AEPA) is a multi-state non-profit organization made up of Educational Service Agencies / political subdivisions organized through a Memorandum of Understanding between all participating states. We are a true "cooperative" who serves to leverage purchasing power to benefit all schools and agencies, regardless of size, with the ability to purchase at equal buying levels.

### History

AEPA started in 2000 with 10 member states with purchasing professionals who had the mutual goal of securing combined volume purchasing contracts based on potential sales by qualifying customers in participating states using:

- Combined expertise
- Existing vendor relationships
- Experience & overall vision

### How do we work?

AEPA conducts bi-annual meetings where bid responses are reviewed and evaluated by all AEPA member agencies. Once bids are approved for award by AEPA, each AEPA member state selects contracts they feel will best help their respective states. Contracts are typically awarded for one base year, with options to renew for three additional years.

In addition to reviewing and awarding contracts, these bi-annual meetings serve to:

- Redefine organizational bylaws, policy & procedures
- Consider new state members
- Select product categories to solicit
- Select task groups and committee members





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## Missouri



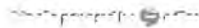
The AEPA member in Missouri is EducationPlus.

Contact: [Mickie Shank](#) (314) 692-1224

Website: [www.edplus.org](http://www.edplus.org)

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## Weatherproofing Technologies



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### Contact

[Regina Martino](#) (651) 323-7431  
[www.wtiservices.com/education](http://www.wtiservices.com/education)

### Bid Documents and Contract Length

Bid 2013 Bid recommended for approval in December 2012. Contract and extensions possible through March 2017.



**SECTION VI**  
**O**

AN ORDINANCE AUTHORIZING A SALARY ADJUSTMENT FOR THE MAYOR OF THE CITY OF BELTON EFFECTIVE APRIL 1, 2017.

WHEREAS, the Mayor’s salary is currently four hundred dollars (\$400.00) per month or four thousand, eight hundred dollars (\$4,800.00) per year; and

WHEREAS, the time required to perform the role of Mayor has increased in recent years with the significant growth in regional development activity, intergovernmental relationships, and strategic planning; and

WHEREAS, based on state law and the City Code of Ordinances Section 2-2, the City Council may approve changes to the Mayor’s compensation effective when the Mayor’s term has expired; and

WHEREAS, the Mayor’s car expense allowance is currently six hundred dollars (\$600.00) per month or seven thousand, two hundred dollars (\$7,200.00) per year and believed to be appropriate compensation for miles driven and current costs. No adjustment is being recommended to change the Mayor’s car expense allowance.

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

Section 1. That the City Council hereby authorizes and approves the salary adjustment for the Mayor’s position to one thousand, four hundred dollars (\$1,400.00) per month or sixteen thousand, eight hundred dollars (\$16,800.00) per year effective April 1, 2017.

Section 2. That the City Clerk will process the pay adjustment effective April 1, 2017.

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

READ FOR THE FIRST TIME: March 8, 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



**SECTION VI**  
**P**

**BILL NO. 2016-28**

**ORDINANCE NO. 2016-**

**AN ORDINANCE AUTHORIZING A SALARY ADJUSTMENT FOR THE COUNCILMAN POSITION OF THE CITY OF BELTON EFFECTIVE APRIL 1, 2018.**

WHEREAS, the Councilman's salary is currently two hundred dollars (\$200.00) per month or two thousand, four hundred dollars (\$2,400.00) per year; and

WHEREAS, the Councilman's salary has not been increased for over ten years; and

WHEREAS, based on state law and the City Code of Ordinances Section 2-33, the proposed Councilman's salary increase will not become effective until April 1, 2018 after the election cycle has expired for the current voting council members; and

WHEREAS, the Councilman's car expense allowance is currently three hundred dollars (\$300.00) per month or three thousand, six hundred dollars (\$3,600.00) per year and believed to be appropriate compensation for miles driven and current costs. No adjustment is being recommended to change the Councilman's car expense allowance.

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

Section 1. That the City Council hereby authorizes and approves the salary adjustment for the Councilman position to four hundred dollars (\$400.00) per month or four thousand, eight hundred dollars (\$4,800.00) per year effective April 1, 2018.

Section 2. That the City Clerk will process the salary adjustment effective April 1, 2018.

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

READ FOR THE FIRST TIME: March 8, 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

**SECTION VI**  
**Q**

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.

---

**WHEREAS**, the Fire Department has two different security systems used for each Fire Station and neither one communicates with the other.

**WHEREAS**, after the Fire Department upgraded its computer servers and all desk computers, the new systems did not support or allow for upgrades to the current Door Scan Access Security Lock Systems within the Fire Department; and

**WHEREAS**, the proposed Fire Department security lock system will take advantage of the existing controller provided by Kenton Brothers Locksmith, Inc. and located at the Police Department.

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 Agreement with Kenton Brothers Locksmith, Inc. for the upgrade of the Door Scan Access Security Lock Control systems of the Fire Department, herein attached and incorporated as **Exhibit A** to this ordinance.

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

**Section 3.** That 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:                      March 8, 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: March 2, 2016 **AGENDA DATE: March 8, 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**

Budget Amendment to upgrade the door scan access security lock systems at both Fire Stations.

**PROPOSED CITY COUNCIL MOTION**

Approve an ordinance to approve an agreement with Kenton Brothers Locksmith, Inc. for the upgrade of the door access security lock systems at both fire stations.

Approve an ordinance to amended the Fire Departments FY16 budget to fund the upgrade of the door access security lock systems at both fire stations.

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

When the department upgraded its computers and servers last year, the system that controls our current door access security lock systems was not compatible.

The department can not reset any employee scan cards or program the doors (to lock them, unlock them, etc.) in the systems.

There are also different systems at Fire Station #1 and Fire Station #2 and they are not compatible with each other.

**IMPACT/ANALYSIS:**

This would upgrade the Fire Department's two systems into one system that works and is controllable.

This will provide better security for the two fire stations, it will keep a record of who comes and goes, and the employee scan cards will be programmable. It will also allow the department to program doors that need to be open for a set time frame (i.e. Emergency Operations Center activations, Belton Emergency Management Association meetings, etc.).

### FINANCIAL IMPACT

Contractor:	Kenton Brothers Locksmith, Inc
Amount of Request/Contract:	\$ 37,377.00
Amount Budgeted:	\$ 0
Funding Source:	General Fund/ Raining day Account
Additional Funds:	\$ 0

Funding Source:	
Encumbered:	\$ 0.00
Funds Remaining:	\$ 0.00

<b>TIMELINE:</b>	<b>START:</b>	<b>FINISH:</b>
------------------	---------------	----------------

### OTHER INFORMATION/UNIQUE CHARACTERISTICS:

This new system will connect to the Police Department system and use their Controller (brain), but will not take any capability away from the Police Department. The Fire Department will have the ability to control their on part of the system.

### STAFF RECOMMENDATIONS:

Approve.

### Action and Date:

### LIST OF REFERENCE DOCUMENTS ATTACHED:

1. Estimate and Agreement from Kenton Brothers Locksmith, Inc on the upgrade to the Door Scan Security Lock Systems for the Fire Department.



