



**CITY OF BELTON
CITY COUNCIL
REGULAR MEETING
TUESDAY, NOVEMBER 22, 2016 – 7:00 P.M.
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 November 8, 2016, City Council regular meeting.

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- B. Motion approving the October 2016 Municipal Police Judge’s Report.

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- V. PERSONAL APPEARANCES
- VI. ORDINANCES

- A. Motion approving final reading of Bill No. 2010-92:
APPROVING AND DESIGNATING REDEVELOPMENT PROJECT 4 OF THE Y
HIGHWAY MARKET PLACE TAX INCREMENT FINANCING
REDEVELOPMENT PLAN AS A REDEVELOPMENT PROJECT AND
ADOPTING TAX INCREMENT FINANCING THEREIN.

First reading was approved December 14, 2010

Page 29 Pass Fail

- B. Motion approving final reading of Bill No. 2016-112:
AN ORDINANCE APPROVING A PUBLIC SERVICE AGREEMENT WITH OATS, INC.

Pass Fail

- C. Motion approving first reading of Bill No. 2016-116:
AN ORDINANCE EXTENDING AND AMENDING THE FARM LEASE AGREEMENT WITH DANNY CHEVALIER TO CONTINUE LEASING THE CITY PROPERTY ADJACENT TO MARKEY ROAD FOR PLANTING, CULTIVATING AND HARVESTING AGRICULTURAL CROPS.

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- D. Motion approving first reading of Bill No. 2016-117:
AN ORDINANCE AUTHORIZING AND APPROVING A CLINICAL AGREEMENT BETWEEN THE JUNIOR COLLEGE DISTRICT OF METROPOLITAN KANSAS CITY, MISSOURI, AKA METROPOLITAN COMMUNITY COLLEGE, AND CITY OF BELTON, THROUGH ITS FIRE DEPARTMENT, TO PROVIDE PROTOCOLS AND REQUIREMENTS DIRECTING THE EMERGENCY MEDICAL TECHNICIAN AND PARAMEDIC STUDENT CLINICAL EDUCATION EXPERIENCE.

Page 49 Pass Fail

- E. Motion approving both readings of Bill No. 2016-118:
AN ORDINANCE AUTHORIZING THE CITY OF BELTON, MISSOURI TO APPROVE THE AGREEMENT WITH LAN-TEL COMMUNICATIONS AND UNDERGROUND SERVICES, INC. TO CONNECT A FIBER CABLE AT THE POLICE STATION.

Page 62 Pass Fail

- F. Motion approving first reading of Bill No. 2016-119:
AN ORDINANCE OF THE CITY OF BELTON, MISSOURI, CALLING FOR AND ESTABLISHING THE DATE OF THE GENERAL CITY ELECTION FOR MUNICIPAL OFFICERS TO BE HELD ON APRIL 4, 2017.

Filing for Mayor, Police Chief, and the unexpired term of Ward 1 Councilman opens Tuesday, December 13, 2016, at 8:00 am and closes Tuesday, January 17, 2017.

Page 74 Pass Fail

G. Motion approving first reading of Bill No. 2016-120:

AN ORDINANCE OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING THE CONSTRUCTION ENGINEERING CONTRACT WITH WILSON & COMPANY, INC., ENGINEERS & ARCHITECTS FOR CONSTRUCTION RELATED SERVICES FOR THE 155TH STREET WIDENING PROJECT IN THE NOT-TO-EXCEED AMOUNT OF \$44,000.

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H. Motion approving first reading of Bill No. 2016-121:

AN ORDINANCE OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING THE CONSTRUCTION ENGINEERING CONTRACT WITH TERRACON CONSULTANTS, INC. FOR CONSTRUCTION RELATED SERVICES FOR THE 155TH STREET WIDENING PROJECT IN THE NOT-TO-EXCEED AMOUNT OF 40,000.

Page 103 Pass Fail

- VII. RESOLUTIONS
- VIII. CITY COUNCIL LIAISON REPORTS
- IX. MAYOR'S COMMUNICATIONS
- X. CITY MANAGER'S REPORT
- XI. MOTIONS
- XII. OTHER BUSINESS
- XIII. ADJOURN

SECTION IV

A

**MINUTES OF THE
BELTON CITY COUNCIL
REGULAR MEETING
NOVEMBER 8, 2016
CITY HALL ANNEX
520 IN STREET, BELTON, MISSOURI**

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

Councilman Lathrop led the Pledge of Allegiance to the Flag.

Councilmembers present: Mayor Jeff Davis, Councilmen Ryan Finn, Jeff Fletcher, Gary Lathrop, Bob Newell, Lorrie Peek, Tim Savage and Chet Trutzel. Absent: Councilman Dean VanWinkle. Mayor Davis said Councilman VanWinkle is absent because his son just got back from being deployed in Afghanistan. Also present Ron Trivitt, City Manager; Megan McGuire, City Attorney; and Patti Ledford, City Clerk.

CONSENT AGENDA:

Councilman Lathrop moved to approve the consent agenda consisting of a motion approving the **the minutes of the October 11, 2016, City Council public hearing and regular meeting and October 18, 2016, City Council Special meeting; a motion approving the September 2016 Municipal Police Judge's Report; a motion approving software improvements from SHI for the Police Department; and a motion approving the purchase of vehicle accessories and installation for new Police patrol cars.** Councilman Trutzel seconded. All present voted in favor. Councilman VanWinkle absent. Consent agenda approved.

ORDINANCES:

Patti Ledford, City Clerk, gave the final reading of Bill No. 2016-103: **AN ORDINANCE AUTHORIZING AND APPROVING AN ADDITIONAL STATEMENT OF WORK TO THE ORIGINAL BLUEPRINCE AGREEMENT TO INTEGRATE "BLUEPRINCE PAYPAL" INTO THE EXISTING COMMUNITY DEVELOPMENT SOFTWARE CONTRACTOR BUNDLE.** Presented by Councilman Savage, seconded by Councilman Trutzel. The Council was polled and the following vote recorded: Ayes: 8, Mayor Davis, Councilmen Savage, Newell, Peek, Fletcher, Finn, Lathrop, and Trutzel; Noes: None; Absent: 1, Councilman VanWinkle. Bill No. 2016-103 was declared passed and in full force and effect as Ordinance No. 2016-4271, subject to Mayoral veto.

Ms. Ledford gave the final reading of Bill No. 2016-104: **AN ORDINANCE APPROVING CONTINUED PARTICIPATION IN THE PUBLIC AUCTION SERVICES PROGRAM PARTNERSHIP WITH MID-AMERICA REGIONAL COUNCIL/KANSAS CITY REGIONAL PURCHASING COOPERATIVE UNDER THE TERMS AND CONDITION OF A YEARLY CONTRACT FOR AUCTION SERVICES AWARDED TO AFFILIATED AUCTIONEERS, LLC.** Presented by Councilman Newell, seconded by Councilman Finn. The Council was polled and the following vote recorded: Ayes: 8, Councilmen Newell, Finn, Trutzel, Mayor Davis, Councilman Lathrop, Fletcher, Peek, and Savage; Noes: None; Absent: 1, Councilman VanWinkle. Bill No. 2016-104 was declared passed and in full force and effect as Ordinance No. 2016-4272, subject to Mayoral veto.

Ms. Ledford gave the final reading of Bill No. 2016-106: **AN ORDINANCE OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING AN AGREEMENT AWARD TO PYRAMID EXCAVATION & CONSTRUCTION, INC. FOR THE 155TH STREET SANITARY SEWER EXTENSION PROJECT IN THE NOT-TO-EXCEED AMOUNT OF \$239,087.** Presented by Councilman Trutzel, seconded by Councilman Finn. The Council was polled and the following vote recorded: Ayes: 8, Mayor Davis, Councilmen Trutzel, Savage, Lathrop, Newell, Fletcher, Finn, and Peek; Noes: None; Absent: 1, Councilman VanWinkle. Bill No. 2016-106 was declared passed and in full force and effect as Ordinance No. 2016-4273, subject to Mayoral veto.

Ms. Ledford gave the final reading of Bill No. 2016-107: **AN ORDINANCE AUTHORIZING AND APPROVING THE RE-APPROPRIATION AND REVISION OF THE CITY OF BELTON FISCAL YEAR 2017 ADOPTED CITY BUDGET IN THE SEWER IMPACT FEE FUND (460) TO INCREASE THE EXPENDITURE LINE ITEM FOR THE 155TH STREET SANITARY SEWER PROJECT IN THE AMOUNT OF THE \$39,087.** Presented by Councilman Lathrop, seconded by Councilman Peek. The Council was polled and the following vote recorded: Ayes: 8, Councilmen Peek, Savage, Mayor Davis, Councilmen Newell, Finn, Fletcher, Trutzel and Lathrop; Noes: None; Absent: 1, Councilman VanWinkle. Bill No. 2016-107 was declared passed and in full force and effect as Ordinance No. 2016-4274, subject to Mayoral veto.

Ms. Ledford gave the final reading of Bill No. 2016-108: **AN ORDINANCE AUTHORIZING AND APPROVING AMENDMENTS TO APPENDIX B, TABLE 4. – SPEED ZONES OF THE CODE OF ORDINANCES OF THE CITY OF BELTON, MISSOURI DESIGNATING SPEED LIMIT ON TOWNE CENTER DRIVE FROM MARKEY PARKWAY TO STATE HIGHWAY 58.** Presented by Councilman Finn, seconded by Councilman Newell. The Council was polled and the following vote recorded: Ayes: 8, Councilmen Finn, Peek, Lathrop, Mayor Davis, Councilmen Trutzel, Fletcher, Newell, and Savage; Noes: None; Absent: 1, Councilman VanWinkle. Bill No. 2016-108 was declared passed and in full force and effect as Ordinance No. 2016-4275, subject to Mayoral veto.

Ms. Ledford gave the final reading of Bill No. 2016-109: **AN ORDINANCE AUTHORIZING AND APPROVING AMENDING APPENDIX B, TABLE 4. – SPEED ZONES OF THE CODE OF ORDINANCES OF THE CITY OF BELTON, MISSOURI DESIGNATING SPEED LIMITS ON PECULIAR DRIVE FROM STATE HIGHWAY 58 TO CUNNINGHAM INDUSTRIAL PARKWAY AND PECULIAR DRIVE FROM CUNNINGHAM INDUSTRIAL PARKWAY TO NORTH CASS PARKWAY.** Presented by Councilman Trutzel, seconded by Councilman Peek. The Council was polled and the following vote recorded: Ayes: 8, Mayor Davis, Councilmen Savage, Peek, Newell, Finn, Fletcher, Lathrop, and Trutzel; Noes: None; Absent: 1, Councilman VanWinkle. Bill No. 2016-109 was declared passed and in full force and effect as Ordinance No. 2016-4276, subject to Mayoral veto.

Ms. Ledford gave the final reading of Bill No. 2016-110: **AN ORDINANCE OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING AN ON-CALL PUMP REPAIR AND SERVICE AGREEMENT WITH 1) COGENT, INC. (LEE MATHEWS/FLUID EQUIPMENT), 2) JCI INDUSTRIES, INC., AND 3) FTC EQUIPMENT, LLC, FOR A TERM OF ONE (1) YEAR WITH THE OPTION OF UP TO FOUR (4) ADDITIONAL ONE (1) YEAR RENEWALS AS ADVERTISED AND AWARDED BY THE CITY OF KANSAS CITY, MISSOURI.** Presented by Councilman

Lathrop, seconded by Councilman Trutzel. The Council was polled and the following vote recorded: Ayes: 8, Mayor Davis, Councilmen Savage, Peek, Newell, Finn, Fletcher, Lathrop, and Trutzel; Noes: None; Absent: 1, Councilman VanWinkle. Bill No. 2016-110 was declared passed and in full force and effect as Ordinance No. 2016-4277, subject to Mayoral veto.

Ms. Ledford gave the final reading of Bill No. 2016-111: **AN ORDINANCE OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION SIDEWALK AND BIKE BOX IMPROVEMENTS AGREEMENT FOR THE STP 3356 (403) BELTON NEXUS TRAIL PROJECT.** Presented by Councilman Finn, seconded by Councilman Peek. The Council was polled and the following vote recorded: Ayes: 8, Councilmen Newell, Trutzel, Finn, Mayor Davis, Councilmen Lathrop, Fletcher, Peek, and Savage; Noes: None; Absent: 1, Councilman VanWinkle. Bill No. 2016-110 was declared passed and in full force and effect as Ordinance No. 2016-4278, subject to Mayoral veto.

Ms. Ledford read Bill No. 2016-112: **AN ORDINANCE APPROVING A PUBLIC SERVICE AGREEMENT WITH OATS, INC.** Presented by Councilman Trutzel, seconded by Councilman Peek. Vote on the first reading was recorded with all voting in favor. Councilman VanWinkle absent. First reading passed.

Ms. Ledford read Bill No. 2016-113: **AN ORDINANCE APPROVING THE 2017 INTERGOVERNMENTAL AGREEMENT WITH THE MID-AMERICA REGIONAL COUNCIL SOLID WASTE MANAGEMENT DISTRICT RELATING TO THE REGIONAL HOUSEHOLD HAZARDOUS WASTE PROGRAM.** Presented by Councilman Savage, seconded by Councilman Trutzel. All voted in favor. Councilman VanWinkle absent. **Councilman Lathrop moved to hear the final reading.** Councilman Newell seconded. All present voted in favor. The final reading was read. Presented by Councilman Lathrop, seconded by Councilman Peek. The Council was polled and the following vote recorded: Ayes: 8, Councilmen Finn, Trutzel, Savage, Lathrop, Newell, Fletcher, Peek, and Mayor Davis; Noes: None; Absent: 1, Councilman VanWinkle. Bill No. 2016-113 was declared passed and in full force and effect as Ordinance No. 2016-4279, subject to Mayoral veto.

Ms. Ledford read Bill No. 2016-114: **AN ORDINANCE AUTHORIZING AND APPROVING A NETWORK SERVICES-SERVICE SUPPORT AGREEMENT (S&A) BETWEEN THE CITY OF BELTON AND C & C GROUP TO PROVIDE MAINTENANCE AND SERVICE TO THE FIRE DEPARTMENT'S PHONE SYSTEM.** Presented by Councilman Newell, seconded by Councilman Peek. Vote on the first reading was recorded with all present voting in favor. Councilman VanWinkle absent. **Councilman Lathrop moved to hear the final reading.** Councilman Trutzel seconded. All present voted in favor. The final reading was read. Presented by Councilman Newell, seconded by Councilman Peek. The Council was polled and the following vote recorded; Ayes: 8, Councilmen Newell, Finn, Trutzel, Mayor Davis, Councilmen Lathrop, Fletcher, Peek, and Savage; Noes: None; Absent: 1, Councilman VanWinkle. Bill No. 2016-114 was declared passed and in full force and effect as Ordinance No. 2016-4280, subject to Mayoral veto.

Ms. Ledford read Bill No. 2016-115: **AN ORDINANCE OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING RIGHT OF ENTRY AND SEWER CONNECTION TERMS AND CONDITIONS TO PROPERTY OUTSIDE BELTON, MISSOURI CITY LIMITS FOR BUILDING PERMITS IN REGARDS TO SEWER CONNECTIONS FOR PROPERTIES DESCRIBED AS LOTS 14 AND 15, BROOKWOOD, LOTS 1-19, A SUBDIVISION IN CASS COUNTY, MISSOURI.**

Presented by Councilman Lathrop, seconded by Councilman Trutzel. Councilman Trutzel asked if these lots are they touching city limits. Zach Matteo, Interim Public Works Director, said they are outside the city limits almost near treatment plant. Councilman Lathrop had a couple of questions pertaining to the maintenance and the City Attorney answered those questions. There was more discussion about the property not being inside the city limits and Megan McGuire, City Attorney, said this is more of a public health issue. There are two new homes on lots and instead of septic you have opportunity to connect to public sewer. With the Department of Natural Resources and for public health reasons, when you have this opportunity it is preferred to hook on to public sewer. It is not in the flood plain but the interceptor is. The outside billing rate is about 25% more than those residents inside the city limits. Vote on the first reading was recorded will all voting in favor. Councilman VanWinkle absent. **Councilman Lathrop moved to hear the final reading.** Councilman Peek seconded. All voted in favor. The final reading was read. Presented by Councilman Trutzel, seconded by Councilman Newell. The Council was polled and the following vote recorded; Ayes: 8, Mayor Davis, Councilmen Trutzel, Savage, Lathrop, Newell, Fletcher, Finn, and Peek; Noes: None; Absent: 1, Councilman VanWinkle. Bill No. 2016-115 was declared passed and in full force and effect as Ordinance No. 2016-4281, subject to Mayoral veto.