Proposal: 5929-2-0

---

## Belton Fire - Access Control

Proposal Issued  
**3.4.2016**

Proposal Valid To  
**4.15.2016**

**Prepared for:**

Norman Larkey

**Belton Fire Department**  
16300 N. Mullen Road  
Belton, MO 64012

**P**  
**E** [nlarkey@beltonfire.org](mailto:nlarkey@beltonfire.org)  
**W** (816) 331-7969

## CLIENT INFORMATION

**Name:** Belton Fire Department

**Site:**  
16300 N. Mullen Road  
Belton, MO 64012

**Billing:**  
16300 N. Mullen Road  
Belton, MO 64012

**Contact:**  
Norman Larkey  
(816) 331-7969  
nlarkey@beltonfire.org

## PROJECT DESCRIPTION

### *Project Objectives*

To ensure a successful implementation and completion of this project, the following objective(s) will be completed by Kenton Brothers Inc.

- **Convert Belton Fire Department from Keyscan Access Control to S2 utilizing the Police Departments S2 Controller.**

### *Project Assumptions*

The services and hardware proposed in this document are developed based on the information provided by City of Belton. The configuration and technical details set forth in this document are intended to provide City of Belton with a solution designed to meet the current and future needs of the company. Kenton Brothers assumes:

- Client will grant KB consultants and engineers reasonable access to facilities, IT systems, and administrative access rights needed to complete this project
- Client will provide adequate workspace for KB personnel
- Client will make available all participating client personnel so as to facilitate timely completion of this project and the knowledge transfer process
- Client will execute the timely review and approval of deliverables and project completion documentation in support of the overall project plan and objectives
- Any and all training provided as a part of the project scope is designed to give clients an initial exposure to the systems involved. It is not designed to be a replacement for the comprehensive material offered by the manufacturer's education services.
- Client will provide Man lift as needed for cabling and installation
- All work will be performed during normal business hours.



## **Scope of Engineering Work**

The following is an overview of the engineering work to be performed and outlines KB responsibilities for the successful completion of this project:

### **Belton Police S2 Controller**

- KB will install an S2 Upgrade to the existing controller to allow the controller to support the newest version of S2 software 4.7
- KB will upgrade the existing 32 portal license to 64 portals.
- KB will install the S2 Partitioning option to the existing controller to allow each department to manage their own facility without having access to others if necessary. KB will work with the departments to determine the best programming options.

### **Belton Fire Station 2**

- KB will install a 12 Portal S2 Access Node to be connected to the Belton Police S2 Controller to replace the existing Keyscan system.
- KB will import the existing card holder credentials from the Keyscan system to the S2 system
- KB will work with the customer to move over the 8 existing portals to the new S2 system to allow for minimum down time.
- KB will program the S2 portals to allow access as needed per the customer.
- KB will replace 8 existing readers with new S2 RP40 readers for the new system.
- KB will install Access Control on 3 Doors that currently do not have controls installed.
  - A. Interior Cyl Door, Includes 8000 Electric Strike, Door Position Switch, REX Motion device, RP40 Reader, Cabling, and Installation
  - B. Exterior Rim Panic Door, Includes 9600 Electric Strike, Door Position Switch, REX Motion device, RP40 Reader, Cabling, and Installation
  - C. Exterior Mortise Door, Includes 1006 Electric Strike, Door Position Switch, REX Motion device, RP40 Reader, Cabling, and Installation
- KB will program the 3 new doors in the S2 system to allow access as needed per the customer.

### **Belton Fire - 223 Main**

- KB will install a 2 Portal S2 Access Node to be connected to the Belton Police S2 Controller to replace the existing Keyscan system.
- KB will import the existing card holder credentials from the Keyscan system to the S2 system
- KB will work with the customer to move over the 2 existing portals to the new S2 system to allow for minimum down time.
- KB will program the S2 portals to allow access as needed per the customer.
- KB will replace 2 existing readers with new S2 RP40 readers for the new system.

### **Programming**

- KB will provide training and programming of the system with the assistance from the client as needed for a proper installation.

All locations include rekeying the existing key system to upgrade to a secure keyway and re-gain control of keys

...

## PROJECT BUDGET

### Belton Fire Station 2

QTY	Manufacturer	Part #	Description	Unit Price	Ext. Price
1	S2 Security Corporation	S2NNE12RWM	NETWORK NODE 12 READER, 24 INPUT & OUTPUT	\$4,691.43	\$4,691.43
11	S2 Security Corporation	S2-920PTNNEK00460-S2SE	MultiCLASS SE RP40 Contactless Reader w/ S2 Label	\$221.43	\$2,435.73
1	HANCHETT ENTRY SYSTEMS	8000C630	STRIKE WITH 801 & 801A FP 801 PLATE	\$143.36	\$143.36
1	HANCHETT ENTRY SYSTEMS	1006CS630	1006 STRIKE KIT W/SMARTPACK FAIL SECURE 630	\$330.15	\$330.15
1	HANCHETT ENTRY SYSTEMS	9600630	ELECTRIC STRIKE FIELD SELECTABLE FAIL SECURE/	\$276.08	\$276.08
1,000	WIRE	ACCESSPLENJKT4SHLD	1,000' TAPPAN WIRE H91602.1 YELLOW	\$0.88	\$880.00
3	KEEDEX	KDL38A	18 ARMORED DOOR LOOP 3/8 ID FLEXIBLE CONDUIT	\$26.24	\$78.72
3	George Risk Industries	8080TWGGY	RECESSED 3/4 SWITCH SET CLOSED LOOP WIDE GAP	\$5.68	\$17.04
3	Bosch	DS160	REQUEST-TO-EXIT PASSIVE INFRARED DETECTOR LIGHT	\$83.29	\$249.87
1	ALTRONIX	AL600ULACMCB	PWR SUPPLY AND CHARGER 8-OUTPUT PTC 12/24VDC	\$275.75	\$275.75
2	Coleman Cable Inc.	09709	POWER CORD 9' BLACK 16 GUAGE 3 CONDUCTOR 13A	\$6.93	\$13.86
1	Power Sonic	PS1250	12V 5AH SEALED LEAD ACID BATTERY	\$14.20	\$14.20
2	Yuasa Battery, Inc.	NP712	BATTERY 12V 7AH	\$16.24	\$32.48

### Labor Schedule for: Belton Fire Station 2

QTY	Description
46.00	Installation Labor

### Supplies & Materials for: Belton Fire Station 2

QTY	Description
3.00	Misc Installation Hardware
1.00	Labor to Rekey and Master Key

### S2 Controller Upgrade

QTY	Manufacturer	Part #	Description	Unit Price	Ext. Price
1	S2 Security Corporation	S2-SL3	32 Portal to 64 Portal Expansion	\$4,078.57	\$4,078.57
1	S2 Security Corporation	S2-SUSP-64	One Year Software Upgrade and Support Plan (64 Por	\$1,785.71	\$1,785.71
1	S2 Security Corporation	S2 Forward	S2 Forward	\$1,285.71	\$1,285.71
1	S2 Security Corporation	S2DBP	SYSTEM PARTITIONING LICENSE FOR S2 NETBOX	\$5,714.29	\$5,714.29
1	Power Sonic	PS1250	12V 5AH SEALED LEAD ACID BATTERY	\$14.20	\$14.20