MAYOR'S COMMUNICATIONS:

Mayor Davis asked when the Council will have a report on the trash. Ron Trivitt, City Manager, said hopefully that will be ready to go out next month.

Mayor Davis said the Veteran's Day parade was last Saturday. He along with Councilmen Newell and Fletcher had a float and were in the parade.

The Chamber of Commerce holiday extravaganza was a huge success. Diane Huckshorn and the Chamber of Commerce did a great job.

The Mayor's Christmas tree lighting will be November 28. It has been a tradition for Council members to make a donation towards the purchase of items to be raffled off.

On a sad note, Tom Gudenkauf, Unique Label, passed away and his wake is tomorrow night at Cullen Funeral Home and the funeral is Thursday.

CITY MANAGER'S REPORT:

Mr. Trivitt said the two people assigned to the solid waste trash contractor issue are no longer with the city. In the last couple of weeks he assigned new people to it. He feels certain we will get it out and to the Council to decide in plenty of time to meet the deadline.

Staff is involved in budget meetings this week and will be working on budget intently the next couple of months.

Councilman Savage said the Council has talked about putting the trash issue to the vote of the people and asked that it be discussed at the next work session. The discussion that came out of the public works committee meeting was to put it to the vote of the people.

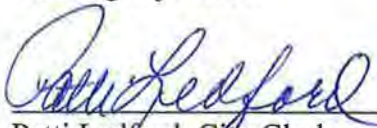
OTHER BUSINESS:

Jay Leipzig, Economic Development Director, reported that the Planning Commission approved the final plat for Kneaders and a commercial multi-tenant site off of Markey Road. Plans are underway putting in infrastructure. Brewbakers, located in the Cedar Tree Shopping Center, is trying to open by next week and if not next week it will be in the very near future.

Mayor Davis asked Police Chief Person for data on accident trends on 58 Highway. Chief Person said the majority of accidents are rear-end and cross-over accidents caused by inattention and congestion. We have reached the maximum saturation. He asked Zach Matteo, Interim Public Works Director, if there is anything the Missouri Department of Transportation (MODOT) can do and is it their responsibility. Mr. Matteo said staff did an access management study and there is a hand full of projects that could help alleviate the congestion. Some are in the Capital Improvement Project (CIP) and should be evaluated. Mayor Davis asked when Council will get the CIP. Mr. Matteo said next Tuesday. There was continued discussion to explore options/funding to help alleviate some of the traffic on 58 Highway/I-49 corridor and Mayor Davis asked that this item be placed on work session for discussion. Chief Person said he is as much concerned with the pedestrian traffic on 58 Highway.

At 7:39 P.M., Councilman Lathrop moved to enter Executive Session to discuss matters pertaining to the hiring, firing, disciplining or promotion of personnel, according to Missouri Statute 610.021.3, and that the record be closed. Councilman Peek seconded. The following vote was recorded; Ayes: 8, Mayor Davis, Councilmen Savage, Peek, Newell, Finn, Fletcher, and Trutzel; Noes: None; Absent: 1, Councilman VanWinkle.

The Council returned from Executive Session at 8:02 P.M. Being no further business, Councilman Lathrop moved to adjourn, Councilman Peek seconded. All present voted in favor. Meeting adjourned.


Patti Ledford, City Clerk

Jeff Davis, Mayor

SECTION IV

B

**DOCKET REPRESENTS A TRUE AND ACCURATE COPY
OF COURT PROCEEDINGS HELD**

COURT DATES: 10/5/16; 10/12/16; 10/19/16; 10/26/16



MUNICIPAL JUDGE **11/2/16**
DATE

**IN ACCORDANCE WITH COURT OPERATING RULE 4.29
THE ATTACHED MUNICIPAL DIVISION SUMMARY
REPORT FOR MONTH OF OCTOBER 2016 WAS
PRESENTED AND REVIEWED BY CITY COUNCIL AS
REQUIRED**

CITY CLERK **DATE**



Payment Plan Reports

Belton

Wednesday, November 2, 2016 12:14 PM

collected

Payment Detail Listing From 10/01/2016 - 10/31/2016

PP#	Defendant Name	Trans. Date	Trans. Number	Receipt #	Citation#-Viol.	Amount Paid
PP0000012	SULLIVAN, BETTY JANE	10/12/2016	416711	R00033415	121162599-1	\$10.00
PP0000012 Totals:						\$10.00
PP0000285	DAVIS, STELLA M	10/31/2016	417890	R00033779	140789816-1	\$13.00
		10/31/2016	417890	R00033779	140789814-1	\$22.00
PP0000285 Totals:						\$35.00
PP0000393	LIGGINS, CARTEZ DEVON	10/24/2016	417468	R00033635	081133733-1	\$23.00
		10/24/2016	417468	R00033635	081133734-1	\$27.00
PP0000393 Totals:						\$50.00
PP0000412	SELLNER, DEREK MICHAEL	10/21/2016	417394	R00033610	140792586-1	\$20.00
PP0000412 Totals:						\$20.00
PP0000431	BREITWEISER, ANGELIC MARIE	10/23/2016	417427	R00033627	121165493-1	\$20.00
PP0000431 Totals:						\$20.00
PP0000505	LAWRIE, MATTHEW T III	10/17/2016	417163	R00033555	140791613-1	\$50.00
PP0000505 Totals:						\$50.00
PP0000523	HUGGINS, BRANDON LEE	10/03/2016	416077	R00033211	140790774-1	\$50.00
PP0000523 Totals:						\$50.00
PP0000631	BROWN, ANGELICA J	10/26/2016	417613	R00033700	140796145-1	\$37.00
		10/26/2016	417613	R00033700	140794082-1	\$38.00
* PP0000631 Totals:						\$75.00
PP0000646	BRESHEARS, JO LINDA	10/11/2016	416676		140793869-1	\$50.00
PP0000646 Totals:						\$50.00
PP0000660	GAUG, JAMES LEE	10/06/2016	416447	R00033309	140794828-1	\$40.00
PP0000660 Totals:						\$40.00
PP0000679	KATES, SHAWNA R	10/13/2016	416953	R00033496	140794097-1	\$50.00
PP0000679 Totals:						\$50.00
PP0000718	MIERMASTER, STEVEN E	10/03/2016	416020	R00033152	140796711-1	\$71.00
PP0000718 Totals:						\$71.00
PP0000726	BRUNNER, JESSICA D	10/12/2016	416875	R00033477	140790334-1	\$5.00
		10/12/2016	416875	R00033477	140795648-1	\$15.00
PP0000726 Totals:						\$20.00
PP0000729	JONES, DASMOND R	10/27/2016	417676	R00033709	140796528-1	\$50.00
PP0000729 Totals:						\$50.00
PP0000737	MCCOY, GAGE ALLAN	10/10/2016	416646		140791743-1	\$40.00
		10/11/2016	416674	R00033395	140791743-1	\$40.00
PP0000737 Totals:						\$80.00
PP0000738	KEITH, CYNTHIA DENISE	10/05/2016	416235	R00033253	121165022-1	\$32.00
		10/05/2016	416235	R00033253	121165021-1	\$18.00
PP0000738 Totals:						\$50.00
PP0000756	DOWNS, AYANNA SAMAYÁ	10/07/2016	416483		140796335-1	\$50.00
		10/07/2016	416484		140796335-1	\$150.00
* PP0000756 Totals:						\$200.00
PP0000765	JANUARY, DAVID SHANE	10/05/2016	416340	R00033299	140792123-1	\$25.00
PP0000765 Totals:						\$25.00
PP0000775	SHIFFER, WILLIAM M	10/05/2016	416237	R00033255	140794385-1	\$25.00
PP0000775 Totals:						\$25.00
PP0000835	FISHER, BRANDIE ALISHA	10/01/2016	415941		140797908-1	\$25.00
PP0000835 Totals:						\$25.00

* Indicates an overpayment was made on the Payment Plan

PP0000855	MACKEY, JENNIFER MARIE	10/24/2016	417485	R00033652	140796928-1	\$113.00
		10/24/2016	417485	R00033652	140798180-1	\$38.00
PP0000855 Totals:						\$151.00
PP0000865	SHIELDS, RHAMAN D'ANDRE	10/04/2016	416126	R00033241	140798270-1	\$25.00
PP0000865 Totals:						\$25.00
PP0000866	MURAR, MAURA ANNE	10/12/2016	416707	R00033411	140792233-1	\$101.00
* PP0000866 Totals:						\$101.00
PP0000894	THEESFELD, TAMMY RENEE	10/11/2016	416668	R00033390	140797997-1	\$64.50
PP0000894 Totals:						\$64.50
PP0000895	BARRERA, ERIN LENNETTE	10/25/2016	417545	R00033670	140798317-1	\$37.00
PP0000895 Totals:						\$37.00
PP0000896	TURNER, ANGELA J	10/05/2016	416268		140796776-1	\$50.00
PP0000896 Totals:						\$50.00
PP0000899	GILMORE, MELANIE K	10/03/2016	416028	R00033160	140799664-1	\$20.00
PP0000899 Totals:						\$20.00
PP0000904	LEWIS, CARLTON J	10/19/2016	417242	R00033583	140799195-1	\$100.00
PP0000904 Totals:						\$100.00
PP0000911	BRESHEARS, JO LINDA	10/03/2016	416080	R00033210	140799946-1	\$50.00
		10/03/2016	416080	R00033210	140799947-1	\$225.00
* PP0000911 Totals:						\$275.00
PP0000914	IVY, MICHAEL ALLEN	10/07/2016	416461	R00033314	140795051-1	\$100.00
PP0000914 Totals:						\$100.00
PP0000915	DANIELS, LACRESHA CHRISHON	10/26/2016	417606	R00033697	140797342-1	\$93.00
		10/26/2016	417606	R00033697	140797343-1	\$76.50
PP0000915 Totals:						\$169.50
PP0000917	DUKES, DUSTIN WESLEY	10/13/2016	416983	R00033499	140792277-1	\$175.00
* PP0000917 Totals:						\$175.00
PP0000924	ATCHISON, CHEYENNE RENEE	10/28/2016	417741	R00033727	140799611-1	\$100.00
PP0000924 Totals:						\$100.00
PP0000926	JONES, TAJALA RENA	10/10/2016	416635	R00033378	140796436-1	\$50.00
PP0000926 Totals:						\$50.00
PP0000933	WALTERS, CHERYL DEAN	10/05/2016	416279	R00033281	140799637-1	\$15.00
		10/05/2016	416279	R00033281	140799638-1	\$15.00
		10/10/2016	416626	R00033376	140799638-1	\$50.00
PP0000933 Totals:						\$80.00
PP0000947	GOLDSTON, GENE LAMONT	10/04/2016	416113	R00033229	140799791-1	\$25.00
		10/04/2016	416114	R00033230	140799791-1	\$25.00
* PP0000947 Totals:						\$50.00
PP0000953	DECK, JO MARIE	10/06/2016	416457	R00033310	140797292-1	\$113.00
		10/06/2016	416457	R00033310	140797293-1	\$25.00
PP0000953 Totals:						\$138.00
PP0000956	BROWN, JACLYN MAE	10/01/2016	415943		140801034-1	\$25.00
PP0000956 Totals:						\$25.00
PP0000958	DIPASQUALE, NATHANAEL CLAY	10/14/2016	416985		140789494-1	\$5.00
		10/14/2016	416985		140789495-1	\$45.00
PP0000958 Totals:						\$50.00
PP0000961	ULMO, NATHANIEL JARED	10/03/2016	416061	R00033202	140799777-1	\$37.00
		10/03/2016	416061	R00033202	140792196-1	\$13.00
PP0000961 Totals:						\$50.00
PP0000968	CONNELY, RICHARD STEPHEN	10/17/2016	417123	R00033533	140795915-1	\$25.00
PP0000968 Totals:						\$25.00
PP0000973	BROWN, KESHA RENEE	10/03/2016	416033	R00033174	140791426-1	\$10.00
PP0000973 Totals:						\$10.00
PP0000976	MOORE, JOSHUA ALEN	10/07/2016	416518	R00033354	140793886-1	\$50.00
PP0000976 Totals:						\$50.00
PP0000985	CASTO, LESLEY ANN	10/12/2016	416795	R00033446	140798366-1	\$3.00
PP0000985 Totals:						\$3.00

* Indicates an overpayment was made on the Payment Plan

PP0000995	TYLER, JENNIFER LEE	10/15/2016	417057	R00033532	140801120-1	\$40.00
PP0000995 Totals:						\$40.00
PP0000999	WEAVER, JESSICA LYNNE	10/03/2016	416085		140796152-1	\$75.00
		10/03/2016	416085		140796151-1	\$25.00
PP0000999 Totals:						\$100.00
PP0001003	WASHINGTON, SYLVESTER B	10/07/2016	416496	R00033331	140800068-1	\$30.00
		10/31/2016	417886	R00033775	140800068-1	\$30.00
PP0001003 Totals:						\$60.00
PP0001011	HARP, ANNE FAITH	10/03/2016	416082		140796499-1	\$40.00
PP0001011 Totals:						\$40.00
PP0001016	AULT, JUSTIN AARON	10/24/2016	417483	R00033650	140792353-1	\$20.00
PP0001016 Totals:						\$20.00
PP0001023	EVERETT, JOSEPH DALTON	10/24/2016	417486	R00033653	140796484-1	\$10.00
PP0001023 Totals:						\$10.00
PP0001024	JOHNSON, BRIAN KEITH	10/14/2016	417016	R00033510	140796307-1	\$10.00
PP0001024 Totals:						\$10.00
PP0001032	YOUNG, ANDREW COREY	10/26/2016	417594	R00033688	140799666-1	\$100.00
PP0001032 Totals:						\$100.00
PP0001037	POTTER, MELISSA L	10/13/2016	416984	R00033500	140795987-1	\$23.00
* PP0001037 Totals:						\$23.00
PP0001040	HAYES, AMANDA BETH	10/25/2016	417518	R00033654	140798636-1	\$20.00
PP0001040 Totals:						\$20.00
PP0001050	RHODES, BRITTANY NICOLE	10/03/2016	416079	R00033213	140799917-1	\$100.00
PP0001050 Totals:						\$100.00
PP0001053	OGLETREE, KARRA RENAE	10/07/2016	416479		140802217-1	\$63.00
PP0001053 Totals:						\$63.00
PP0001055	ESTRADA, YENIS V	10/06/2016	416446		140800610-1	\$37.00
PP0001055 Totals:						\$37.00
PP0001057	YARNELL, JUDY ELDEAN	10/27/2016	417678	R00033710	140802155-1	\$75.00
* PP0001057 Totals:						\$75.00
PP0001059	LOONEY, HAILEE ALEXIS	10/05/2016	416270	R00033273	140800626-1	\$50.00
PP0001059 Totals:						\$50.00
PP0001060	SMITH, BLAKE ERICK	10/14/2016	417048		140802183-1	\$150.00
PP0001060 Totals:						\$150.00
PP0001065	HASSELL, RITA JEAN	10/26/2016	417590	R00033684	140800630-1	\$15.00
PP0001065 Totals:						\$15.00
PP0001066	ROJAS, MICHELLE MARIE	10/24/2016	417429	R00033629	140792283-1	\$50.00
PP0001066 Totals:						\$50.00
PP0001068	PARKER, REBECKA MICHEL	10/05/2016	416347	R00033300	140799322-1	\$57.00
		10/05/2016	416347	R00033300	140799830-1	\$3.00
		10/26/2016	417628	R00033705	140799323-1	\$20.00
PP0001068 Totals:						\$80.00
PP0001069	DAVIS, ROBERT EUGENE	10/24/2016	417478	R00033644	140800004-1	\$50.00
PP0001069 Totals:						\$50.00
PP0001077	CANTU, CHRISTOPHER ALEXANDER	10/28/2016	417779	R00033730	140799348-1	\$40.00
PP0001077 Totals:						\$40.00
PP0001086	BELL, KENNETH E III	10/17/2016	417133	R00033542	140795947-1	\$63.00
* PP0001086 Totals:						\$63.00
PP0001087	KNOX, WELTON ROLLY JR	10/03/2016	416081	R00033214	140802586-1	\$50.00
PP0001087 Totals:						\$50.00
PP0001089	HANTAK, KATE E	10/07/2016	416516	R00033350	140795996-1	\$40.00
PP0001089 Totals:						\$40.00
PP0001090	WATERS, CRYSTAL JUNE	10/03/2016	416017	R00033149	140797226-1	\$175.00
		10/03/2016	416017	R00033149	140797199-1	\$125.00
		10/07/2016	416519	R00033355	140797226-1	\$50.00
* PP0001090 Totals:						\$350.00