### Labor Schedule for: S2 Controller Upgrade

QTY	Description
32.00	Installation Labor

### Belton Fire 223 Main



**Belton Fire 223 Main**

QTY	Manufacturer	Part #	Description	Unit Price	Ext. Price
1	S2 Security Corporation	S2NNE2RWM	NETWORK NODE W/2 READER, 4 INPUT, 4 OUTPUT	\$1,770.00	\$1,770.00
2	S2 Security Corporation	S2-920PTNNEK00460-S2SE	MultiCLASS SE RP40 Contactless Reader w/ S2 Label C	\$221.43	\$442.86
1	Power Sonic	PS1250	12V 5AH SEALED LEAD ACID BATTERY	\$14.20	\$14.20

**Labor Schedule for: Belton Fire 223 Main**

QTY	Description
8.00	Installation Labor

**Supplies & Materials for: Belton Fire 223 Main**

QTY	Description
1.00	Rekey and Master Key
2.00	Misc - Installation Hardware

**Cards**

QTY	Manufacturer	Part #	Description	Unit Price	Ext. Price
100	HID GLOBAL	2000HPGGMNFC29	CONTACTLESS SMART CARD PROGRAMMED ICLASS PLAIN	\$3.50	\$350.00

**Financial Summary**

<b>Total Equipment:</b>	<b>\$24,894.21</b>
<b>Total Labor:</b>	<b>\$8,170.00</b>
<b>Total Supplies &amp; Materials:</b>	<b>\$3,939.05</b>
<b>Total Miscellaneous Items:</b>	<b>\$373.42</b>
<b>Total Proposal Amount:</b>	<b>\$37,376.67</b>

**Note: The above price does not include sales tax.**

## PROJECT INVESTMENT SUMMARY

**System Investment**

Kenton Brothers will provide the proposed system as described in this proposal for the sum of: **\$37,376.67**.

The price above includes: material, equipment and labor as described within this proposal. Taxes are not included and will be charged additionally.

**Payment Terms:**

Payment shall be Net 30 of invoice date.

## PROJECT EXCLUSIONS, CLARIFICATIONS & ASSUMPTIONS

	Include / Exclude			Include / Exclude	
AutoCad Plans & drawing files	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Stub Ups & Back Boxes	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Submittals	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Prevailing Wage	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Permits	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Conduit	<input type="checkbox"/>	<input checked="" type="checkbox"/>
System Training	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Coring	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Network Cabling & Infrastructure	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Fire Stopping	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Telephone Line	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Patch & Touch-up Paint	<input type="checkbox"/>	<input checked="" type="checkbox"/>
120vac Power	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Door/Frame Preparation	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Locking Hardware	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Construction Equipment	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Installation	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Remote Support	<input type="checkbox"/>	<input checked="" type="checkbox"/>
On Site Support	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Lift Rental	<input type="checkbox"/>	<input checked="" type="checkbox"/>
			Bonding	<input type="checkbox"/>	<input checked="" type="checkbox"/>

### Clarifications & Assumptions

Kenton Brothers labor is provided during normal business hours Monday through Friday from 8:00 AM - 4:30 PM.

Overtime is not included and will be charged additionally.

Kenton Brothers will broom sweep floors and dispose of Kenton Brothers created trash daily within job site provided containers.

Taxes are excluded unless specifically shown as included at pricing summary lines.

Deliveries will be made during normal business hours. Overtime delivery is not included.

## PROJECT ACCEPTANCE

### Proposal Acceptance:

I have read the **General Terms and Conditions** of the sale, understand them fully, and agree to abide by them. I have also read and understand the payment terms as set forth in the **Schedule of Equipment** as listed.

I hereby certify that I am authorized by my company to sign this agreement. Kenton Brothers is hereby authorized to perform the work as specified.

## AGREEMENT

This Master Agreement as incorporated and reflected in the attached "Standard Terms and Conditions" (this "Agreement") is made and entered into effective as of March 04, 2016 (the "Effective Date") by and between **Kenton Brothers Locksmiths, Inc.**, a Missouri corporation ("KB") and the above-identified customer ("**Customer**"). By signing this Agreement, KB agrees to provide the security equipment, software and/or services identified in the schedule(s) from time to time executed by the parties and attached hereto and/or incorporating this Agreement (each a "**Schedule**" and collectively the "**Schedules**") and Customer agrees to acquire the same, upon the terms and conditions of this Agreement and the Schedules.

**THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES**

Accepted By: **Kenton Brothers**  
Name: **Stacy Wessing**

Signature: \_\_\_\_\_

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

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

Accepted By: **City of Belton, Missouri**  
Name: **Mayor Jeff Davis**

Signature: \_\_\_\_\_

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

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





## STANDARD TERMS AND CONDITIONS

### 1. DEFINITIONS

- (a) **"CCTV"** means closed circuit television.
- (b) **"Customer Location(s)"** means the location(s) of Customer identified in the Schedule.
- (c) **"Effective Date"** means the effective date of this Agreement established on page 1 hereof.
- (d) **"Equipment"** means locking hardware, keying system hardware, cameras, alarms, doors, monitors, and other materials and tangible items
- (e) **"Fees"** means the KB's costs, expenses and any other charges for the Equipment, Software, Services or other items pursuant to this Agreement and/or in the applicable Schedule.
- (f) **"Installation Services"** means the process by which KB installs Equipment and/or Software for Customer pursuant to a Schedule.
- (g) **"Leased Equipment"** means Equipment that KB leases, or agrees to lease, to Customer pursuant to the terms of a Schedule.
- (h) **"Licensed Software"** means the machine readable forms of computer software programs and interfaces developed by KB that KB licenses, or agrees to license, to Customer pursuant to a Schedule, and all items of associated documentation, together with new releases, updates, corrections and patches to same.
- (i) **"Purchased Equipment"** means Equipment that KB sells, or agrees to sell, to Customer pursuant to the terms of a Schedule.
- (j) **"Remote Video Equipment"** means Equipment KB sells or leases, or agrees to sell or lease, to Customer pursuant to the terms of a Schedule for establishing, maintaining and/or operating a system of CCTV components at Customer Location(s) which Customer's authorized personnel can view from any computer or smart phone connected to high speed Internet.
- (k) **"Remote Video Server Access"** means access via the Internet to KB's remote video server which finds the IP address associated with Customer's CCTV components in order to enable Customer to view the CCTV cameras on any computer connected to high speed internet connection or any smart phone with Internet access capabilities.
- (l) **"Schedule"** means any purchase schedules or other order forms executed by the parties and incorporating this Agreement pursuant to which Customer may order Equipment, Software or Services from KB, together with all exhibits and schedules thereto. Schedules become effective upon execution by both parties.
- (m) **"Services"** means the services (including related documentation, content and materials provided in conjunction therewith) that KB provides or agrees to provide to Customer pursuant to the terms of this Agreement and a Schedule, including any changes, modifications, improvements and enhancements KB provides pursuant to a Schedule and this Agreement.
- (n) **"Software"** means the Licensed Software and Sublicensed Software. **"Sublicensed Software"** means all third-party manufacturer firmware (embedded software accompanying Equipment) and all third-party software and interfaces that KB sublicenses, or agrees to sublicense, to Customer pursuant to a Schedule, together with new releases, updates, corrections and patches to same developed by third party.
- (p) **"Maintenance and Support Services"** means the Services described in Section 5 that KB provides, or agrees to provide, to Customer pursuant to a Schedule.
- (q) **"Maintenance and Support Services Schedule"** means a Schedule in which Customer elects to purchase Maintenance and Support Services.
- (r) **"Work Product"** means any designs, custom software programs, documentation, techniques, methodologies, inventions, analysis frameworks, procedures developed or introduced by KB in the course of or as a result of KB performing any Services, whether acting alone or in conjunction with Customer or its employees or others.