* Indicates an overpayment was made on the Payment Plan

PP0001095	SCALA, BRITTANY SUEANN	10/05/2016	416238	R00033256	121162157-1	\$58.00
PP0001095 Totals:						\$58.00
PP0001098	RABOURN, AMANDA DAWN	10/05/2016	416243	R00033265	140801197-1	\$95.00
PP0001098 Totals:						\$95.00
PP0001104	PRATER, RACHEL LEE	10/05/2016	416257	R00033270	140804059-1	\$40.00
PP0001104 Totals:						\$40.00
PP0001106	PHILLIPS, ROBERTA L	10/21/2016	417397	R00033614	140799975-1	\$50.00
PP0001106 Totals:						\$50.00
PP0001112	SMITH, APRIL KAITLYN	10/14/2016	417038	R00033522	140802191-1	\$75.00
PP0001112 Totals:						\$75.00
PP0001115	LOUTHAN, DANA MARIE	10/09/2016	416520		140802716-1	\$19.00
		10/09/2016	416520		140798307-1	\$81.00
PP0001115 Totals:						\$100.00
PP0001117	GREEN, KARON D	10/18/2016	417172	R00033563	140798458-1	\$20.00
PP0001117 Totals:						\$20.00
PP0001121	HUTCHISON, TANNA LOUISE	10/24/2016	417477	R00033643	140802054-1	\$25.00
PP0001121 Totals:						\$25.00
PP0001122	ESPINOZA-HARWOOD, TERRI L	10/03/2016	416016		140790544-1	\$20.00
PP0001122 Totals:						\$20.00
PP0001123	GOMEZ, BRIAR L	10/14/2016	417018		140804099-1	\$50.00
PP0001123 Totals:						\$50.00
PP0001127	BUTTERS, REVA WILLIAM JR	10/19/2016	417225	R00033574	140801559-1	\$75.00
		10/19/2016	417225	R00033574	140801558-1	\$75.00
PP0001127 Totals:						\$150.00
PP0001130	HOLLOWAY, SHERYL ANN	10/05/2016	416236	R00033254	140796018-1	\$41.00
		10/05/2016	416236	R00033254	140796017-1	\$6.00
		10/19/2016	417218	R00033573	140796018-1	\$47.00
		10/31/2016	417863	R00033746	140796018-1	\$50.00
* PP0001130 Totals:						\$144.00
PP0001131	TAYLOR, VICTOR E JR	10/10/2016	416631		140799996-1	\$13.00
		10/10/2016	416631		140799997-1	\$37.00
PP0001131 Totals:						\$50.00
PP0001133	ABERNATHEY, ANDREW S	10/21/2016	417422	R00033622	140802551-1	\$100.00
PP0001133 Totals:						\$100.00
PP0001137	BISHOP, LANCE T	10/10/2016	416641	R00033381	140795734-1	\$50.00
		10/14/2016	417047	R00033524	140795734-1	\$63.00
		10/14/2016	417047	R00033524	140795736-1	\$250.00
PP0001137 Totals:						\$363.00
PP0001138	JONES, LAWRENCE E JR	10/14/2016	417049	R00033526	140796316-1	\$75.00
PP0001138 Totals:						\$75.00
PP0001139	GRANT, JQUAN R	10/11/2016	416648		140802635-1	\$123.00
		10/11/2016	416648		140802634-1	\$38.00
PP0001139 Totals:						\$161.00
PP0001140	BEARCE, ISABELLE REBECCA	10/17/2016	417132	R00033541	140798739-1	\$100.00
PP0001140 Totals:						\$100.00
PP0001142	ROGERS, ANTHONY WAYNE JR	10/03/2016	416023	R00033155	140795164-1	\$100.00
PP0001142 Totals:						\$100.00
PP0001143	YARBER, DAVID ANDREW	10/10/2016	416643	R00033382	140801285-1	\$60.00
PP0001143 Totals:						\$60.00
PP0001146	ELMORE, KIMSEY ANN	10/03/2016	415954		140798792-1	\$50.00
		10/11/2016	416682		140798792-1	\$25.00
PP0001146 Totals:						\$75.00
PP0001147	CHRISTMAN, RHIANON R	10/12/2016	416690	R00033409	140802629-1	\$50.00
PP0001147 Totals:						\$50.00
PP0001148	BRUCKER, SHAWN RYAN	10/03/2016	416034	R00033179	140797497-1	\$30.00
PP0001148 Totals:						\$30.00

* Indicates an overpayment was made on the Payment Plan

PP0001150	WINER, DUSTIN JAMES	10/12/2016	416793	R00033445	140802162-1	\$25.00
PP0001150 Totals:						\$25.00
PP0001152	BUCKLES, MICHAEL P	10/05/2016	416242	R00033264	140793925-1	\$34.00
PP0001152 Totals:						\$34.00
PP0001154	MCCALL, SA-DARE ELONETAE S	10/05/2016	416275	R00033277	140802237-1	\$30.00
PP0001154 Totals:						\$30.00
PP0001155	KING, ANGELA M	10/06/2016	416430	R00033307	140802696-1	\$50.00
		10/21/2016	417393	R00033609	140802696-1	\$13.00
		10/21/2016	417393	R00033609	140802697-1	\$37.00
PP0001155 Totals:						\$100.00
PP0001158	SMITH, JEREMY JARON	10/05/2016	416281		140799427-1	\$200.00
		10/20/2016	417313	R00033599	140799428-1	\$200.00
PP0001158 Totals:						\$400.00
PP0001159	EDMONDS, MASON KYLE	10/04/2016	416118	R00033233	140796501-1	\$68.00
		10/04/2016	416118	R00033233	140799182-1	\$32.00
		10/12/2016	416792	R00033443	140799182-1	\$100.00
PP0001159 Totals:						\$200.00
PP0001160	WEATHERSPOON, DOUGLAS	10/03/2016	416035	R00033180	140798520-1	\$133.00
PP0001160 Totals:						\$133.00
PP0001162	HARRIS-WILLIAMS, LISA MICHELLE	10/14/2016	417017		140801184-1	\$38.00
PP0001162 Totals:						\$38.00
PP0001164	COTTER, JEFFREY LYNN	10/27/2016	417681	R00033712	140802138-1	\$50.00
PP0001164 Totals:						\$50.00
PP0001166	MITCHELL, CLYDE EDMOND JR	10/14/2016	417012	R00033506	140793364-1	\$25.00
PP0001166 Totals:						\$25.00
PP0001167	MULLER, MICHAEL SCOTT	10/28/2016	417708	R00033717	140799094-1	\$100.00
PP0001167 Totals:						\$100.00
PP0001169	DRAKE, CIERRA SHYANNE	10/25/2016	417548	R00033673	140801143-1	\$133.00
PP0001169 Totals:						\$133.00
PP0001171	HALL, KAYLA ARLEAN	10/13/2016	416956	R00033497	140802372-1	\$40.00
PP0001171 Totals:						\$40.00
PP0001178	TOLBERT, LEAH BRISHAY	10/20/2016	417366	R00033602	140799557-1	\$25.00
PP0001178 Totals:						\$25.00
PP0001179	EDWARDS, JONATHAN	10/21/2016	417413	R00033620	140798335-1	\$50.00
PP0001179 Totals:						\$50.00
PP0001181	JONES, MARQUISE TREVON	10/10/2016	416642	R00033380	140801177-1	\$50.00
PP0001181 Totals:						\$50.00
PP0001182	JACKSON, ANASTASIA LORRIANE	10/24/2016	417466	R00033630	140801100-1	\$50.00
PP0001182 Totals:						\$50.00
PP0001183	RAY, BILLIE JOE 2ND	10/07/2016	416481	R00033318	140801192-1	\$25.00
		10/17/2016	417134	R00033543	140801192-1	\$24.00
		10/25/2016	417547	R00033672	140801192-1	\$40.00
PP0001183 Totals:						\$89.00
PP0001184	LOYD, LISA M	10/18/2016	417195	R00033569	140789207-1	\$60.00
PP0001184 Totals:						\$60.00
PP0001185	EVANS, CHERRELL LEA	10/20/2016	417371	R00033604	140803152-1	\$42.00
PP0001185 Totals:						\$42.00
PP0001192	MUDER, HOLLYANNE RENEE	10/05/2016	416273	R00033275	140803542-1	\$65.00
PP0001192 Totals:						\$65.00
PP0001193	SWISHER, TRACY NICOLE	10/07/2016	416503	R00033337	140802588-1	\$50.00
		10/21/2016	417399	R00033616	140802588-1	\$50.00
PP0001193 Totals:						\$100.00
PP0001194	ARNOLD, AMANDA DAWN	10/07/2016	416486		140802679-1	\$50.00
PP0001194 Totals:						\$50.00
PP0001195	MAYO, JOSHUA KENDRICK	10/26/2016	417621	R00033703	140799528-1	\$25.00
PP0001195 Totals:						\$25.00

* Indicates an overpayment was made on the Payment Plan

PP0001196	THOMPSON, DYMON D	10/14/2016	417011	R00033505	140799859-1	\$40.00
* PP0001196 Totals:						\$40.00
PP0001197	KELLY, WILLIAM EDWARD II	10/07/2016	416482	R00033319	140803558-1	\$64.00
		10/21/2016	417396	R00033613	140803558-1	\$63.00
PP0001197 Totals:						\$127.00
PP0001198	HANKS, JOSEPH SAMUEL	10/12/2016	416815	R00033453	140798818-1	\$137.00
PP0001198 Totals:						\$137.00
PP0001199	CASTLE, BRENDA LEE	10/14/2016	417054		140802319-1	\$75.00
		10/19/2016	417230	R00033579	140802319-1	\$38.00
		10/19/2016	417230	R00033579	140802320-1	\$225.00
* PP0001199 Totals:						\$338.00
PP0001202	BARNES, ANGEL ROSHALLE	10/21/2016	417392	R00033608	140801272-1	\$50.00
PP0001202 Totals:						\$50.00
PP0001205	MERRITT, MATHEW JAMES	10/14/2016	417029	R00033516	140803095-1	\$50.00
PP0001205 Totals:						\$50.00
PP0001207	TYLER, SAMANTHA C	10/23/2016	417425	R00033625	140799357-1	\$175.00
PP0001207 Totals:						\$175.00
PP0001210	HOUP, RYAN PATRICK JR	10/12/2016	416858	R00033471	140803128-1	\$60.00
PP0001210 Totals:						\$60.00
PP0001211	SHOEMAKER, BREANNA NICHOLE	10/12/2016	416859	R00033470	140802519-1	\$50.00
PP0001211 Totals:						\$50.00
PP0001212	JACKSON, TERRANCE STEVEN	10/26/2016	417579	R00033677	140801564-1	\$100.00
PP0001212 Totals:						\$100.00
PP0001213	MCCRACKIN, RILEY SETH	10/12/2016	416882	R00033479	140802808-1	\$50.00
PP0001213 Totals:						\$50.00
PP0001215	JUAREZ-HERNANDEZ, NALLELY	10/12/2016	416899	R00033482	140802738-1	\$50.00
PP0001215 Totals:						\$50.00
PP0001221	MORMAN, RICHARD WILLIAM-	10/28/2016	417756	R00033728	140799290-1	\$25.00
PP0001221 Totals:						\$25.00
PP0001230	COONCE, EDWARD L	10/31/2016	417859	R00033742	140801290-1	\$225.00
PP0001230 Totals:						\$225.00
PP0001233	HARRIS, MARION S	10/29/2016	417786	R00033737	140803640-1	\$74.00
PP0001233 Totals:						\$74.00
PP0001245	BOLTON, RAHN NMI	10/31/2016	417888	R00033777	140798793-1	\$100.00
PP0001245 Totals:						\$100.00

Report Totals

\$10,087.00

* Indicates an overpayment was made on the Payment Plan



My Filed Or Closed Cases Listing

Belton

11/2/2016 2:03:13 PM

Totals For Filed Date From 10/01/2016 To 10/31/2016

Posted Fee Totals For Posted Date From 10/01/2016 To 10/31/2016

Violations By Filed Date

City Ordinance	173
IPMC CODE	1
MOVING TRAFFIC	340
Traffic	118
Total Violations Filed:	632

Violations Completed-Paid Fines By Filed Date

CL-CLOSED FOUND GUILTY

MOVING TRAFFIC	156
Traffic	85

CL	241
Total Violations Completed-Paid Fines:	241

Violations Completed-Before Judge By Filed Date

CL-CLOSED FOUND GUILTY

City Ordinance	64
IPMC CODE	1
MOVING TRAFFIC	67
Traffic	160
UNIFIED DEVELOPMENT CODE	2

CL	294
----	-----

D\$-DISMISSED SC PP RECALCULATED/PAID

City Ordinance	27
D\$	27

DC-Dismissed by Complainant



My Filed Or Closed Cases Listing

Belton

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Totals For Filed Date From 10/01/2016 To 10/31/2016

Posted Fee Totals For Posted Date From 10/01/2016 To 10/31/2016

Violations Completed-Before Judge By Filed Date

City Ordinance 9

DC 9

DI-CLOSED BY SIS

MOVING TRAFFIC 4

DI 4

DJ-Dismissed by Judge

City Ordinance 1

DJ 1

DP-Dismissed by Prosecutor

19 City Ordinance 11

MOVING TRAFFIC 28

Traffic 8

UNIFIED DEVELOPMENT CODE 3

DP 50

DW-DISMISSED NO WITNESS

City Ordinance 3

DW 3

DX-FOUND NOT GUILTY AT TRIAL

City Ordinance 1

MOVING TRAFFIC 58

Traffic 2

DX 61

Total Violations Completed-Before Judge: 449



My Filed Or Closed Cases Listing

Belton

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Totals For Filed Date From 10/01/2016 To 10/31/2016

Posted Fee Totals For Posted Date From 10/01/2016 To 10/31/2016

Violations Completed-Other By Filed Date

DO-DISMISSED BY OFFICER

City Ordinance	3	
IPMC CODE	1	
MOVING TRAFFIC	7	
DO		11

DS-DISMISSED STATE CHARGES

MOVING TRAFFIC	1	
DS		1

VD-Voided Docket

20	City Ordinance	1	
	VD		1

Total Violations Completed-Paid Fines: 13

Total Violations Completed-Paid Fines:	241
Total Violations Completed-Before Judge:	449
Total Violations Completed-Before Jury:	0
Total Violations Completed-Before Teen Court:	0
Total Violations Completed-Other:	13
Total Violations Completed:	703
Total Violations Filed:	632
Net Difference Filed - Completed:	-71

Warrants Issued

City Ordinance	92
IPMC CODE	1



My Filed Or Closed Cases Listing

Belton

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Totals For Filed Date From 10/01/2016 To 10/31/2016

Posted Fee Totals For Posted Date From 10/01/2016 To 10/31/2016

MOVING TRAFFIC	122		
Parking	1		
Traffic	49		
UNUSED	2		
Total Warrants Issued:	267	Total Violations:	267

Warrants Cleared

City Ordinance	74		
IPMC CODE	2		
MOVING TRAFFIC	95		
Parking	1		
Traffic	38		
UNUSED	1		
Total Warrants Cleared:	211	Total Violations:	211

Total Warrants Issued:	267
Total Warrants Cleared:	211
Net Difference:	56

Violations Completed-Other Paid By Filed Date AJ-SUSPENDED IMPOSITION OF SENTEN

MOVING TRAFFIC	3		
AJ		3	

CD-Completion date for school(s)

MOVING TRAFFIC	8		
CD		8	



My Filed Or Closed Cases Listing

Belton

11/2/2016 2:03:13 PM

Totals For Filed Date From 10/01/2016 To 10/31/2016

Posted Fee Totals For Posted Date From 10/01/2016 To 10/31/2016

Violations Completed-Other Paid By Filed Date

CL-CLOSED FOUND GUILTY

MOVING TRAFFIC	1	
Traffic	2	
CL		3

CN-Continued Arraignment

City Ordinance	1	
CN		1

PP-Payment plan

City Ordinance	9	
MOVING TRAFFIC	44	
Traffic	14	
UNUSED	1	
PP		68

PV-PROBATION VIOLATION ISSUED

City Ordinance	2	
Traffic	1	
PV		3

Total Violations Completed-Other Paid:	86	
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My Filed Or Closed Cases Listing

Belton

11/2/2016 2:03:13 PM

Posted Fee Totals For Posted Date From 10/01/2016 To 10/31/2016

Fee Code	Fee Description	Paid
BF (84)	BOND FORFEITURE	\$2,012.00
CC (76)	COURT COSTS	\$5,371.99
CN (CA)	COURT NOTIFICATION AUTOMATION	\$962.13
CVC2 (74)	CRIME VICTIMS CITY	\$182.41
CVS2 (CV)	CRIME VICTIMS STATE	\$3,618.93
DM (82)	DOMESTIC VIOLENCE	\$987.00
DWI (77)	DWI RECOVERY COST	\$822.06
FINE (76)	FINE	\$62,511.92
ILFC (83)	ILF- CITY	\$543.00
IS (IS)	INMATE SECURITY FUND	\$987.82
RST (RS)	RESTITUTION	\$100.00
RTNCK (CRF)	RETURN CHECK FEE	\$20.00
SR (SR)	SHERIFF RETIREMENT	\$1,522.69
TFC (78)	TRAINING FUND CITY	\$985.00
TFS (81)	TRAINING FUND STATE	\$507.55

23

2.00 COPIES
40.00 CASH LONG

Report Totals:

\$81,134.50

\$81,176.50

MUNICIPAL DIVISION SUMMARY REPORTING FORM

Refer to instructions for directions and term definitions. Complete a report each month even if there has not been any court activity.

I. COURT INFORMATION		Contact information same as last report <input checked="" type="checkbox"/>	
Municipality:	Belton	Reporting Period: 10/2016	
Mailing Address: 7001 E. 163rd St. Belton 64012		Software Vendor: Tyler Technologies	
Physical Address: 7001 E. 163rd St. Belton 64012		County: CASS COUNTY	Circuit: 17
Telephone Number: (816) 331-2798		Fax Number: (816) 348-4439	
Prepared by: Laura Ellis	E-mail Address: beltoncourts@beltonpd.org		iNotes <input checked="" type="checkbox"/>
Municipal Judge(s) CHARLES C. CURRY		Prosecuting Attorney: WILLIAM N. MARSHALL III	
II. MONTHLY CASELOAD INFORMATION		Alcohol and Drug Related Traffic	Other Traffic
A. cases (citations / informations) pending at start of month		110	3,272
B. cases (citations / informations) filed		7	431
C. cases (citations / informations) disposed			
1. jury trial (Springfield, Jefferson County, and St. Louis County only)			
2. court / bench trial - GUILTY		0	4
3. court / bench trial - NOT GUILTY		0	60
4. plea of GUILTY in court		11	213
5. Violations Bureau Citations (i.e., written plea of guilty) and bond forfeitures by court order (as payment of fines / costs)		0	234
6. dismissed by court		0	0
7. <i>nolle prosequi</i>		2	42
8. certified for jury trial (not heard in the Municipal Division)		0	0
9. TOTAL CASE DISPOSITIONS		13	553
D. cases (citations / informations) pending at end of month [pending caseload = (A + B) – C9]		104	3,150
E. Trial de Novo and / or appeal applications filed		0	0
III. WARRANT INFORMATION (Pre and Post Disposition)		IV. PARKING TICKETS	
1. # issued during reporting period	267	# issued during period	0
2. # served/withdrawn during reporting period	214	<input checked="" type="checkbox"/> Court staff does not process parking tickets	
3. # outstanding at end of reporting period	1,937		

MUNICIPAL DIVISION SUMMARY REPORTING FORM

COURT INFORMATION	Municipality: Belton	Reporting Period: 10/2016
--------------------------	----------------------	---------------------------

V. DISBURSEMENTS			
Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)		Other Disbursements cont.	
Fines - Excess Revenue	\$47,083.50		
Clerk Fee - Excess Revenue	\$4,631.52		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$142.82		
Bond forfeitures (paid to city) - Excess Revenue	\$765.00		
Total Excess Revenue	\$52,622.84		
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)			
Fines - Other	\$16,390.55		
Clerk Fee - Other	\$1,283.47		
Judicial Education Fund (JEF)			
<input checked="" type="checkbox"/> Court does not retain funds for JEF	\$0.00		
Peace officer Standards and Training (POST) Commission surcharge	\$507.55		
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$3,618.93		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$39.59		
Law Enforcement Training (LET) Fund surcharge	\$985.00		
Domestic Violence Shelter surcharge	\$987.00		
Inmate Prisoner Detainee Security Fund surcharge	\$987.82		
Sheriffs' Retirement Fund (SRF) surcharge	\$1,522.69		
Restitution	\$100.00		
Parking ticket revenue (including penalties)	\$0.00		
Bond forfeitures (paid to city) - Other	\$1,247.00		
Total Revenue Other	\$27,669.60		
Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs, witness fees, and board bill/jail costs.		Total Other Disbursements	\$842.06
		Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$81,134.50
RETURN CHECK FEE - Excess Revenue	\$20.00	Bond Refunds	\$0.00
DWI RECOVERY COST	\$822.06	Total Disbursements	\$81,134.50

.....

BELTON MUNICIPAL COURT
7001 E 163RD ST
BELTON, MO 64012
816-331-2798 phone
816-331-3179 fax

FAX transmittal

To: STATISTICS SECTION **Fax:** 573-526-0338

From: Laura Ellis **Date:** 11/2/2016

Re: MUN DIV REPORTING FORM **Pages:** 3 INCL THIS PAGE

CC:

Urgent For Review Please Comment Please Reply Please Recycle

ATTACHED IS THE OCT 2016 MUNICIPAL DIVISION REPORTING FORM FOR THE PERIOD OCTOBER 1, 2016 THROUGH OCTOBER 31, 2016 FOR THE BELTON MUNICIPAL COURT.

IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT THE COURT OFFICE AT (816)331-2798

**THANK YOU,
LAURA ELLIS**

MEMORY TRANSMISSION REPORT

TIME : 11-02-'16 12:40
FAX NO.1 : 816-331-3179
NAME : Belton Mun. Court

FILE NO. : 991
DATE : 11.02 12:39
TO : OSCA STATE RPT
DOCUMENT PAGES : 3
START TIME : 11.02 12:39
END TIME : 11.02 12:40
PAGES SENT : 3
STATUS : OK

*** SUCCESSFUL TX NOTICE ***

BELTON MUNICIPAL COURT
7001 E 163RD ST
BELTON, MO 64012
816-331-2798 phone
816-331-3179 fax

To:	STATISTICS SECTION	Fax:	573-526-0338
From:	Laura Ellis	Date:	11/2/2016
Re:	MUN DIV REPORTING FORM	Pages:	3 INCL THIS PAGE
CC:			
<input type="checkbox"/> Urgent <input type="checkbox"/> For Review <input type="checkbox"/> Please Comment <input type="checkbox"/> Please Reply <input type="checkbox"/> Please Recycle			

ATTACHED IS THE OCT 2016 MUNICIPAL DIVISION REPORTING FORM FOR THE PERIOD OCTOBER 1, 2016 THROUGH OCTOBER 31, 2016 FOR THE BELTON MUNICIPAL COURT.

IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT THE COURT OFFICE AT (816)331-2798

**THANK YOU,
LAURA ELLIS**

SECTION VI

A

APPROVING AND DESIGNATING REDEVELOPMENT PROJECT 4 OF THE Y HIGHWAY MARKET PLACE TAX INCREMENT FINANCING REDEVELOPMENT PLAN AS A REDEVELOPMENT PROJECT AND ADOPTING TAX INCREMENT FINANCING THEREIN.

WHEREAS, on December 14, 2010, the City Council of the City of Belton Missouri ("City Council") passed Ordinance No. 2010-3672 (the "Ordinance"), which approved the Y Highway Market Place Tax Increment Financing Redevelopment Plan (the "Plan") and designated the Redevelopment Area described therein as a blighted area pursuant to the provisions of the Real Property Tax Increment Allocation Redevelopment Act, R.S.Mo. §§ 99.800 to 99.865 ("Act"); and

WHEREAS, the Plan and Ordinance contemplate the implementation of the Plan through five Redevelopment Projects ("Redevelopment Project 1", "Redevelopment Project 2", "Redevelopment Project 3", "Redevelopment Project 4" and "Redevelopment Project 5"; referred to collectively as the "Redevelopment Projects") and the adoption of tax increment financing in the areas selected for such Redevelopment Projects; and

WHEREAS, the City desires to activate tax increment allocation financing for Redevelopment Project 4.

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

SECTION 1. All terms used in this ordinance not otherwise defined herein shall be construed as defined in the Redevelopment Agreement between the City of Belton (the "City"), Caymus Real Estate, LLC and Crossroads at Belton, LLC for the implementation of the Plan's Redevelopment Projects (the "Agreement"), as appropriate.

SECTION 2. The area selected for Redevelopment Project 4 is legally described as follows:

All that part of the SW¹/₄ of Section 12, Township 46, Range 33 in the City of Belton, Cass County, Missouri, all more particularly described as follows: Commencing at the Southeast corner of the SW¹/₄ of said Section 12; thence N 85° 52' 06" W, along the South line of the SW¹/₄ of said Section 12, a distance of 523.72 feet; thence N 2° 44' 34" E, a distance of 76.11 feet (75.93 feet, platted) to a point on the Northerly right-of-way line of Missouri State Highway No. 58, as now established, said point also being the Southeast corner of the ingress/egress easement of said CREST PLAZA, said point also being on the West line of BRADFORD PLACE, a subdivision of land in the City of Belton, Cass County, Missouri; thence continuing N 2° 44' 34" W, along the West line of BRADFORD PLACE and along the West line of BRADFORD PLACE, SECOND PLAT, a subdivision of land in the City of Belton, Cass County, Missouri, a distance of 1,103.60 feet; thence Westerly and Northwesterly along a curve to the right having a radius of 230 feet, a central angle of 26° 33' 15", a distance of 106.60 feet, to a point of tangency; thence N 60° 42' 11" W, a distance

of 133.98 feet, to a point of curvature; thence Northwesterly and Westerly along a curve to the left having a radius of 160 feet, a central angle of 25° 09' 54", a distance of 70.27 feet, to a point of tangency; thence N 85° 52' 06" W, a distance of 216.68 feet, to the true point of beginning of subject tract; thence S 2° 37' 40" W, a distance of 255.30 feet; thence N 87° 22' 11" W, a distance of 176.38 feet, to a point on the Easterly right-of-way line of Missouri State Route "Y", as now established; thence N 5° 36' 18" E, along the Easterly right-of-way line of said Missouri State Route "Y", a distance of 58.60 feet; thence N 2° 44' 33" E, along the Easterly right-of-way line of said Missouri State Route "Y", a distance of 160 feet; thence N 47° 44' 33" E, a distance of 57.05 feet; thence S 85° 52' 06" E, a distance of 132.64 feet, to the true point of beginning of subject tract. (To be platted as Lot 5, Crest Plaza Second Plat.)

and is approved and designated as a Redevelopment Project Area (the "Redevelopment Project Area 4"). Redevelopment Project Area 4 includes only those parcels of real property and improvements thereon which will be directly and substantially benefited by the Redevelopment Project improvements therein.

SECTION 3. Tax increment allocation financing is hereby adopted for taxable real property in Redevelopment Project Area 4. After the total equalized assessed valuation of the taxable real estate property in Redevelopment Project Area 4 exceeds the certified total initial equalized assessed valuation of the taxable real property in Redevelopment Project Area 4, the ad valorem taxes, and payment in lieu of taxes, if any, arising from the levies upon the taxable real property in such project by taxing districts and tax rates determined in the manner provided in R.S.Mo. § 99.855.2 each year after the effective date of this ordinance until certified reimbursable redevelopment project costs have been paid shall be divided as follows:

1. That portion of taxes penalties and interest levied upon each taxable lot, block, tract, or parcel of real property which is attributable to the initial equalized assessed value of each such taxable lot, block, tract or parcel of real property in Redevelopment Project Area 4 shall be allocated to and, when collected, shall be paid by the Cass County Collector and the City Treasurer to the respective affected taxing districts in the manner required by law in the absence of the adoption of tax increment allocation financing;

2. Payments in lieu of taxes attributable to the increase in the current equalized assessed valuation of each taxable lot, block, tract, or parcel of real property in Redevelopment Project Area 4, and any applicable penalty and interest over and above the initial equalized assessed value of each such unit of property shall be allocated to and, when collected, shall be paid to the City Treasurer who shall deposit such payment in lieu of taxes into a special fund called the "Special Allocation Fund" of the City for the purpose of paying and reimbursing certified reimbursable Redevelopment Project Costs and obligations incurred in the payment thereof. Any payments in lieu of taxes which are not paid within 60 days of the due date will be deemed delinquent and assessed a penalty of one percent (1%) per month.

SECTION 4. In addition to the payments in lieu of taxes described in Section 3 above, fifty percent (50%) of the total additional revenue from taxes penalties and interest which are imposed by the City or other taxing districts, and which are generated by economic activities within

Redevelopment Project Area 4 over the amount of such taxes generated by economic activities within such area in the calendar year prior to the adoption of this ordinance, while tax increment financing remains in effect, but excluding personal property taxes, taxes imposed on sales of charges for sleeping rooms paid by transient guests of hotels and motels, taxes levied pursuant to R.S.Mo. § 70.500, taxes levied to R.S.Mo. § 94.660, licenses, fees or special assessments and personal property taxes, other than payments in lieu of taxes, and penalties and interest thereon, or any sales tax imposed by a county with a charter form of government and with more than six hundred thousand but fewer than seven hundred thousand inhabitants, for the purpose of sports stadium improvement, shall be allocated to, and paid by the local political subdivision collecting officer to the City Treasurer or other designated official officer of the City, who shall deposit such funds in a separate segregated account within the Special Allocation Fund.

SECTION 5. City's Shared Sales Tax. In addition to the payments in lieu of taxes described in Section 3 above, and in addition to fifty percent (50%) of the economic activities taxes as described in Section 4 above, the City Council hereby agrees to provide as additional financing for Redevelopment Project 4 described herein, subject to annual appropriation and subject to actual collection, and only during the period in which tax increment financing is in effect within Redevelopment Project Area 4, and only to the extent the City in its sole discretion deems necessary to implement the Plan, that portion of sales tax revenue generated by the levy of the City-imposed sales taxes upon taxable sales occurring within Redevelopment Project Area 4 which is not captured as Economic Activity Taxes and which by statute or City ordinance may lawfully be redirected toward the funding or reimbursement of those Reimbursable Project Costs or the retirement of Obligations issued to fund those Reimbursable Project Costs identified as Redeveloper Reimbursable Project Costs or City Y Highway Reimbursable Project Costs in the Plan. To the extent appropriated and collected, the City shall deposit such funds in a separate segregated account within the Special Allocation Fund. If a retail establishment relocates within one year from one facility within Cass County to another facility within Redevelopment Area, then for purposes of the City's Shared Sales Tax Revenue calculation, the City's Shared Sales Tax Revenue generated by the relocating retail establishment shall equal fifty percent (50%) of the total additional revenue from the above-described City-imposed non-dedicated sales taxes which is generated by economic activities within Redevelopment Area over the amount of City-imposed non-dedicated sales tax revenue generated by the relocated retail establishment in the calendar year prior to its relocation to Redevelopment Area. As of the date this Ordinance was introduced, the City-imposed non-dedicated sales taxes available to be included in the City's Shared Sales Tax calculation include: (i) the one percent (1%) general sales tax, (ii) the one-half of one percent (0.5%) transportation sales tax, and (iii) the one-half of one percent (0.5%) capital improvements sales tax.

SECTION 6. That if any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

SECTION 7. That all ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.

SECTION 8. That this Ordinance shall be in full force and effect from and after the date of its passage and approval.

READ FOR THE FIRST TIME: December 14, 2010

READ FOR THE SECOND TIME AND PASSED:

Mayor Jeff Davis

Approved this ____ day of _____, 2016.

Mayor Jeff Davis

Approved as to form and legality

City Attorney

ATTEST:

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

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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the 14th day of December, 2010, 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

C

AN ORDINANCE EXTENDING AND AMENDING THE FARM LEASE AGREEMENT WITH DANNY CHEVALIER TO CONTINUE LEASING THE CITY PROPERTY ADJACENT TO MARKEY ROAD FOR PLANTING, CULTIVATING AND HARVESTING AGRICULTURAL CROPS.