### 2. STANDARD TERMS AND CONDITIONS

The terms and conditions of this Agreement govern each Schedule. If there is any express conflict between the terms of this Agreement and the terms of a Schedule, the terms of the Schedule shall govern and control to the extent of such conflict. If the terms of this Agreement refer to or contain provisions governing types of Equipment, Software or Services that are not included in the Schedule, then said references to non-covered items herein shall be deemed omitted for purposes of such Schedule.

### 3. SERVICES

(a) **Services.** During the term of this Agreement, KB will provide the Services set forth on the applicable Schedule. Unless otherwise expressly provided in a Schedule, the Services (including, without limitation, Maintenance and Support

Services described in Section 5) shall not include: (i) electrical work external to the Equipment or repair of damage or replacement of parts resulting from failure of electrical power or air conditioning; (ii) repair or replacement of damaged Equipment or Software (or parts thereof) resulting from catastrophe, accident, acts of God, neglect, misuse of equipment, or unauthorized modifications, repairs or reinstallation of any equipment by the Customer; (iii) any system or operational malfunction or failure not attributable to the Equipment or Software; (iv) relocation or reinstallation of Equipment or Software; or (v) assisting the Customer in obtaining any licenses or permits required by federal, state, or local entities.

(b) **Changes in Scope of Work.** Customer may from time to time desire to make changes in the scope of work set forth in the applicable Schedule. Variations to the scope of work, to the Equipment, Software or Services or to any specifications regarding the Equipment, Software or Services may require additional Fees or result in reduced Fees and/or may alter the time schedule for performance. Subject to the below terms, such changes must be in writing and accepted by both parties to be effective. If any such change causes an increase or decrease in the estimated Fees or causes a time schedule change from that originally agreed upon, KB will provide written notice to Customer of the change in Fees or scheduling. If such changes are acceptable to both parties, they shall execute a new or revised Schedule, change order or other written document acceptable to both parties, reflecting the changes.

(c) **Additional Services.** At Customer's request, KB may in its sole discretion, provide services not included in Services or are furnished beyond the term of the Schedule. In such event, KB shall charge Customer for such additional services at the KB published rates in effect at the time the labor and parts are furnished. Labor charges shall include travel time to and from installation site and shall be computed to the nearest one-half (1/2) hour with a minimum charge per call based upon a two (2) hour period. If travel expenses are required they shall be billable at KB's costs, or, if commercial transportation is used, at the actual cost of such commercial transportation. Other travel costs, such as per diem, lodging, parking and tolls shall be invoiced to Customer as incurred.

(d) **Design Services.** If the Services identified in the Schedule include design services, all drawings, specifications and other documents and electronic data that KB furnishes to Customer are deemed Work Product of KB and KB shall retain ownership and property interests therein, including copyrights thereto. Upon Customer's payment in full for all Equipment, Software and Services required in the Schedule, KB grants to Customer a limited, non-exclusive, perpetual license to use the Work Product in connection with the Customer Location(s) identified in the Schedule, conditioned on Customer's express understanding that its use of the Work Product is at Customer's sole risk and without liability or legal exposure to KB or anyone working by or through KB.

(e) **Installation Services.** If and to the extent Customer purchases Installation Services pursuant to a Schedule, Customer authorizes KB to make preparations such as drilling holes, driving nails, making attachments or doing any other thing necessary for the installation as determined by KB in its discretion. KB shall not be liable for any damage or loss sustained by any such alteration or by any delay in installation, equipment failure or interruption of service due to any reason or cause, including, without limitation, KB negligence.

### 4. EQUIPMENT AND SOFTWARE

(a) **Equipment Purchase.** Customer agrees to purchase from KB the Equipment described as Purchased Equipment on a Schedule.

(b) **Equipment Lease.** Customer agrees to lease from KB the Equipment described as Leased Equipment on a Schedule.

(c) **Licensed Software.** Subject to the terms and conditions of this Agreement (including the applicable Schedule), KB grants to Customer a non-exclusive, limited, non-transferable license to use, and permit end-users to use, the Software described as Licensed Software on a Schedule solely during the license term set forth in the Schedule and solely at the Customer Location(s) for its internal purposes.

(d) **Sublicensed Software.** KB grants to Customer a non-exclusive, limited sublicense to use the Software embedded in the Equipment described on a Schedule or described as Sublicensed Software on a Schedule, subject to the limitations, restrictions and other terms imposed by the third-party supplier as further described in Section 4.(f).

(e) **Shipping.** By signing a Schedule, Customer authorizes KB to arrange (and invoice Customer for) shipping and in-transit insurance for the Equipment. The Equipment is priced F.O.B. manufacturer's plant.

(f) **Risk of Loss.** Risk of loss transfers to Customer upon delivery of possession to the shipment carrier. Claims alleging error or shortage will not be considered unless



made in writing, within the time limits specified by the carrier. The goods shown on the invoice, packing list and bill of lading shall govern all cases unless such notice is timely given to the carrier with copy to KB.

(g) **Disclaimer of Warranties; Third-Party Terms.** Except as expressly provided in Section 12, KB makes no warranties, express or implied, to Customer regarding any Equipment or Software. If and to the extent KB's third-party suppliers or third-party manufacturers extend warranties on any of the Equipment or Software, KB passes through such warranties to Customer. Sublicensed Software may be subject to pass-through terms from the third-party suppliers. Customer shall comply with all terms and restrictions of third-party suppliers. Customer acknowledges that additional Fees may be charged for new releases and updates.

## 5. MAINTENANCE AND SUPPORT SERVICES

(a) **Covered Maintenance and Services.** If and to the extent Customer purchases Maintenance and Support Services pursuant to a Schedule, KB, through KB's staff and/or third-party contractors, will provide Maintenance and Support Services for the Equipment and/ Software identified on the applicable Schedule. Maintenance and Support Services included in KB's annual maintenance Fee are: (i) an annual service call to inspect and confirm the operation of the Equipment and Software, the timing of which annual check shall be determined at KB's discretion and may be performed during any service call scheduled for other purposes; (ii) remote diagnosis during Regular Business Hours to identify the source of any reported problem with the covered Equipment and/ or Software and remote repair of the covered Equipment and Software during Regular Business Hours; (iii) if and to the extent KB, in its sole discretion, determines that any on-site diagnosis or repair is necessary to address a reported problem with covered Equipment and/or Software, on-site service call(s) during KB's Regular Business Hours; and (iv) parts needed to repair covered Equipment if and to the extent they are available for reasonable cost.

(b) **Exclusions.** Unless otherwise expressly provided in a Schedule, the Maintenance and Support Services shall not include: (i) after-hours labor or service calls as further described in Section 5(d); (ii) any items or work described in Section 3(a)(i) through (v); (iii) the cost of replacing any Equipment when it is not capable of repair or not feasible to repair (e.g. when the parts needed to repair are not available at a reasonable cost); or (iv) the cost of purchasing any Software updates, new releases or replacements needed to repair or resolve issue.

(c) **Regular Business Hours.** KB's Regular Business Hours are between the hours of 8:00 a.m. and 4:30 p.m. CST, Monday through Friday, excluding KB-recognized holidays.