WHEREAS, the City of Belton owns a tract of land adjacent to Markey Road and known as the Markey Industrial Parkway, as illustrated on **Exhibit A**, herein attached and incorporated to this ordinance; and

WHEREAS, the City has leased this tract of land to Danny Chevalier under a Farm Lease Agreement, herein attached and incorporated as **Exhibit B**, since April 26, 2011 with the current lease term expiring on March 30, 2017; and

WHEREAS, the City of Belton desires to extend the terms of the lease for one additional year with a revised lease price of \$2,000.00; and

WHEREAS, the City Council believes this lease extension and amendment is in the best interest of the city to continue to lease the city property to the farmer who has previously leased the property and has demonstrated good farming practices.

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

Section 1. That the Farm Lease Agreement with Danny Chevalier is hereby amended as follows:

C. TERM OF LEASE

1. Term.

- (a) Term. Subject to prior termination as provided herein, the term of this lease shall be extended for one growing season commencing April 1, 2017 and expiring March 30, 2018.

F. RENTAL

- 1. Lessee agrees to pay by April 1, 2017 to the City two thousand dollars (\$2,000.00); all payments shall be made to the City of Belton, 506 Main Street, Belton, Missouri 64012.

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

READ FOR THE FIRST TIME: November 22, 2016

READ FOR THE SECOND TIME AND PASSED:

Mayor Jeff Davis

Approved this _____ day of _____, 2016.

Mayor Jeff Davis

ATTEST:

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

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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the _____ day of _____, 2016 and thereafter adopted as Ordinance No. _____ 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 Ledford, City Clerk
of the City of Belton, Missouri

Belton, MO



- Legend**
- Street
 - Parcel
 - Subdivision
 - Cemetery

1: 6,278 



Notes



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



FARM LEASE AGREEMENT

THIS LEASE, made and entered into this 26th day of April, 2011, between the CITY OF BELTON, a municipal corporation organized and existing as a city of the fourth class under the laws of the State of Missouri, hereinafter referred to as "City" or "Lessor" and Danny Chevalier, hereinafter referred to as "Lessee".

RECITALS

- A. The City has determined that the lease herein embodies reasonable and necessary terms and conditions for preservation and operation of farming operation and recognizes that in order to provide for the successful operation of said farming operation for the greatest benefit of the public this facility must be considered to be a business enterprise under this lease.
- B. Lessee warrants that it and its personnel shall have capacity, knowledge, expertise and desire to operate and preserve the aforesaid farming operation under the terms and conditions provided herein.

The lessee and his employees shall at all times during the performance of work under the terms of this Agreement comply with all applicable federal, state and local statutes. The lessee and his employees, operating agencies on farm must be familiar with and comply with all local, county and state, and specific traffic regulations established for the streets, roads leading to and from the farm.

THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

A. DESCRIPTION OF LEASED PREMISES:

- 1. Farm area. The leased premises (sometimes referred to as "premises" of "facilities") consist of certain real property located in the City of Belton, Missouri, all as more particularly shown on Exhibit "A" which is attached hereto and made a part hereof.
- 2. Lessee having inspected said premises, does accept same together with improvements thereon all in as "AS IS" condition and lessee acknowledges that no representation, statements or warranties, expressed or implied, have been made by or on behalf of the City in respect to their condition or the use or occupation that may be made thereof, and that the City shall in no way whatsoever be liable for any latent defects in the premises, improvements or facilities provided herein and that lessee takes possession hereunder and agrees that the City shall have no obligation to improve, repair, restore, rebuild, refurbish or otherwise incur any expense in improving and/or changing

the condition of the premises at such times hereafter during the term of this lease or any extension thereof. Lessee acknowledges that its representatives have visited premises and all appurtenant facilities and have otherwise become fully acquainted with the conditions relevant to the premises and their operation.

B. USE:

1. Farm Area. The premises shown in Exhibit A shall be used solely for the planting, cultivating, and harvesting of agricultural crops and for no other use without the written consent of the City.
2. Prohibited Activities. Lessee agrees not to use the premises for, or to carry on or permit any offensive, noisy or dangerous activity or any nuisance or anything against public policy. Lessee further agrees not to use or permit the use of the premises for any purpose which would increase existing rates of insurance or cause cancellation of any insurance policy carried by the City lessee. Lessee agrees to comply with and conform to all laws and ordinances, municipal, state, federal and/or other governmental authority and any and all requirements or orders of any municipal, state, federal or other governmental board of authority, present or future, relating to the condition, use of occupancy of the premises all to the perfect exoneration from liability of the City.

C. TERM OF LEASE

1. Term.

(a) Term. Subject to prior termination as provided herein, the initial term of this lease shall be three (3) for a year period commencing April 26, 2011, and expiring December 31, 2013.

2. Early Termination. Lessor may, at its option, and with thirty (30) days written notice to Lessee, terminate this lease with or without cause. In the event the Lessor makes such election, Lessor will not be responsible to reimburse to Lessee any costs expended at the time of election of Lessor.

D. ALTERATIONS

1. Alterations: Notice to City. Lessee agrees to not make any material and/or structural alterations, changes and/or additions to the premises without the prior written consent of the City. Lessee agrees to indemnify and save the City harmless from all liens, claims, demands and/or costs (including, without

limitations, attorneys' fees) arising out of any alterations, changes and/or additions made by lessee as herein allowed and lessee agrees not to suffer any such lien or charge to be created. Any improvements made by lessee shall revert to lessor, at no cost, at the termination of the lease.

E. MAINTENANCE AND REPAIRS

1. The tenant will cultivate and manage the Farm according to good farming practices; and keep all ditches, drains and watercourses open, clean and in good working order. The tenant will not contaminate or allow to be contaminated any water, well, pond, or lake on the farm.
 - The tenant will make a reasonable effort to retard and prevent soil erosion.
 - The tenant will do its best to prevent any noxious weeds from going to seed.
 - The tenant will not remove or allow removal of any soil.

F. RENTAL

1. Lessee agrees to pay by May 15, 2011 to the City, for the first year one thousand two hundred and fifty dollars (\$1,250.00); April 15, 2012 for the second year one thousand five hundred dollars (\$1,500.00); and, April 15, 2013 for the third year one thousand seven hundred and fifty dollars (\$1,750.00). All payments shall be made to the City of Belton, 506 Main Street, Belton, Missouri 64012.

G. LIENS

1. Lessee shall keep the premises and any improvements thereon free from any and all liens arising out of any work performed, materials furnished or obligations incurred by lessee, its employees, agents and contractors and lessee agrees to reimburse the City for any attorney's fees incurred in defense of proceedings to establish, enforce or foreclose such liens.

H. TAXES

1. Additional Taxes. If at any time during the lease term, under the laws of the State of Missouri or any political subdivision thereof, a tax or excise on rents or any other tax however described in levied or assessed against lessee on the rent or any portion thereof payable hereunder, lessee covenants to pay and discharge such tax or excise or rents on or before the last day upon which same, or any installment thereof, if the same is being paid in installments, may be paid prior to delinquency.

I. UTILITIES: INSTALLATION OF METERS AND PAYMENTS. ETC.

1. Trash. The prompt, efficient collection and disposal of trash, clippings and refuse is essential to the proper maintenance of the facilities and premises and lessee shall be responsible for such collection and disposal from the premises at its own expense and in accordance with the applicable laws and ordinances. Lessee shall not pile or store (except temporarily awaiting prompt collection in service areas out of public view and approved by City) clippings, trimmings, cans, barrels, cartons, used equipment, scrap or other similar debris on or about the premises.

J. SIGNS

1. Lessee shall not permit, allow or cause to be erected, installed, maintained, painted, displayed and/or used on, in or at the premises or any part thereof, any exterior or interior sign whatsoever or advertising devices, without obtaining the prior written consent of the City, which consent shall not be reasonably withheld in regard to such advertising signs promoting the facilities.

K. INDEMNIFICATION

1. This lease is made upon the express condition that lessee agrees to hold the City harmless from all liability, penalties, losses, damages, costs, expenses, causes of action, claims and/or judgments arising by reason of any injury or damage to any person or persons, including without limitation, lessee, its servants, agents, and employees, or property of any kind whatsoever while in, upon or in any way connected with the lessee's use or operation on the premises, or the appurtenances, including the flooding of roads or neighboring lands caused by improper or inadequate drainage, or the use of any equipment of lessee's on or off the premises, during the term of this lease or any occupancy hereunder. Lessee hereby covenanting and agreeing to indemnify, protect and save the City harmless from all liability, loss, costs and obligations on account of or arising out of any such injuries or losses however occurring, in except as may result from the sole negligence of the City or its officers, agents or employees.

Lessee, as a material part of the consideration to be rendered to the City, hereby waives all claims against the City for damages to goods, wares, merchandise and/or personal property in, upon or about the premises, excepting damage solely resulting from the wanton acts or willful omissions of the City or its officers, agents or employees.

L. INSURANCE

1. Liability. Lessee agrees to at all times herein, maintain general public liability insurance in limits of not less than one million and no/100 dollars (\$1,000,000.00) combined single limit coverage.
2. Form of Policies. All insurance policies required, pursuant to the terms hereof, shall name the City as an additional insured and shall contain a provision that such policy shall not terminate (by expiration, lapse or otherwise) nor be amended in any manner so as to adversely affect the amount of scope of coverage without at least ten (10) days prior written notice to the City. Lessee shall deliver to and keep in possession of City at all times during the pursuant to the terms of this Agreement. If at any time during the term hereof, lessee does not deliver to City at least five (5) days prior the expiration thereof, certificates or other evidence satisfactory to City evidencing the proper renewal or replacement of such expiring policy of insurance required pursuant to the terms hereof, City shall have the right, but not the obligation, to obtain such insurance as City shall determine to be necessary to protect City's interest, and the costs of such insurance shall be deemed to be additional rent, payable upon demand by City. As a further remedy hereunder, City shall have the right, to the extent permitted by law, if such certificate or other evidence of insurance required pursuant to the terms hereof is not presented at least five (5) days prior to the expiration of such insurance, to refuse to permit lessee to open its business upon the premises so long as City has not received such evidence of insurance, and to take such actions, including but not limited to securing and locking doors and entrances to the premises, as is necessary to enforce its refusal to permit lessee to open for business as hereinabove provided, all without being guilty of any violation of the lease and without such actions causing or allowing of the abatement of rent hereunder.

M. INSPECTION OF PREMISES

1. Lessee shall permit the agents, employees or appointees of the City to enter in and upon the premises at all reasonable times for the purpose of inspecting the same.

N. EMINENT DOMAIN

1. If the entire premises shall be taken by consideration by any governmental authority or conveyed in lieu of condemnation, or if a portion of the premises shall be so taken or conveyed so as to render the premises untenable for the purpose of this lease, this lease shall terminate as of the date of possession shall be required by said governmental authority, and the parties shall be released from all further liability hereunder, except the City shall rebate to lessee any advance minimum rental payment made

to secure occupancy and operations which would otherwise have occurred after taking by condemnation.

O. LESSEE WARRANTIES AND PRESENTATION

1. Lessee represents and warrants to the City, and the City relies on said representations warranties in entering into this lease as follows:
 - (a) Lessee on this basis of experience and skill of lessee shall adequately maintain demised premises.
 - (b) Lessee shall return the demised premises in its original condition as when let.

P. DEFAULT

1. Event of Default Defined. Subject to other, more specific provisions, hereof, each of the following events, occurrences, or omissions shall be deemed an event of default:
 - (a) If lessee, after written notice, shall default in payment of rent or any other sum or sums due under this lease for fifteen (15) days.
 - (b) If lessee, within thirty (30) days after written notice, fails to cure a material breach in the performance of observance of any other term, covenant or condition of this sublease, except if such default or omission complained of shall be of such a nature that the same cannot be completely cured or remedied within said thirty (30) day period, and if lessee shall not thereafter with reasonable diligence and in good faith proceed to remedy or cure such default.
 - (c) Abandonment or vacation of the premises, or failure to adequately maintain or operate the premises in accordance with the provisions hereof;
 - (d) The filing or execution of occurrence of:
 - (1) A voluntary or involuntary Petition in Bankruptcy, or for an arrangement by or against lessee;
 - (2) Adjudication of lessee as a bankrupt or insolvent or insolvency in the bankruptcy or equity sense;
 - (3) A petition or other proceeding by or against lessee for, or the appointment of, a trustee, receiver, guardian, conservator, or liquidator of lessee with respect to all or substantially all of its

property, except a receiver appointed at the instance of request of the City;

- (4) A petition or other proceeding by or against lessee for its dissolution or liquidation, or the taking of possession of lessee by any governmental authority in connection with dissolution or liquidation;
- (5) The taking by any person of the leaseholder created hereby or any part thereof upon execution, attachment or other process of law or equity.

(e) City's Election. Upon the occurrence of any event of default, the City, may at its option, without any further demand or notice, in addition to any other remedy or rights given hereunder by law, with or without terminating this lease, reenter the premises or any part thereof with or without process of law, and expel, remove and put out lessee or any person or persons occupying the premises and remove all person property, trade, fixtures, fixtures and equipment, therefrom, using such force as may be necessary to again repossess and enjoy said premises as before this demise, without prejudice to any remedy which might otherwise be used for arrears of rent or preceding breach of covenant or condition, and without liability to any person for damages sustained by reason of such removal. No such reentry or taking of possession of the premises by the City shall be construed as an election in its part to terminate this lease unless a written notice of such intention be given lessee, said notice being given as provided herein. The City may likewise, at the City's option, but at the costs of lessee and in addition to any other remedies which the City may have upon such default or failure or neglect and without notice to lessee, petition any court of competent jurisdiction for and be entitled as a matter of right to appointment of receiver and said court may appoint such receiver and vest in him such powers and authority as may be necessary or property to fully protect all the rights herein granted or reserved to the City.

The City may likewise, at the City's option and in addition, or any other remedies which the City may have upon such default failure to neglect, let and relet the said premises in whole or in time, whether less or greater than the unexpired terms and for such length of time, whether less or greater than the unexpired portion of the term of this lease, as the City may see fit, and lessee shall be liable or any deficiency between rentals so procured by the City for the period of said letting and reletting not to exceed, however, the balance of the original term hereof, after deducting the costs of any such alteration or other changes, and the rental herein reserved for

a period or periods identical with the term of said letting, or reletting, and the City may institute action for the whole of such deficiency immediately upon effecting any letting or reletting and shall not thereafter be precluded from further like action in the event such letting or reletting shall not embrace the whole unexpired portion of the term hereof, of the City may monthly or at such greater intervals as it may see fit, exact payment of said deficiency then existing, and lessee agrees to pay said deficiency then existing until the City from time to time when called upon by the City so to do and should this lease not be terminated, the City may notwithstanding subletting or reletting, at any time thereafter elect to terminate it; or should this lease prior to the expiration of the term hereof, be terminated by the City by reason of any breach hereof by lessee, the City shall thereupon, at its options, be entitled to recover from lessee the worth at the time of such termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this lease for the balance of the term hereof, over the then reasonable value of the premises for said period. Any rent and/or other sums not paid when due as herein provided shall bear interest from the date due at the highest rate permitted by law until paid.

(f) City's Right to Cure Defaults. In the event of lessee's breach of any covenants in this lease (including without limitation, lessee's obligations in connection with repairs and insurance), the City may at any time, upon reasonable notice (but in no event more than ten (10) days notice) to lessee cure such breach for the account and at the expense of lessee. If at any time, by reason of such breach, is compelled to pay, or elects to pay, any sum of money, or is compelled to incur any expenses, including reasonable attorney's fees, in instituting, prosecuting or defending any actions or proceedings to enforce the City's rights under this lease or otherwise, the sum or sums so paid by the City, together with interest thereon at the highest rate permitted by law until said, costs and damages shall be deemed to be additional rent under this sublease and shall be due from lessee to the City on the first day of the month following the incurring of such expenses, unless the City shall have the right to reimbursement on demand as provided in specific instances on this lease.

2. Nonwaiver of defaults. The waiver by the City of any breach by lessee of any term covenants or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any other term, covenants or condition. No term, covenant or condition hereof can be waived except by the written consent of the City, and forbearance of indulgence by the City, in any regard whatsoever, shall not constitute a

waiver of any term covenant or condition to be performed by lessee to which the same may apply, and until complete performance by lessee of the term, covenant or condition, the City shall be entitled to invoke any remedy available to it hereunder or by law, despite such forbearance.

Q. WAIVER OF SUBROGATION AND CLAIMS.

1. Lessee hereby releases the City, its officers, agents, employees and servants, from any and all claims or demands for damages, loss, expense or injury to the premises, or to the personal property, fixtures, trade fixtures, and equipment, or inventory or other property of either the City or lessee in, about or upon the premises, as the case which may be caused by or result from perils, events or occurrences which are the subject of insurance carried by respective parties and in force at the time of any such loss; provided, however, that such waiver shall be effective only to the extent permitted by the insurance covering such loss and to the extent such insurance is not prejudiced thereby or the expense of such insurance is not thereby increased.
2. Lessee hereby waives any claim against the City and its officers, agents or employees, for damage or loss caused by the suit or proceedings directly or indirectly attacking the validity of this lease, or any part thereof, or by any judgment or award in any suit proceeding declaring this lease null, void or voidable, or delaying the same, or any part thereof, from being carried out.

R. ASSIGNMENT AND SUBLETTING

1. Lessee shall not sublet the premises (or any part thereof) or assign this lease or any interest herein, or permit any concessionaire or third party to conduct any portion of lessee's operation on the premises, without prior written consent of the City for each and every sublease, sub-lessee, assignment or assignee, third part or concessionaire.

S. PERSONAL PROPERTY IN LEASED AREA

1. It is acknowledged by the parties that there are certain items of personal property located within area and lessee covenants and agrees that none of such items shall be removed from the demised premises without the written consent of the City.

T. SAFETY PROVISIONS

1. No burning of any kind will be permitted on the Farm.

2. No hunting, fishing or trapping will be permitted on the Farm.

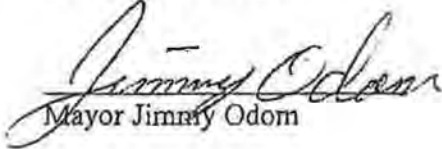
U. MISCELLANEOUS PROVISIONS

1. Heirs, etc. The terms, covenants and conditions contained herein shall be binding upon and enforceable by the parties hereto and their respective heirs, executors, administrators, successors, and assigns, subject to restriction herein imposed on assignment by Sublease.
2. Time. Time is of the essence of this lease and each and every term, covenants and condition herein contained.
3. Headings. The paragraph headings in this lease are inserted only as a matter of convenience and for reference and now may define, limit or describe the scope of intent of this lease or any provisions thereof or in any way effect this agreement.
4. Exhibits. All of the exhibits attached hereto are hereby incorporated into this lease at a place (s) each such exhibit is referred to in the text as though set out in full as such place (s).
5. Notices. All notices to be given hereunder shall be in writing and shall be deemed given when deposited in the United States mail, postage prepaid, certified return receipt requested, or registered, addressed as follows or to such other address as from time to time may be designated by a part by written notice to other party:
To: City Manager
506 Main Street
Belton, Missouri 64012

To: Lessee Danny Chevalier
3405 E. 185th Place
Belton, Missouri 64012
6. Each term of this agreement as material and breach by lessee of any one of the terms herein contained shall be material breach of the entire agreement.
7. Lessee-Independence Contractor. For all purposed herein, lessee is and shall be deemed to be an independent contractor.
8. No Implication of Future Conveyance. That the granting of this lease shall in no way be taken to imply that the subject premises will eventually be conveyed to lessee by City.

IN WITNESS WHEREOF, we undersigned have executed this sublease the day and year first above written.

CITY OF BELTON:


Mayor Jimmy Odom


Danny Chevalier

ATTEST:


Patricia Ledford, City Clerk

SECTION VI

D

AN ORDINANCE AUTHORIZING AND APPROVING A CLINICAL AGREEMENT BETWEEN THE JUNIOR COLLEGE DISTRICT OF METROPOLITAN KANSAS CITY, MISSOURI, AKA METROPOLITAN COMMUNITY COLLEGE, AND CITY OF BELTON, THROUGH ITS FIRE DEPARTMENT, TO PROVIDE PROTOCOLS AND REQUIREMENTS DIRECTING THE EMERGENCY MEDICAL TECHNICIAN AND PARAMEDIC STUDENT CLINICAL EDUCATION EXPERIENCE.

WHEREAS, the Belton Fire Department has had in place an agreement between the City of Belton, MO and the Metropolitan Community College for many years to guide and direct the clinical teaching and educational experience for the students enrolled in the emergency medical technician and paramedic programs at the College; and

WHEREAS, the Agreement is dated and the Fire Department Training Chief and the City Attorney have negotiated a new agreement to bring it up to date with current standards, federal, state and local laws and current educational protocols; and

WHEREAS, the training program and partnership with the Metropolitan Community College and the City is beneficial to both organizations in order to provide local students with a relevant clinical experience in the community and expose them to the Belton Fire Department for employment opportunities in the future.

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 Clinical Agreement, herein attached and incorporated to this Ordinance as **Exhibit "A"** with the Junior College District of Metropolitan Kansas City, Missouri, aka Metropolitan Community College.

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

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

Section 4. That all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

READ FOR THE FIRST TIME: November 22, 2016

READ FOR THE SECOND TIME AND PASSED:

Mayor Jeff Davis

Approved this _____ day of November, 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 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: November 9, 2016 **AGENDA DATE: November 22, 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

The need to re-work the agreement with Metropolitan Community College and the City of Belton to provide their students a means to obtain a clinical learning experience and assist in the development of future Emergency Medical Technicians for the Belton area.

PROPOSED CITY COUNCIL MOTION

Approve the proposed the Ordinance for a Clinical Agreement between the Metropolitan Community College and the City of Belton.

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

The department has been using an agreement that has no known date on it and I felt there was a need to re-work the agreement. The departments Traing Chief and the City Attorney have spent a lot of time to negotiate and kraft the new agreement.

IMPACT/ANALYSIS:

The impacts with this Ordinance is help local students with their ambition to become Emergency Medical Technician and Paramedics, keep our Fire Department staff in tune with teaching the latest techniques and assist in educating future technicians and paramedics for employment in the Belton area.

FINANCIAL IMPACT

Contractor:	
Amount of Request/Contract:	\$ 0
Amount Budgeted:	\$ 0
Funding Source:	
Additional Funds:	\$ 0.00
Funding Source:	N/A
Encumbered:	\$ 0.00
Funds Remaining:	\$ 0.00

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

OTHER INFORMATION/UNIQUE CHARACTERISTICS:

STAFF RECOMMENDATIONS:

Approve the proposed the Ordinance for a Clinical Agreement between the Metropolitan Community College and the City of Belton.

Action and Date:

LIST OF REFERENCE DOCUMENTS ATTACHED:

The new Clinical Agreement between the Metropolitan Community College and the City of Belton.

CLINICAL AGREEMENT

This clinical Agreement (Agreement) is by and between the Junior College District of Metropolitan Kansas City, Missouri aka Metropolitan Community College (MCC) a public community college district and political subdivision of the State of Missouri having a principal address at 3200 Broadway, Kansas City, Missouri 64111, and the City of Belton, by and through its Fire Department (Clinical Site) having a principal address at 506 Main Street, Belton, MO 64012.

WHEREAS, MCC desires to provide to its students (Student(s)) a clinical learning experience through the application of knowledge and skills in actual patient-centered situations in health care facilities; and

WHEREAS, Clinical Site has agreed to make its facility or facilities available to MCC and its Students for such purposes in the Associate Degree or Certificate specialty areas checked below (Program(s)):

	Professional Nursing		Community Health Worker
	Practical Nursing		Perioperative
	Certified Nursing Assistant, Restorative Aide, CMT, Insulin Administration, Level I Medication Aide		Health Information Management
	Surgical Technology		Administrative Medical Assistant
	Radiologic Technology		
	Physical Therapist Assistant		
	Occupational Therapy Assistant		
X	Emergency Medical Technology-Paramedic		
	Dental Assisting		
	Phlebotomy		

NOW, THEREFORE, based upon the mutual covenants set forth herein, the parties agree as follows:

During the term of this Agreement the Clinical Site shall make available to MCC Students its facility or facilities so as to provide opportunities for clinical learning experiences in the specialty areas checked above, which Programs must, at a minimum, satisfy the accreditation requirements established by the appropriate accrediting agencies in the specialty areas noted above.

I. MUTUAL RESPONSIBILITIES

A. The Clinical Site and MCC will jointly plan the clinical experience, including the criteria for participation in the clinical experience, the number of Students who shall participate each semester, and the placement and scheduling of students who shall participate each semester, and the placement and scheduling of faculty, if any, and Students in the Clinical Site. Conferences between the designee or designees from the Clinical Site and MCC Program coordinators will periodically be called to resolve routine administrative details.

B. Neither the Clinical Site nor MCC will discriminate, on the basis of race, color, national origin, religion, creed, sex, sexual orientation, gender identity, age, veteran status, disability, or other lawfully protected classification, in either the selection of

Students for participation in the Program, or as to any aspect of the clinical training; provided, however, that with respect to any Student having a disability only those accommodations that do not constitute an undue hardship on the Clinical Site or fundamentally alter the nature of the Program will be granted.

C. The Clinical Site and MCC agree that the intention of the Programs is instructional and that Students shall remain Students when in the Clinical Site's facility.

D. To the extent permitted by Missouri law and without waiving any defenses, MCC shall indemnify and hold harmless Clinical Site and its officers, medical and nursing staff, representatives and employees from and against all liabilities, claims, damages and expenses, including reasonable attorneys' fees, relating to or arising out of any act or omission of MCC or any of its faculty, agents, representatives and employees under this Agreement, including, but not limited to, claims for personal injury, professional liability, or with respect to the failure to make proper payment of required taxes, withholding, employee benefits or statutory or other entitlements. To the extent permitted by Missouri law and without waiving any defenses, Clinical Site shall indemnify MCC against liabilities, claims, damages and expenses, including reasonable attorneys' fees, incurred by MCC in defending or compromising actions brought against MCC arising out of or related to any act or omission of the Clinical Site or any of its agents, representatives and employees under this Agreement.

E. Both parties agree to keep strictly confidential and hold in trust all confidential information of each party and to not disclose or reveal any confidential information to any third party without the express prior written consent of the other party. Notwithstanding any provisions in this Agreement to the contrary, the parties, as a public governmental bodies in the state of Missouri, are required under Mo. Rev. Stat. §610.011 of the Sunshine Law to respond to all records requests.

II. MCC'S RESPONSIBILITIES

A. MCC shall provide faculty members from the Programs who shall be responsible for:

1. Classroom instruction;
2. Preparation of Student/patient assignments and rotation plans for each Student and coordination of the same with the Clinical Site;
3. Continuing oral and written communication with the Clinical Site regarding Student performance and evaluation, absences and assignments of students, and other pertinent information;
4. Tracking attendance of any Student unexcused absences;
5. Assignment of the Student's grade for the clinical experience at the Clinical Site which incorporates the Clinical Site personnel's evaluation of Student performance and information from consultation with Clinical Site personnel;
6. Administering the Test of Adult Basic Education (TABE) exam (for

7. Certified Medical Technician (CMT) Students only); and
For the Certified Nurse Assistant (CNA), Certified Restorative Nurse Assistant (CRNA), CMT, Insulin Administrator and Medical Technician Level I Students:
- a) Providing a copy of the final record to each Student; and
 - b) Submitting the names of the Students who have successfully completed the course to the appropriate agency for certification.

B. MCC shall assist the Clinical Site in determining the eligibility of the Student in the CNA, CRNA, Insulin Administrator, Medical Technician Level I, and/or CMT programs by facilitating the Clinical Site's receipt from the Students of the results of the following:

1. A confirmation of receipt of High School Diploma or GED;
2. A criminal background check;
3. A check of the Family Care Safety Registry;
4. A check of the Employee Disqualification List;
5. A check for a federal marker;
6. A check for the CNA Registry; and
7. For CMT and CRNA Students only, a confirmation of six (6) months employment as a CNA.

C. MCC shall obtain and maintain, or shall require each Student, faculty, and/or employee to obtain and maintain, occurrence-type general and professional liability insurance coverage in amounts not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) annual aggregate, with insurance carriers (or self-insurance programs) covering the acts and omissions of MCC, its Students, faculty, and/or employees. MCC shall further, at its expense, obtain and maintain workers' compensation insurance and unemployment insurance for MCC employees assigned to the Clinical Site. For all insurance described herein, MCC shall require that the insurance carrier notify the Clinical Site at least thirty (30) days in advance of any cancellation or modification of such insurance policy and shall provide to the Clinical Site, upon request, certificates of insurance evidencing the above coverage and renewals thereof.

D. MCC represents and warrants to the Clinical Site that it, its Programs, and its Students and employees participating hereunder: (i) are not currently excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 U.S.C. §1320a-7b(f) (the "Federal health care programs"); (ii) are not convicted of a criminal offense related to the provision of health care items or services but has not yet been excluded, debarred or otherwise declared ineligible to participate in the Federal health care programs, and (iii) are not under investigation or otherwise aware of any circumstances which may result in MCC, its Students, or employees being excluded from participation in the Federal health care programs. This shall be an ongoing representation and warranty during the term of this Agreement and MCC shall immediately

notify the Clinical Site of any change in status of the representation and warranty set forth in this section.

- E. MCC will advise the assigned Students of their responsibility for and ramifications if confidentiality breached:
1. Complying with all established and existing rules and regulations, and policies and procedures of the Clinical Site;
 2. Conforming to the standards and practices established by MCC for Students receiving clinical experience instruction at the Clinical Site;
 3. Remaining compliant with HIPAA regulations pertinent to the Clinical Site's type of facility, which includes maintaining strict confidentiality of information of Clinical Site and/or its patients, physicians, staff members and visitors and not disclosing, posting on social media or revealing any confidential information to any third party except as required by law or as authorized by the Clinical Site;
 4. Meeting the health standards required by the Clinical Site, including submitting to medical tests required by the Clinical Site, including medical evaluations, examinations, labs and x-rays; completing any health forms as requested by the Clinical Site; and remaining financially responsible for their own individual medical care; however, Students shall not be required to pay more for said tests than the Clinical Site charges its prospective employees;
 5. All of their personal expenses, including meals, laundering of uniforms, and transportation;
 6. Reporting all breakage, loss or waste of equipment, supplies or drugs, and damage to Clinical Site property to the classroom instructor or supervising faculty member, as appropriate, who shall in turn report such breakage, loss or damage to the Clinical Site Supervisor; and
 7. Should a Student secure employment at the Clinical Site in their free time, the Student employee may not wear MCC identification while participating in such employment, and, because such employment has no connection with MCC or the Programs, MCC shall not be responsible for the actions of Student employees during times when they are in the Clinical Site's employ.

F. MCC will notify the Clinical Site at a time mutually agreed upon of its planned schedule of Student assignments including names of the Students and length and dates of planned experiences.

G. MCC will assign to the Clinical Site only Students who have satisfactorily completed the prerequisite academic courses for the clinical experience.

H. MCC will maintain approval/accreditation of its Programs by the appropriate accrediting agency for such Programs and will advise the Clinical Site if its approval/accreditation are ever suspended, limited, terminated or ended for any reason.

I. MCC will advise Students that any medical expenses for medical care or treatment for illness or injury they may incur while participating in the clinical experience and all MCC related activities at the Clinical Site are the responsibility of the Student.

J. MCC's faculty and its Students shall not be deemed employees or agents of the Clinical Site. As such, MCC's faculty and Students are not entitled to any compensation from the Clinical Site under this Agreement, and they are not entitled to participate in any of the Clinical Site's fringe benefit programs.

K. MCC agrees to protect the privacy and provide for the security of Protected Health Information (PHI) pursuant to this Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH), and privacy and security regulations published by the U.S. Department of Health and Human Services (DHHS) contained at 45 C.F.R. Parts 160 and 164 which may be periodically revised or amended (collectively, the "HIPAA Regulations") and other applicable laws and agrees to take such actions as are necessary and appropriate in connection therewith. For purposes of this Agreement, Clinical Site agrees and acknowledges that MCC and its Students obtaining clinical experience hereunder shall be considered part of the Clinical Site's workforce under HIPAA.

III. CLINICAL SITE RESPONSIBILITIES

A. The Clinical Site shall provide qualified personnel for the specific areas where Students are placed for clinical experiences. Such personnel shall satisfy the accreditation standards for the Programs, as detailed at www.caahep.org and www.coaemsp.org

B. The Clinical Site shall review Student information provided by MCC and if any of the information is in question, shall make a determination as to the Student's eligibility to participate in a clinical learning experience with the Clinical Site.

C. The Clinical Site shall provide the Students and faculty with access to all established and existing rules and regulations and policies and procedures of the Clinical Site and provide relevant copies as necessary.

D. Clinical Site personnel will have the responsibility for patient care, supervision of Students, and evaluation of Student performance, with the exception of nursing Students who are supervised by MCC nursing faculty.