(d) **After-Hours Support and Fees.** Telephone support is available outside Regular Business Hours through an answering service at (816) 842-3700. The Fees for remote or on-site assistance outside of KB's Regular Business Hours are not included in KB's annual maintenance fee and are Additional Services subject to additional Fees pursuant to Section 3(c).

(e) **Requests for Service Call.** Customer requests for support or service calls can be reported to: support@KentonBrothers.com. Customer requests for support outside of Regular Business Hours are available through an answering service at (816) 842-3700.

(f) **Non-KB Furnished Equipment.** Any Equipment not purchased by Customer from KB or not otherwise provided by KB that is to be covered by a Maintenance and Support Services Schedule shall be subject to inspection by KB to determine if it is in good operating condition. Any repairs or adjustments deemed necessary by KB to bring such Equipment up to good operating condition shall be made at Customer's expense with advance notice to Customer of the extent of the necessary repairs and estimated cost of repair (if repairs are to be made by KB). If Customer does not make such necessary repairs, then KB shall have no obligation to provide the Services related to such Equipment.

(g) **Manufacturer's Warranty.** Equipment and Software under manufacturer's warranty will be returned for repair or replacement in accordance to that third-party suppliers' returned material authorization policy.

(h) **Required KB Approvals.** Customer shall not perform any material repairs to the Equipment or Software without KB's prior approval and Customer shall not relocate, reinstall or modify any of the Equipment without KB's prior written approval. Nothing in the foregoing relieves Customer of responsibility for routine maintenance and the other obligations imposed in Section 8.(b).

(i) **Term.** The initial term of the Maintenance and Support Services shall commence on the date set forth in the applicable Maintenance and Support Services Schedule and shall continue for the period of months set forth in that Schedule. Thereafter, unless the Maintenance and Support Services Schedule otherwise expressly provides and unless either party gives written notice of non-renewal to the other party at least sixty (60) days prior to expiration of the then current term, the term of the Maintenance and Support Services shall automatically renew for the additional, consecutive periods specified in the Schedule.

and cure period, or (ii) is the subject of a voluntary or involuntary bankruptcy, reorganization or liquidation proceeding, is insolvent, makes a general assignment for the benefit of creditors or admits in writing its inability to pay debts when due.

(j) **Fees.** The annual Fee for Maintenance and Support Services during the initial term, for the Equipment specified in applicable Schedule, shall be the amount set forth in the Schedule. Fees for renewal terms are subject to change as provided in Section 7.(d). If Customer, with KB's approval, makes any additions, modifications or deletions to the Equipment listed in the Schedule, KB shall adjust the annual maintenance charge to reflect such changes. Any additional charges under Section 5.(d) shall be at KB's published rates in effect at the time that KB furnishes the additional services.

(k) **Payment.** Unless otherwise stated in the applicable Schedule, the annual Fee for Maintenance and Support Services shall be paid in equal monthly installments with each payment due in advance. KB shall invoice Customer for such amounts and payment shall be due monthly within fifteen (30) days of the invoice date. All other charges shall be invoiced following the work performed and due upon receipt.

## 6. REMOTE VIDEO EQUIPMENT AND/OR ACCESS SERVICE

(a) **90-Day Equipment Warranty.** If Customer purchases as new any Remote Video Equipment pursuant to a Schedule, KB warrants, for a period of ninety (90) days from the date of installation by KB or from the date of sale if system is self-installed by Customer, that the Remote Video Equipment shall be free from defects in material and workmanship and that the manufacturer firmware (embedded software accompanying the Remote Video Equipment) shall perform in substantial compliance with the specifications contained in the manufacturer's operating instructions. The conditions, limitation and other terms of this ninety (90) -day warranty are set forth in Section 12. Consistent with Section 12, KB disclaims all warranties, other than the warranty in this Section 6.(a).

(b) **Remote Video Server Access.** If and to the extent Customer purchases Remote Video Server Access pursuant to a Schedule, during the term of the Remote Video Access Service set forth in the Schedule, KB will provide Customer with access via the Internet to KB's remote video server which finds the IP address that Customer's closed circuit television ("CCTV") is using in order to enable Customer to view the CCTV cameras on any computer connected to high speed internet connection or any smart phone with Internet access capabilities. KB is responsible only for allowing access to its remote video server and will assign a unique passcode to Customer to enable such access. Customer is solely responsible for supplying all 110 Volt AC power, electrical outlets and receptacles, electric service, high speed Internet connection, high speed broadband cable or DSL and IP address at Customer's premises where the CCTV system is installed. KB has no responsibility or liability for the same. For purposes of clarity, KB is not responsible for Customer's access to the Internet or for any interruption of service or down time of KB's remote video server. Customer also is solely responsible for installing, assigning and maintaining the security of all passcodes Customer assigns to the end users Customer authorizes to view the CCTV cameras.

(c) **Term of Access.** The initial term of the Remote Video Server Access shall commence on the date set forth in the applicable Schedule and shall continue for the period of months set forth in that Schedule. Thereafter, unless the Schedule otherwise expressly provides and unless either party gives written notice of non-renewal to the other party at least sixty (60) days prior to expiration of the then current term, the term of the Remote Video Server Access shall automatically renew for the additional, consecutive periods specified in the Schedule.

(d) **Fees.** The annual Fee for Remote Video Server Access during the initial term shall be the amount set forth in the applicable Schedule. Fees for renewal terms are subject to change as provided in Section 7.(d).

(e) **Payment.** Unless otherwise stated in the applicable Schedule, the annual Access Fee shall be paid in equal monthly installments with each payment due in advance through credit card/bank authorization pursuant to Section 7.(b). In the event Customer fails to timely pay the monthly access charge KB shall be permitted to terminate Customer's access to KB's remote video server without notice.

## 7. FEES AND PAYMENT

(a) **Fees.** Customer shall pay KB the Fees in the amount, at the times and in the manner set forth in this Agreement or the applicable Schedule. KB may, in its sole discretion, require a down payment or payment in full prior to shipment of the Equipment/Software or performance of the Services. Unless otherwise stated in the applicable Schedule, the contract price (less any down payment previously paid) for Equipment, Software and Installation Services per the Schedule shall be paid within thirty (30) days after the date of invoice. The address for payment is 1718 Baltimore Ave., Kansas City, MO 64108 or such other address KB designates in writing. The stated Fees may not include any applicable taxes or duties, including without limitation, state and local use, sales and property taxes and duties. Customer is responsible for all taxes and duties incurred as a result of its subscription and use of or access to the Equipment, Software or Services (except



(b) Credit/Bank Card Authorizations. Customer acknowledges that KB's obligation to provide certain Services is conditioned upon Customer providing and maintaining a valid credit card or bank debit authorization with KB that permits KB to receive payment by automatically charging to Customer's credit card or automatically debiting to Customer's bank account all Fees payable under the applicable Schedule. Unless otherwise provided in a Schedule, such credit card or debit authorization method of payment applies to Fees for Remote Video Server Access and third-party monitoring. In the event of non-payment through this method for any reason, such non-payment shall constitute a breach by Customer. KB shall not be required to send invoices or bills for these Services.