E. During the term of this Agreement, the Clinical Site shall make available to MCC Students its facilities so as to provide opportunities for clinical experiences which must as a minimum satisfy the accreditation requirements established by the appropriate accrediting agency in the field of the Student's area of study, as detailed at www.caahep.org and www.coaemsp.org

F. Subject to MCC'S due process requirements, the Clinical Site has the right to request that MCC remove any Student from the Clinical Site, at any time the Clinical Site determines that the conduct of the Student is undesirable or unprofessional. MCC's due process requirements are detailed at <http://www.mcckc.edu/graduation/codeofconduct>

G. The Clinical Site shall immediately notify the respective Program Coordinator should any Student be injured or become ill while participating in the Clinical experience. Clinical Site will offer assessment and treatment per Clinical Site protocols and transport to emergency care facilities if necessary. However, nothing herein is to be construed as consent by any Student to the administration of medical treatment.

H. Clinical Site acknowledges that it shall now, and in the future may, have access to and contact with confidential information of Students. Both during the term of this Agreement and thereafter, the Clinical Site covenants and agrees to hold such information in trust and confidence and to exercise diligence in protecting and safeguarding such information, as well as any other information protected from public disclosure by federal or state law or by the policies or procedures of MCC. Clinical Site covenants and agrees it will not knowingly use, directly or indirectly, for its own benefit, or for the benefit of another, any of said confidential information, but instead will use said information only for the purposes contemplated hereunder. Further, the Clinical Site covenants and agrees that it will not disclose any confidential information to any third party except as may be required by law. Finally, the Clinical Site covenants and agrees that any access to the confidential information of any Student shall be in compliance with the Family Education Rights and Privacy Act (FERPA) (20 U.S.C. §1232g; 34 CFR Part 99)..

I. Clinical Site represents that it is not debarred or suspended from doing business with the federal government and/or any state government, and shall notify MCC if it becomes debarred or suspended during the Term of this Agreement.

IV. TERM

A. This Agreement shall be effective for a term for three (3) years from the effective date of this document, which shall be the date on which the last signing party's representative executes this Agreement. This Agreement may be automatically renewed for additional one (1) year periods, unless a party indicates in writing to the other party its intent to not elect such renewal at least thirty (30) days prior to the end of the then term. Should intent to not elect such renewal be given, students then enrolled in a program at the Facility at the time of notice of nonrenewal shall be given the opportunity to complete their clinical program at the Facility, with such completion time not to exceed six (6) months.

B. Either party shall have the option to cancel this Agreement by giving the other party ninety (90) days written notice of its intent to cancel. Should notice of intent to terminate be given, students then enrolled in a program at the Facility at the time of notice

of termination shall be given the opportunity to complete their clinical program at the Facility, with such completion time not to exceed six (6) months.

C. Either party shall have the right to immediately terminate this Agreement in the event the other party commits a material breach of its obligations under this Agreement and does not remedy the breach within ten (10) days of receiving written notice of the breach.

V. ADDITIONAL TERMS

A. All communications relating to this Agreement shall be in writing and may be hand delivered, sent by overnight courier, or shall be deemed received within five (5) business days after mailing if sent by registered or certified mail, return receipt requested to the parties at the addresses first written above. If to MCC regarding legal matters, notice shall be sent to the attention of Kathy Walter-Mack, Chief of Staff to the Chancellor. For all other matters, notice to MCC shall be sent to the attention of the Compliance Coordinator, Health Science Institute, Metropolitan Community College, Health Science Institute, 3444 Broadway, Kansas City, Missouri 64111. Notices to the Clinical Site shall be to the attention of the City Manager, City of Belton, 506 Main Street, Belton, MO 64012 and Fire Department Training Chief at 16300 N. Mullen Road, Belton, MO 64012.

B. Nothing contained in the Agreement shall be deemed or construed by the parties or by any third person to create the relationship of principal and agent or of partnership or joint venture or of any association between the Clinical Site and MCC.

C. Neither party may assign or transfer any of its rights, duties or obligations under this Agreement, in whole or in part, without the prior written consent of the other party. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and permitted assigns.

D. Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any of the provisions contained herein.

E. If any provision of this Agreement is held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.

F. This Agreement shall be governed and construed in accordance with the laws of the State of Missouri without regard to any conflict of laws provision.

G. This Agreement may be executed in Counterparts, which together constitute one and the same agreement. If a party sends a signed copy of this Agreement via digital transmission, such party will, upon request by the other party, provide an originally signed copy of the Agreement.

H. This Agreement contains the entire agreement of the parties and no other agreement, statement or promise made by any party, or any employee, officer, or agent of any party, which is not contained in this Agreement, shall be binding or valid. No member or officer of MCC incurs personal liability by the execution or default of this Agreement. All such liability is released by Clinical Site as a condition of and consideration of the execution of this Agreement.

The parties have caused this Agreement to be executed and do each hereby warrant and represent that their respective signatory whose signature appears below has been and is on the date and year written below fully authorized by all necessary and appropriate actions to execute this Agreement.

Junior College District of Metropolitan Kansas City, Missouri

Signature: _____

Print Name: _____

Title: _____

Date: _____

City of Belton

Signature: _____

Print Name: _____

Title: _____

Date: _____

SECTION VI

E

BILL NO. 2016-118

ORDINANCE NO. 2016

AN ORDINANCE AUTHORIZING THE CITY OF BELTON, MISSOURI TO APPROVE THE AGREEMENT WITH LAN-TEL COMMUNICATIONS AND UNDERGROUND SERVICES, INC. TO CONNECT A FIBER CABLE AT THE POLICE STATION.

WHEREAS, on March 22, 2016 under Ordinance No. 2016-29, the City Council approved the agreement with Kenton Brothers Lock Smiths, Inc. for a new card scan door lock system for both fire stations; and

WHEREAS, the construction part of this agreement with Kenton Brothers Lock Smiths, Inc. has started; and

WHEREAS, part of the agreement and plan was for the system to work off of the control at the police station; and

WHEREAS, there needs to be a point of communication between the two buildings and during the start of construction it was determined that the city's fiber connection did not connect the Fire Station #2 and the Police Station; and

WHEREAS, the department solicited a bid from Lan-Tel Communications and Underground Services, Inc. to install and connect the fiber cable from a pit in front of the Police Station into the Police Station communications room; and

WHEREAS, this was the preferred method and contractor of the Fire Department, Police Department, and Kenton Brothers Lock Smiths.

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 Lan-Tel Communications and Underground Services, Inc. to provide and install Fiber Optic Cable from the pit in front of the Police Station into the inside of the communications room of the Police Station.

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

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

Section 4. That all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed

READ FOR FIRST TIME:

November 22, 2016

READ FOR SECOND TIME AND PASSED:

November 22, 2016

Approved this ____ day of _____, 2016.

Mayor Jeff Davis

Mayor Jeff Davis

ATTEST:

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

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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the ____ 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: November 9, 2016 AGENDA DATE: November 22, 2016
ASSIGNED STAFF: Norman K. Larkey Sr., Fire Chief
DEPARTMENT: Fire

Approvals

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

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

ISSUE/REQUEST

Need for a Fiber or Cellular connection between Fire Headquarters (Fire Station #2) and Police Headquarters to allow the two buildings to communicate.

PROPOSED CITY COUNCIL MOTION

Approve the Ordinance authorizing the city of Belton to approve an Agreement with Lan-Tel Communications and Underground Services, Inc.

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

On March 22, 2016 the City Council approved the Fire Department to enter into an agreement with Kenton Brothers Locksmiths, Inc. to provide a new and upgraded door scan access system for Fire Station #1 and Fire Station #2.

This new system is designed to work off of the Police Department's system, (the brain). Kenton Brothers has started the installation of these systems.

With the start of the installation of these systems it has come to the department's and Kenton Brother's attention that there was no Fiber Connection made between the Police Headquarters and Fire Headquarters when the fiber system was installed in the past.

It was terminated in an underground pit in front of the Police Station and never run into the building.

There needs to be some kind of connection between the Police Headquarters and Fire Headquarters to be able to use the Police Department's operating system.

IMPACT/ANALYSIS:

The two types of connections that we have been told will work is to either connect the fiber from the pit in front of the police headquarters, or a point to point cellular connection.

The point to point cellular connection will work, but it is not recommended by Kenton Brothers as the best and most reliable system. It comes with an approximate cost of \$2,200.

The second option is finishing the connection of the fiber from the pit into the police station and is recommended by Kenton Brothers. It comes with an approximate cost of \$3,800.

The department would recommend that we move forward with finishing the connection of the fiber from the pit into the police station.

FINANCIAL IMPACT

Contractor:	
Amount of Request/Contract:	\$ 5,930.51
Amount Budgeted:	\$ 0
Funding Source:	Capital Outlay/ Improvements/Capital Building
Additional Funds:	\$ 0.00
Funding Source:	N/A
Encumbered:	\$ 0.00
Funds Remaining:	\$ 14,069.49

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

OTHER INFORMATION/UNIQUE CHARACTERISTICS:

The department, through Lt. Shriver of the Police Department, looked into the ability and cost to finish the connection. He contacted Lan-Tel Communications and they said it would be no problem and would cost approximately \$5,930.51 to finish the connection.

Lan-Tel Communications is the original contractor that installed the fiber in the first place.

STAFF RECOMMENDATIONS:

Approve recommendation by staff.

Action and Date:

LIST OF REFERENCE DOCUMENTS ATTACHED:

Sales Agreement with Lan-Tel Communications and Underground Services, Inc.



Lan-Tel Communications Services, Inc.
A WBE Company

520 N MO Hwy 7
Independence, MO 64056
Office: 816-650-5038
Fax: 816-650-5862

Quote Date: 11/7/2016
Version: 3

Police Station Fiber
7001 E 163rd St
Belton
MO
64012

Project Description:

Provide and install a new 24-Strand Singlemode Fiber Optic Cable from the existing handhole along 163rd St, through the existing conduit pathway to the building and riser up at the exterior to a new pull box and extend innerduct from the new penetration to the Wall-Mount Cabinet in the Northwest corner of the building.

Quotation Prepared By:

Stephen Havelka
Project Estimator
(816)-650-5038 Ext 212
shavelka@lantelkc.com

Refer to attached Scope of Work Sheet(s) - Attachment A
Refer to attached Assumptions Sheet(s) - Attachment B

This Quote is Valid until:
12/7/2016

After that date, the proposal is subject to price verification/adjustment.

New 24-Strand

Total Material Price =

Total Installation (Labor) Price =

Grand Total (excluding expedited shipping or taxes) =

Approved By (Please Print)

Job Title

Authorized Signature

Date

Attachment A - Scope of Work

1.0 General / Project Overview

- 1.01 This proposal was prepared by Stephen Havelka, shavelka@lanelkc.com
- 1.02 Lan-Tel shall furnish and install materials associated with a new incoming fiber optic cable installation at the Belton Police Station facility at 7001 E 163rd St in Belton, MO, providing a certified design and installation. This installation will be per the directions provided by Norman Shriver.
- 1.03 There are no LAN Electronics included in this scope of work.

2.0 Backbone Cabling

- 2.01 Provide and install a new 24-Strand Singlemode Fiber Optic Cable from the existing handhole along 163rd St, through the existing conduit pathway to the building and riser up at the exterior to a new pull box and extend innerduct from the new penetration to the Wall-Mount Cabinet in the Northwest corner of the building.
- 2.02 Lan-Tel shall terminate the optical fiber cabling with LC-style connectors.
- 2.03 Lan-Tel shall furnish and install coupler panels and install them in an existing fiber enclosure to house the optical fiber terminations.

3.0 Quality of Work

- 3.01 Lan-Tel's installation practices will be governed by EIA/TIA Telecommunications Building Wiring Standards, the BICSI Telecommunication Distribution Methods Manual and local building codes.
- 3.02 All work shall be done in accordance with the respective drawings, written specifications, supplemental information, industry standards, trade practice, and applicable regulatory agencies.
- 3.03 All work shall be performed by competent personnel and executed in a neat and workmanlike manner providing a thorough and complete installation.
- 3.04 Any work deemed inferior shall be reported to Lan-Tel for immediate corrective action.
- 3.05 Lan-Tel shall be responsible on a daily basis for cleanup and removal of all debris resulting from work performed by Lan-Tel. Upon completion of the project, Lan-Tel shall remove all tools, equipment, obstructions or debris present as a result of Lan-Tel's portion of the overall project.

4.0 Schedule

- 4.01 Lan-Tel's normal work schedule for this project shall be Monday - Friday, 8:00am - 5:00pm. Work beyond this schedule requires the approval of Lan-Tel or overtime rates will be charged to the Customer via a Change Order.
- 4.02 If it is determined that access to a neighboring tenants space will be needed, Lan-Tel requests that the customer schedules a work time that will be acceptable for all parties.

5.0 Project Management

- 5.01 Lan-Tel shall provide project management/coordination to monitor and control all technical and administrative support activities related to this SOW.
- 5.02 Lan-Tel shall provide qualified on-site installation supervision.
- 5.03 Lan-Tel shall, upon completion of inspection and review of site, establish a schedule to accomplish the objectives of this project and submit to Client.
- 5.04 Lan-Tel shall provide a Progress Report that shall highlight all completed and work scheduled during the project.

6.0 Warranty

- 6.01 Lan-Tel's proposal includes a 1-Year labor warranty.
- 6.02 Lan-Tel warrants that: (i) For a period of one (1) year following completion of the Project, Services provided will have been performed in a workmanlike manner and (ii) Any material provided will be free from defects for a period of one (1) year following completion of the project.
- 6.03 If Lan-Tel responds to a Client's request for repairs during the warranty period and determines that the problem(s) is not covered by the contracted warranties, Lan-Tel will invoice and Client agrees to pay Lan-Tel a minimum two (2)-hour service charge (at Lan-Tel's then current hourly rates).

Attachment A – Scope of Work

- 6.04 All manufacturers' warranties that extend past the Lan-Tel standard warranty period will be passed through to Client. Warranty issues outside the Lan-Tel standard warranty period must be negotiated direct between Client and the Manufacturer.

7.0 Changes to the Scope of Work

- 7.01 After the project begins Lan-Tel will not perform any verbally-requested change orders. Any work not specifically outlined within this Scope of Work is deemed to be Out of Scope and subject to the Change Order process. Lan-Tel has endeavored to provide accurate counts of equipment, cabling, etc. based on the information provided within the RFP.
- 7.02 If Client requests additional connections Lan-Tel can provide these connections on a "Change Order" basis.
- 7.03 All Change Orders will be accepted in written form and approved by Client and Lan-Tel prior to commencement of work on Change Order Requests.

8.0 Project 'As-Built' Documentation

- 8.01 Lan-Tel shall provide the Client with labeling convention and numbering scheme for authorization prior to start of work.
- 8.02 Lan-Tel shall keep a complete set of drawings at all times and will record the progress of installation and markup as they occur.
- 8.03 Lan-Tel shall provide 'as-built' drawings that accurately reflect the installation, termination and labeling of all wiring and installed cable plant associated with this installation.

9.0 Cable Testing and Verification

- 9.01 Lan-Tel will test all drops using a hand-held, standards compliant test set. The test results will be provided to the Customer via hard-copy and electronic version upon request.
- 9.02 Testing shall verify that the final termination of all cabling is operational at the level which is the current standard and meets the operational specifications for each type of wiring.

10.0 Labeling Specifications

- 10.01 Lan-Tel shall label all installed cables, jacks, and patch panels in accordance with requirements.

Attachment B - Assumptions

1.0 General

- 1.01 For reference in this proposal only, the City of Belton shall be identified as Client.
- 1.02 This proposal is valid only if Client signs (or already has in place) a contract which incorporates the Lan-Tel terms and conditions.
- 1.03 Client agrees to all terms and conditions herein, including payment terms and the timely return of Client Acceptance Form(s) provided upon project completion.
- 1.04 Sales tax, if included in this proposal, is an **ESTIMATE** of taxes based on the available tax-rate information for the installation location. Actual sales tax applied at time of billing will be Client's responsibility.
- 1.05 If Client declares exemption from State and Local sales tax, Proof of Tax Exemption must be provided prior to contract signing. If Tax Exemption Certificate is not on file at contract signing all taxes (State and Local) will apply.
- 1.06 Lan-Tel liability arising out of or relating to the work described in this quote is limited to the amount paid to Lan-Tel for this work.
- 1.07 This proposal is based on the completion of the entire scope of work. A reduction in the amount of work to be completed may increase the price of individual work functions.
- 1.08 If Client is not the property owner, then Client represents and warrants to Lan-Tel that it has obtained any necessary approvals from the property and/or building owner for this project.
- 1.09 Any new cable pathway structures (metallic conduit, duct, innerduct, pull-boxes, etc.) included in this proposal, shall be considered Client-owned.
- 1.10 Pricing is an **ESTIMATE** only, actual price and quantities will be determined in contract negotiations.
- 1.11 Material pricing in this proposal represents "price in effect" at the time of purchase. Receipt of a Client Purchase Order will authorize Lan-Tel to purchase the products required to complete the project as scheduled. Lan-Tel reserves the right to adjust this proposal based on the cost of materials at the time Client provides a Purchase Order.