(c) Remedies for Non-Payment. If Customer does not timely comply with KB's payment terms or shows evidence of changed financial condition, KB may declare Customer in breach, suspend further access to the Services and/or terminate this Agreement at KB's sole option and pursue any or all of the following additional remedies: (i) collect interest at the lower of the rate of 1.533% per month or the maximum interest rate allowed under applicable law on all invoices older than thirty (30) days; (ii) require additional security or changes in the payment terms conditions; (iii) accelerate payment and declare the entire remaining Fees immediately due and payable to KB including, without limitation, the balance of any Fee(s) for Maintenance and Support Services payable under the Maintenance and Support Services Schedule during the then current term or any Fees for Remote Video Server Access payable under the applicable Schedule during the then current term and/or (iv) any other remedies available at law or in equity.

(d) Reimbursement of Expenses. Unless otherwise noted in a Schedule, Customer shall reimburse KB for any reasonable out-of-pocket expenses actually incurred by KB relating to KB's performance of its obligations under this Agreement.

(e) Changes to Fees upon Renewal Term. Fees for renewal terms may be changed by KB upon ninety (90) days' advance written notice.

## 8. CUSTOMER OBLIGATIONS

(a) Space; Facilities; Access. Customer, at its own expense shall provide KB with (i) ready access to the Equipment and Software at all reasonable times as necessary to perform the Services together with Customer's server(s) and other information technology systems to the extent necessary to perform the Services; (ii) adequate work and storage space and utilities; (iii) all electrical current, electrical current outlets, circuits and wiring required by the Equipment (and Customer is responsible for any ground loop or surge issues); (iv) a clean operating environment at the installation site which does not exceed the rated temperature, humidity and operation specifications of the Equipment; and (v) access to the Customer's network via the Internet to allow remote IT system support of relevant Equipment and Software at all times, including adequate bandwidth.

(b) Customer's Information Technology Systems. Although KB may need access to Customer's servers and other information technology systems to perform the Services, Customer is solely responsible for maintaining and operating the IT system and assuring that the integration of security components hereunder do not alter the proper functioning of Customer's network and systems.

(c) Maintenance; Unauthorized Relocation or Repair. Customer shall perform routine maintenance on the Equipment, such as keeping the Equipment clean, secure, and in a proper environment, upgrading software, and any non-material equipment repair.

(d) Extraordinary Service Costs. If any specialized equipment is required to provide the Services to Customer (including, without limitation, special scaffolding or man-lift equipment), then Customer shall either provide such specialized equipment or reimburse KB for the cost of the rental or purchase of such specialized equipment. Such duty applies to all Services requiring specialized equipment, including, without limitation, Services included in Maintenance and Support Services.

## 9. THIRD PARTY CENTRAL OFFICE MONITORING

Customer acknowledges that no central office monitoring services are provided by KB to Customer pursuant to this Agreement. If requested by Customer and set forth in a Schedule, KB will contract directly with a third party monitoring company to provide central office monitoring services for Customer, and the Fee for such third-party monitoring will be set forth on the applicable Schedule. This third party arrangement is offered by KB solely as a convenience to Customer and Customer acknowledges that KB is not responsible for providing any monitoring services. Customer agrees that KB shall not be liable under any circumstances for any events arising out of or in any way related to the third party monitoring services, and KB expressly disclaims all liability associated with such central office monitoring services.

## 10. TERM; TERMINATION

(a) Term. This Agreement will commence on the Effective Date and remain in effect so long as the term of any Schedule remains in effect.

for any taxes levied upon KB's income).

without limitation, any party providing central office monitoring services to Customer. Customer on its behalf and any insurance carrier waives any right of subrogation Customer's insurance carrier may otherwise have against KB or KB's subcontractors arising out of this Agreement or the relation of the parties hereto.

(b) KB Not an Insurer. Customer understands that KB is not an insurer. Customer has sole responsibility to obtain insurance adequate to cover risks, losses, damages, injuries, death and other effects of burglary, fire, physical dangers or medical problems affecting Customer, Customer's family, and any other persons who may be in or near Customer's Location(s).

(b) Termination of a Schedule. Either party may terminate any Schedule(s) upon thirty (30) days prior written notice to the other party, in the event that the other party: (i) materially breaches any material provision of this Agreement or the Schedule and fails to cure such material breach within such thirty (30)-day notice. Additionally, KB may immediately suspend or terminate this Agreement upon written notice to Customer pursuant to Section 7.(c). Further, this Agreement shall automatically terminate in the event that loss or irreparable damage or destruction occurs which renders the Equipment permanently unfit for use.

(c) Effect of Termination. Upon the expiration or other termination of a Schedule for any reason, each party's rights and obligations under the Schedule shall automatically terminate except those rights and obligations that accrued prior to the effective termination date of the Schedule and those rights and obligations that by their nature or express terms continue after the effective termination date of the Schedule. If any Schedule is terminated for any reason, other than termination by Customer pursuant to Section 10.(b) due to KB's breach, KB shall be entitled to retain all prepaid Fees, to accelerate payment and declare the entire remaining Fees immediately due and payable to KB (including, without limitation, the balance of any Fee(s) for Maintenance and Support Services payable under the Maintenance and Support Services Schedule during the then current term or any Fees for Remote Video Server Access payable under the applicable Schedule during the then current term) and pursue any and all additional remedies available at law or in equity. Upon termination of the Agreement, if any of the Equipment is owned by KB, then Customer will reimburse KB for the cost of the removal charges of such Equipment.

## 11. RELATIONSHIP OF PARTIES

The relationship of KB and Customer established by this Agreement shall be solely that of independent contractors, and nothing herein shall create or imply any other relationship. Nothing in this Agreement shall be construed to give either party the power to direct or control the daily activities of the other party. KB shall have the right to determine the method, details, and means of providing and performing the Services. KB shall have the sole right to designate the appropriate personnel, subcontractors or service partners necessary to provide the Services to be performed under a Schedule. KB reserves the right to substitute personnel, subcontractors and service partners for any reason and in its own discretion. Customer agrees that KB shall not be liable for any loss or damage sustained by Customer caused by the negligence of any third parties, including subcontractors and service partners selected by KB to perform the Services.

## 12. LIMITED WARRANTIES; DISCLAIMER OF ALL OTHER WARRANTIES

(a) Limited Warranties. KB warrants the workmanship of all Services it performs under this Agreement for a period of thirty (30) days from the date the Services are performed. With respect to Remote Video Equipment sold new to Customer, KB makes the warranty set forth in Section 6.(a). With respect to all other Equipment sold new to Customer, KB warrants, for a period of one (1) year from the earliest of date of shipment, that the Equipment shall be free from defects in material and workmanship and that the manufacturer firmware (embedded software accompanying the Equipment) shall perform in substantial compliance with the specifications contained in the manufacturer's operating instructions] KB shall be the sole judge in determining whether the Services, Equipment or Software are/were defective. KB's sole obligation and Customer's exclusive remedies with respect to Services or Equipment KB determines to be defective during the warranty period shall be KB's obligation to re-perform the defective Services or to repair or replace the defective item (which selected option shall be determined by KB in its sole discretion). KB reserves the right to substitute materials of equal quality at time of replacement or to use reconditioned parts in fulfillment of this warranty. All remedies are expressly conditioned upon: (i) Customer advising KB of any defect, error or omission within ten (10) days after KB's performance of the Services in the case of defective Services, and within ten (10) days after KB's installation of the Equipment.





or, if installed by Customer, within ten (10) days from the date of sale of the Equipment, in the case sale of new Equipment; (ii) Customer sending written notice of defect to KB, by certified or registered mail/ return receipt requested in the event Customer complies with Section 12.(a)(i) and KB fails to re-perform the Services or to repair or replace the Equipment within thirty-six (36) hours after the date of the notice required in Section 12.(a)(i) excluding Saturdays, Sundays and legal holidays; (iii) Customer not repairing or altering the Equipment without KB's consent; and (iv) Customer complying with the operating instructions for the Equipment. In the event KB elects to repair any Equipment at its own site or to replace any Equipment, Customer shall pay the cost of disassembling and returning the allegedly defective Equipment and KB. The warranty does not include batteries, reprogramming, damage by lightning or electrical surge and does not cover any damage to material or equipment caused by accident, misuse, attempted or unauthorized repair service, modification, or improper installation by anyone other than KB. KB is not the manufacturer of the Equipment and, other than KB's limited warranty in this Section 12.(a), Customer agrees to look exclusively to the manufacturer of the equipment for repairs under its warranty coverage, if any. KB makes no warranties of any kind with respect to used or refurbished Equipment sold to Customer.

(b) **Disclaimer of All Other Warranties.** TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW AND EXCEPT AS OTHERWISE EXPRESSLY STATED IN THE APPLICABLE SCHEDULE, KB PROVIDES ALL EQUIPMENT, SOFTWARE AND SERVICES UNDER THIS AGREEMENT ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND. KB HEREBY DISCLAIMS ANY WARRANTIES, EXPRESS OR IMPLIED, RELATING TO THE EQUIPMENT, SOFTWARE OR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT, OR ANY WARRANTY, GUARANTEE, OR REPRESENTATION REGARDING THE USE OR THE RESULTS OF THE USE OF THE EQUIPMENT, SOFTWARE OR SERVICES KB MAKES NO REPRESENTATION OR WARRANTY THAT THE EQUIPMENT, SOFTWARE OR SERVICES WILL AVERT, DETER OR PREVENT ANY LOSS OR INJURY DUE TO BURGLARY, HOLD UP, FIRE OR OTHERWISE, OR THAT THE EQUIPMENT OR SERVICES WILL PROVIDE THE PROTECTION FOR WHICH THEY ARE INTENDED OR THAT THE SYSTEM OR ITS COMPONENTS ARE INCAPABLE OF HACKING, COMPROMISE OR CIRCUMVENTION. KB MAKES NO WARRANTY AND ASSUMES NO RESPONSIBILITY OR LIABILITY WITH REGARD TO ANY THIRD PARTY HARDWARE, EQUIPMENT OR SOFTWARE PROVIDED BY KB OR WITH WHICH THE SERVICES MAY BE REQUIRED OR DESIRED TO COMMUNICATE OR OPERATE. KB IS NOT RESPONSIBLE FOR ANY DEFECT CAUSED BY OR THAT OTHERWISE RESULTS FROM MODIFICATIONS, MISUSE OR DAMAGE TO THE SERVICES MADE, PERMITTED OR OTHERWISE CAUSED BY CUSTOMER IN WHOLE OR IN PART.

### 13. LIMITATION OF LIABILITY

KB shall have no liability for any delay in performing its obligations hereunder. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL KB BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTIES FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES WHATSOEVER, FOR ANY MATTER ARISING FROM OR RELATING TO THIS AGREEMENT, THE EQUIPMENT, THE SOFTWARE OR THE SERVICES, WHETHER CAUSED BY KB'S NEGLIGENCE, FAULT, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY OR OTHER CAUSE OR CAUSES WHATSOEVER AND EVEN IF KB WAS INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. SUCH INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOSS OF PROFITS, LOSS OF SAVINGS OR REVENUE, LOSS OF ANTICIPATED PROFITS, LABOR INEFFICIENCIES, IDLE EQUIPMENT, HOME OFFICE OVERHEAD, AND SIMILAR TYPES OF DAMAGES. IN THE EVENT THAT KB IS FOUND LIABLE FOR DIRECT DAMAGES, IN NO EVENT SHALL KB'S TOTAL LIABILITY FOR DIRECT DAMAGES EXCEED AN AMOUNT EQUAL TO THE TOTAL FEES PAID BY CUSTOMER FOR THE DEFECTIVE ITEM OR SERVICE UNDER THE APPLICABLE SCHEDULE WITHIN THE IMMEDIATELY PRECEDING TWELVE (12) -MONTH PERIOD. THE DISCLAIMER OF WARRANTIES IN SECTION 12 AND THE LIMITATION OF LIABILITY AND REMEDY IN THIS SECTION 13 ARE A REFLECTION OF THE RISKS ASSUMED BY THE PARTIES IN ORDER FOR KB TO PROVIDE AND FOR CUSTOMER TO OBTAIN ACCESS TO THE EQUIPMENT, SOFTWARE AND SERVICES FOR THE SPECIFIED FEES. CUSTOMER ACKNOWLEDGES THAT KB IS NOT THE MANUFACTURER OF ANY OF THE EQUIPMENT, AND CUSTOMER AGREES THAT KB SHALL HAVE NO LIABILITY RELATED TO ANY PRODUCT DEFECT RELATED TO THE EQUIPMENT OR

### 14. INDEMNIFICATION BY CUSTOMER

(a) **Indemnity.** Customer shall indemnify, defend and hold harmless KB and its officers, shareholders, directors, employees, agents and affiliates (each, a "KB Indemnified Party") from and against any and all damages, costs, liabilities, losses and expenses (including, but not limited to, reasonable attorneys' fees) resulting from any claim, suit, action, arbitration or proceeding brought or threatened by a third party against any KB Indemnified Party to the extent arising from or relating to: (a) the design, manufacture, installation or operation of any Equipment or Software or the performance / nonperformance of any Services pursuant to this Agreement; (b) any breach or alleged breach by Customer or its users of any of its representations, warranties, covenants or obligations hereunder or any actual or alleged act or failure to act by Customer; or (c) any of the services provided pursuant to this Agreement by a subcontractor or service partner of KB, including,

### 15. EXCULPATORY CLAUSE

KB and Customer agree that KB is not an insurer and no insurance coverage is offered herein. The Services performed by KB in connection with this Agreement are not designed to reduce any risks of loss to Customer and KB does not guarantee that no loss will occur. KB is not assuming liability, and, therefore shall not be liable to Customer for any loss, personal injury, data corruption or inability to view or retrieve data, or property damage sustained by Customer as a result of burglary, theft, hold-up, fire, equipment failure, smoke, or any other cause, whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by KB's negligent performance, failure to perform any obligation or strict products liability. Customer releases KB from any claims for contribution, indemnity or subrogation.

### 16. CONFIDENTIAL INFORMATION

(a) **Confidential Information.** Customer acknowledges that during the course of this Agreement, KB may disclose certain confidential information to Customer, including, without limitation, information concerning the business, technology, products, services, financial information, pricing, proposals, customers, prospective customers, referral sources, know-how, procedures, inventions, object or source code, databases, research, programs, designs, concepts, methodologies and strategies of KB ("Confidential Information"). The Customer shall maintain the secrecy of all such Confidential Information disclosed to it pursuant to this Agreement. Customer shall not use, disclose or otherwise exploit any Confidential Information for any purpose not specifically authorized pursuant to this Agreement; provided that, Customer may produce information in compliance with any law, court or administrative order. Customer shall give KB reasonable notice under the circumstances and to the extent permitted by law that such Confidential Information is being sought by a third party so as to afford KB the opportunity to limit or prevent such disclosure. All files, lists, records, documents, drawings, documentation, end-user materials, specifications, equipment and computer programs that incorporate or refer to any Confidential Information shall be returned, deleted or destroyed by the Customer promptly upon termination or expiration of this Agreement.

(b) **Remedies.** Customer agrees that a breach of Section 13(a) will cause KB irreparable injury and damage. The parties expressly agree that KB shall be entitled to injunctive and other equitable relief to prevent such a breach, in addition to any other remedy to which KB might be entitled. The parties waive the posting of any bond or surety prior to the issuance of an injunction hereunder. In the event a court refuses to honor the waiver of bond hereunder, the parties expressly agree to a bond in the amount of \$100.00. All remedies for such a breach shall be cumulative and the pursuit of one remedy shall not be deemed to exclude any other remedy with respect to the subject matter hereof.

### 17. NOTICE TO OWNER

FAILURE OF KB TO PAY THOSE PERSONS SUPPLYING MATERIALS OR SERVICES TO COMPLETE THIS AGREEMENT CAN RESULT IN THE FILING OF THE MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT HEREOF PURSUANT TO CHAPTER 429, RSMO. TO AVOID THIS RESULT YOU MAY ASK KB FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS AGREEMENT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.

### 18. ARBITRATION OF DISPUTES

(a) **Arbitration.** Except as provided in Section 18.(c) below, the parties agree that all claims, disputes or controversies between KB and Customer which arise out of or relate to this Agreement, or the breach thereof, shall be submitted to and resolved by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules (including its Emergency Rules) then in effect and judgment on the award rendered by the arbitrator(s) may be entered in any





**SOFTWARE EXCEPT AS EXPRESSLY PROVIDED IN SECTION 6.(a) WITH RESPECT TO REMOTE VIDEO SERVER EQUIPMENT.**

court having jurisdiction thereof. Any demand for arbitration must be filed promptly and within a reasonable time after a claim, dispute or controversy has arisen and in no event later than one (1) year after the cause of action accrued.

(b) Place. The parties agree the place of arbitration shall be in Kansas City, Missouri.

(c) Exclusions. Regardless of any contrary provision contained in this Agreement, claims by KB against Customer collecting overdue amounts not disputed by Customer shall not be subject to the provisions of this Section 18. And, regardless of any contrary provision contained in this Agreement, claims, disputes and controversies arising out of actions or claims filed or asserted by third parties on account of personal injury or death of a person, loss or damage to property shall not be subject to the provisions of this Section 18.

**19. ATTORNEYS FEES AND COSTS**

Should either party be required to institute any arbitration, lawsuit, action or proceeding to enforce any of its rights set forth in this Agreement (including any Schedule), then the prevailing party in any such lawsuit, action or proceeding shall be entitled to reimbursement from the non-prevailing party for all reasonable attorneys' fees and costs incurred in such arbitration, lawsuit, action or proceeding.

**20. GENERAL PROVISIONS**

(a) No-Hire. Without the prior written consent of KB, Customer will not offer employment, consulting or other arrangement to any of KB's employees until the earlier of one (1) year after termination of this Agreement or one (1) year after such employee leaves the employment of KB.

(b) Entire Agreement; Amendment. This Agreement, including the Schedules, constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements, both oral and written, with respect to the subject matter hereof. Except as otherwise provided herein, no amendment or modification of this Agreement or any Schedule shall be effective unless in writing and signed by both parties. No use of trade, course of prior dealings between the parties or other regular practice or method of dealing between the parties shall be used to modify, interpret, supplement or alter in any manner the terms of this Agreement.

(c) Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. This Agreement may be delivered by facsimile or scanned email transmission.

(d) Severability. If any term or provision of this Agreement shall be held to be invalid, illegal or unenforceable, the remaining terms and provisions of this Agreement shall remain in full force and effect, and such invalid, illegal or unenforceable term or provision shall be deemed not to be part of this Agreement.

(e) Governing Law; Venue. This Agreement shall be governed by and construed, interpreted, and enforced in accordance with the laws of the State of Missouri, without reference to its conflicts or choice of law principles. The parties agree that the sole and exclusive jurisdiction and venue for any and all disputes arising under this Agreement that are not subject to arbitration pursuant to Section 18 (including, without limitation, actions to enforce a binding decision of the arbitrator) shall be in any trial court located in or having jurisdiction over Jackson County, Missouri. Each of the parties hereby irrevocably submits and consents to personal jurisdiction in the State of Missouri.

(f) Notices. Any notice required hereunder shall be delivered by hand, by courier service, or by certified mail (return receipt requested, postage prepaid) to the address provided by the party to be notified. Either party may change the referenced addresses and contact information by written notice to the other in accordance with this Section. Notices shall be effective: (i) as of the date personally delivered if by hand or (ii) for notices sent by certified mail, five (5) business days after the postmark date, or (iii) upon receipt if sent by courier service such as Federal Express, U.P.S., or DHL. Notices also may be delivered by electronic means (including, without limitation, via email) and notices so delivered shall be effective upon actual receipt of the electronic transmission.

(g) Waiver. Except as specifically provided in a written waiver signed by a duly authorized representative of the party seeking enforcement, the failure to enforce or the waiver of any term of this Agreement shall not constitute the waiver of such term at any time or in any circumstances and shall not give rise to any restriction on

or condition to the prompt, full and strict enforcement of the terms of this Agreement.

(h) Assignment and Benefit. Neither party may assign this Agreement without the prior written consent of the other party; provided, however, that KB may assign this Agreement in connection with the sale, merger or disposition of KB, the Services or any of its related business operations. This Agreement shall be binding upon and shall inure to the benefit of Customer and KB and their successors and permitted assigns, subject to the other provisions of this section.

(i) Delays in Performance or Shipment. KB shall exercise reasonable efforts to perform all Services on the proposed or scheduled dates, but KB makes no guarantees as to dates. KB shall be further excused from any delay or failure in its performance hereunder caused by any disruption or slow speed of the Internet, break-downs of security or introduction of computer viruses (and the like) by third parties, any labor dispute, government requirement, act of God, or any other cause beyond its reasonable control. If through no fault of KB delivery is delayed, Customer shall pay to KB any additional costs it incurs as a result of such delay.

(j) Third Parties. Nothing in this Agreement, express or implied, shall create or confer upon any person or entity not a named party to this Agreement any legal or equitable rights, remedies, liabilities or claims with respect to this Agreement and nothing in this Agreement or any Schedule shall give any third party any claim or cause of action against KB.



**SECTION VI**  
**R**

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.

**WHEREAS**, in a concurrent ordinance presented to Council this date, the contract with Kenton Brothers Locksmith, Inc. provides for terms and condition for upgrading the door access security locks for Fire Stations No. 1 and No. 2; and

**WHEREAS**, this upgrade is necessary for effective and safe operations of the Fire Department; and

**WHEREAS**, the budget implications of this safety and facility improvement on the current budget is a net increase of thirty-seven thousand, three hundred and seventy seven dollars (\$37,377) allocated from the Rainy Day fund.

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

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

DECREASE the balance by \$ 37,377 (whole dollars) of Expenditure line item, # 010-1000-4009000 , named Rainy day.

INCREASE the balance by \$ 37,377 (whole dollars) of Expenditure line item, # 01-44004957300 , named General fund capital outlay improvements.

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

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

READ FOR THE FIRST TIME: March 8, 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