2.0 Exclusions

- 2.01 This proposal does not include any costs associated with third party/independent quality assurance or testing.
- 2.02 This proposal does not include any bid or payment bonds (or associated costs).
- 2.03 This proposal does not include bringing the existing facilities up to code.
- 2.04 This proposal does not include grounding and bonding of *existing* equipment, manholes or cabling.
- 2.05 This proposal does not include assembly/reassembly of modular furniture.
- 2.06 This proposal does not include sales tax.

3.0 Schedule

- 3.01 Lan-Tel's requires a minimum of 5 working days notice before the start of work.
- 3.02 Lan-Tel installation charges indicated in this proposal are based on a construction interval as noted on the quotation sheet and/or Scope of Work. Client may be responsible for increased charges if additional labor or premium wages are required to achieve a shorter installation interval at Client's request. Client may be responsible for increased charges if additional labor or premium wages are required to maintain the contracted installation interval following Client delays.

Attachment B - Assumptions

- 3.03 Alterations or deviations, if any, from the above scope of work, or any delays or postponements of the work by the Client or its agents which result in additional materials or labor costs, will become an extra charge which will be billed as an addition to this proposal amount. Any extra move on or off the job site due to circumstances beyond Lan-Tel's control will be billed as an extra at hourly labor and equipment rates in effect at the time.
- 3.04 Lan-Tel will perform this job in its entirety only and all work will be performed within Lan-Tel's normal work schedules, unless Client contracts for premium work scheduling.
- 3.05 Completion date for this project will be negotiated pending contract signing and/or Client Purchase Order receipt by Lan-Tel, and may depend on the manufacturer's ability to ship the necessary products.
- 3.06 This proposal assumes all material and /or equipment will be transported standard ground fashion. No air freight or expedite costs are included.
- 3.07 Any delays caused by outside parties (i.e., the Client, general contractor, electricians or contract vendors other than Lan-Tel) will be documented and presented to the Point of Contact for resolution.

4.0 Existing Conditions

- 4.01 Lan-Tel assumes there are no abnormal environmental or hazardous conditions on the Client's premise which would require extraordinary safety and/or regulatory functions, activities, permits or certifications for Lan-Tel to perform the required work.
- 4.02 Lan-Tel assumes the client will provide free and clear cable pathways for the installation of the proposed cable system. Additional time, labor, and material required by Lan-Tel to make pathways free and clear shall be at Client's expense.
- 4.03 Existing conduit must be usable, undamaged, and have room to place additional cable/s. If existing conduit is not usable the Client will incur additional costs.
- 4.04 Unless specifically described otherwise in the Scope of Work, no provision has been made in this proposal for the removal, evacuation or disposal of Client-owned, obsolete cabling facilities or components. Compliance with local, state, and federal codes beyond the installation of the cabling system mentioned in this proposal, is the responsibility of Client.
- 4.05 Lan-Tel assumes an existing TIA-607 compliant Building Ground System meeting local, state, and national electrical codes within each telecommunications room. Where bonding to this ground system is required, Lan-Tel shall install a telecommunications grounding bus bar and #6 AWG ground conductor for bonding to the existing building grounding system. Where a building ground system is not installed, code or standards compliant, Client will be notified and given an opportunity to make appropriate corrections. Additional work performed by Lan-Tel to provide code or standard compliance shall be at Client's expense.
- 4.06 Lan-Tel does not guarantee Client's existing cable facilities.
- 4.07 Lan-Tel assumes all existing cable is color-coded and requires no tagging for identification.
- 4.08 Lan-Tel assumes client-provided quantities and footages are accurate. Additional costs incurred as a result of discrepancies may be charged to Client as a 'Change Order.'

5.0 Client Responsibilities

- 5.01 Client will be responsible for identifying all areas containing asbestos, lead paint, and /or other hazardous materials. Client will also be responsible for the removal and /or abatement of all hazardous materials and any associated costs.
- 5.02 Client will be responsible for identifying and additional costs associated with any Historical or environmental (endangered species, archeological sites/digs, etc.) issues.

Attachment B - Assumptions

- 5.03 Client is responsible for providing access to any buildings, equipment rooms, etc., necessary for Lan-Tel to complete the required work. Client will provide adequate parking for Lan-Tel equipment and employees at no additional cost to Lan-Tel or its sub-contractors, for the duration of this project.
- 5.04 Client will provide a point of contact to interface with Lan-Tel point of contact.
- 5.05 Client will provide access to all work areas during normal and after duty hours if required.
- 5.06 Client is responsible for providing adequate power and power access in locations where equipment is to be placed. If additional power is required it will be responsibility of Client.
- 5.07 Client is responsible for providing a safe, secure and lockable location for the storage of equipment and materials during the installation interval.
- 5.08 Client is responsible for all costs associated with permits, easements and / or right-of-ways.

Sales Agreement

In consideration of the extension of credit by Vendor, the undersigned Applicant agrees as follows:

- 1 The City of Belton accepts Lan-Tel's quote for fiber optic cabling in the amount of \$5,930.51. Terms are full payment due 45 days from invoice date. Any amounts not paid by the last day of the month following billing shall accrue interest at the maximum rate allowed by law per month from date due until paid. The undersigned purchaser agrees to pay, in the event the account becomes delinquent and is turned over to a third party for collection, or in the event that Vender successfully defends itself of others in any other litigation relating to this agreement, reasonable attorney's fees plus all attendant costs and fees.
- 2 Applicant will notify Vendor in writing of any disputed charges on the invoice within fifteen (15) calendar days of the invoice date. Failure to so notify Vendor in writing shall mean that Applicant agrees that the charges reflected on said billing are correct.
- 3 Applicant cannot return merchandise without Vendor's authorization. A restocking charge of 15% will be charged for all merchandise returned to the yard. If we pick up material a 20% restocking charge will apply. This charge will only be waived when the Vendor is in error.
- 4 Vendor shall not be liable for any delays in delivering merchandise.
- 5 Vendor shall not be liable for incidental or consequential losses, damages, or expenses directly or indirectly arising from the sale or use of the goods or from any other cause relating hereto, and Vendor's liability in any case is expressly limited to the replacement of goods (in the form originally shipped) or, at Vendor's election, to the repayment of, or crediting buyer with, and amount equal to the purchase price of such goods whether such claims are for breach of warranty or negligence.
- 6 Applicant agrees to immediately notify Vendor in writing of any change of ownership or form of the business of Applicant.
- 7 This agreement may only be modified or amended by writing duly executed by all parties hereto. After any cancellation, the terms of this Agreement shall apply to all merchandise sold prior to said written notification.
- 8 Those persons executing this agreement on behalf of Applicant warrant and represent that they have authority to bind Applicant and enter into this agreement.
- 9 The provisions contained in this agreement are severable and if any single provision is found to be unenforceable, it shall not make the remainder of this agreement unenforceable.
- 10 By signing this agreement, the applicant hereby consents to Lan-Tel Inc right to investigate their credit, employment, income and any other investigations Lan-Tel Inc deems necessary, to make a sound credit decision.
- 11 The undersigned also agrees that all suits, actions or other proceedings arising out of, or related directly or indirectly to this credit application or any sales of Lan-Tel Inc. goods shall be brought in the venue within the State of Missouri in the county of Cass. In the case a judgement is issued against the undersigned, any cost incurred after the judgement shall also be paid and borne to the undersigned.

SECTION VI

F

AN ORDINANCE OF THE CITY OF BELTON, MISSOURI, CALLING FOR AND ESTABLISHING THE DATE OF THE GENERAL CITY ELECTION FOR MUNICIPAL OFFICERS TO BE HELD ON APRIL 4, 2017.

WHEREAS, the seventy-ninth General Assembly of the State of Missouri, in its first regular session, passed the Comprehensive Election act of 1977 as amended, which provides that the municipal Election Day shall be the first (1st) Tuesday in April of each year, and

WHEREAS, according to the Belton City Charter Section 3.2(c) Election and Terms, the regular municipal election shall be held on the first (1st) Tuesday after the first (1st) Monday in April, or such day as may be mandated by State Law.

WHEREAS, on April 7, 2015, Scott Von Behren, was elected as Ward 1 Councilman; and

WHEREAS, on April 26, 2016, Scott Von Behren resigned as Ward 1 Councilman; and

WHEREAS, according to the Belton City Charter 3.7 (c) Filling of Vacancies, the City Council by a majority vote of all its remaining members appointed Ryan Finn on June 14, 2016, to fill the vacancy of Scott Von Behren, until the next regular municipal election as established by the Missouri election calendar in accordance with state law, for which timely notice may be given, when a person will be elected by qualified voters to serve the remainder of the unexpired term.

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

Section 1. That the annual election of officers of the City shall be held on the 4th day of April, 2017, in conformance with the Statutes of the State of Missouri and ordinances of the City of Belton.

At said election there shall be elected:

- (a) A Mayor for the full term of four (4) years.
- (b) A Chief of Police for a full term of four (4) years.
- (c) One (1) member of the City Council in Ward 1 for a term of one (1) years.

Section 2. The City Clerk of the City of Belton is empowered to do each and every act necessary to comply with the Comprehensive Election Act of 1977 as amended, and give notice as required by law. Candidate filing opens on December 13, 2016 and will close on January 17, 2017.

Section 3. That the City Clerk shall provide the County Clerk of Cass County, Missouri, an election order including legal notice of said election, suggested polling places and ballot layouts for said election within the City in accordance with the Missouri Revised Statutes.

Section 4. In accordance with the laws of the State of Missouri, the election authority shall certify the results of said election to the City Council of the City of Belton, who, in turn, shall certify said returns as provided for by law with said certification taking place at the first meeting of the City Council, regular or special, after the aforesaid election providing said certification is available.

Section 5. That the provisions of this ordinance are declared to be severable, and if any section, sentence, clause or phrase of this ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not effect the validity of remaining sections, sentences, clauses, and phrases of this ordinance, but they shall remain in effect, it being the legislative intent that this ordinance shall stand notwithstanding the invalidity of any part thereof.

Section 6. This ordinance shall be in full force and effect from and after its passage and approval.

READ FOR FIRST TIME: November 22, 2016

READ FOR SECOND TIME AND PASSED:

Mayor Jeff Davis

Approved this __ day of _____, 2016.

Mayor Jeff Davis

ATTEST:

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

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

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

G

AN ORDINANCE OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING THE CONSTRUCTION ENGINEERING CONTRACT WITH WILSON & COMPANY, INC., ENGINEERS & ARCHITECTS FOR CONSTRUCTION RELATED SERVICES FOR THE 155TH STREET WIDENING PROJECT IN THE NOT-TO-EXCEED AMOUNT OF \$44,000.

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

WHEREAS, on June 10, 2014, Ordinance No. 2014-4003 was approved by City Council for a Design Professional Service Agreement with Wilson & Company, Inc., Engineers & Architects for the preliminary design and engineering services of the 155th Street Widening Project; and

WHEREAS, on April 28, 2015, Resolution 2015-21 was approved by City Council for Supplemental Agreement No. 1 with Wilson & Company, Inc., Engineers & Architects to complete design and engineering services for the 155th Street Widening Project; and

WHEREAS, on May 26, 2015, Ordinance No. 2015-4100 was approved by City Council for the Missouri Highways and Transportation Commission STP-Urban Program Agreement for the 155th Street Improvements Project. This agreement states that the federal share for this project will be 80 percent not to exceed \$4,375,800 and because there is federal funding involved with the project, the Missouri Department of Transportation has a role in administering the project; and

WHEREAS, on April 26, 2016, Ordinance No. 2016-4208 was approved by City Council for the Amendment to Intergovernmental Cooperation Agreement with the City of Grandview, Missouri for administering the 155th Street Widening Project. It is expected that Grandview and Belton will evenly share the costs of this Supplemental Agreement No. 2 with Wilson & Company, Inc., Engineers and Architects for construction related services; and

WHEREAS, in a letter dated September 13, 2016 from Colin Victory of Missouri Department of Transportation, the City was authorized to advertise the STP 3322 (409) 155th Street Widening Project. The project was advertised during the week of October 10, 2016 and the Bid Opening was held on November 3, 2016 at 10:00 AM CST at City Hall Annex, 520 Main Street, Belton, MO 64012. The apparent low bidder is VF Anderson Builders LLC; and

WHEREAS, staff recommends that the City of Belton authorize and approve the Construction Engineering Contract with Wilson & Company, Inc., Engineers & Architects for Construction Related Services on the 155th Street Widening Project in the not-to-exceed amount of \$44,000 as set forth in Exhibit A attached hereto and made part hereof as fully as if set forth herein verbatim.

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

SECTION 1. That this ordinance authorizing and approving a the Construction Engineering Contract with Wilson & Company, Inc., Engineers & Architects to provide construction related

services for the 155th Street Widening Project at a not-to-exceed amount of \$44,000 is hereby approved for purposes described above.

SECTION 2. This ordinance shall take effect and be in full force from and after its passage and approval.

SECTION 4. That all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

READ FOR THE FIRST TIME: November 22, 2016

READ FOR THE SECOND TIME AND PASSED:

Mayor Jeff Davis

Approved this _____ day of _____, 2016.

Mayor Jeff Davis

ATTEST:

Patricia Ledford, City Clerk
City of Belton, Missouri

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

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

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

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



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: November 22, 2016

DIVISION: Engineering

COUNCIL: Regular Meeting Work Session Special Session

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

ISSUE/RECOMMENDATION:

Design of the 155th Street Widening Project is now complete and the project was advertised for bids on October 10, 2016. The Bid Opening was November 3, 2016 and construction is expected to start at the beginning of 2017.

Staff recommends City Council approve an agreement with Wilson & Company, Inc., Engineers & Architects for construction related services that includes, but is not limited to, reviewing shop drawings, conducting progress meetings with the City and Contractor, providing general project coordination (RFIs, site visits), and preparing as-constructed drawings.

Per the Intergovernmental Cooperative Agreement and Amendment to the Agreement, the Cities of Belton and Grandview would evenly split the costs of this agreement. Therefore, while the total contract amount is \$44,000, Belton's expense would be \$22,000.

PROPOSED CITY COUNCIL MOTION:

At the November 22, 2016 City Council Regular Session, authorize and approve the first reading of the Construction Engineering Contract with Wilson & Company, Inc., Engineers & Architects for Construction Related Services on the 155th Street Widening Project in the not-to-exceed amount of \$44,000.00.

BACKGROUND:

The 155th Street Widening Project has been under design since City Council approved a contract with Wilson & Company, Inc., Engineers & Architects for preliminary design and engineering services on June 10, 2014. On April 28, 2015, City Council approved a supplementary agreement with Wilson & Company, Engineers & Architects in order to complete the design and engineering services.

IMPACT/ANALYSIS:

FINANCIAL IMPACT

Contractor:	Wilson & Company, Inc., Engineers & Architects
Amount of Request/Contract:	\$ 44,000.00**
Amount Budgeted:	\$ 146,289.00
Funding Source:	442-5412-495-7112
Encumbered:	\$ 38,400.84 + 40,000 (Terracon Agreement)
Funds Remaining:	\$ 23,888.16**

****Per the Intergovernmental Cooperative Agreement and Amendment to the Agreement, the Cities of Belton and Grandview will evenly split the costs of this agreement.**

STAFF RECOMMENDATION, ACTION, AND DATE:

At the November 22, 2016 City Council Regular Session, authorize and approve the first reading of the construction engineering contract with Wilson & Company, Inc., Engineers & Architects for Construction Related Services on the 155th Street Widening Project in the not-to-exceed amount of \$44,000.00.

LIST OF REFERENCE DOCUMENTS ATTACHED:

Ordinance

Construction Engineering Contract

**CITY OF BELTON AND CITY OF GRANDVIEW, MISSOURI
3322 (409) 155TH STREET WIDENING**

CONSTRUCTION ENGINEERING CONTRACT

THIS CONTRACT is between the City of Belton, Missouri, hereinafter referred to as the "Local Agency", and Wilson & Company, Inc., Engineers & Architects, 800 East 101st Terr, Ste 200, Kansas City, MO hereinafter referred to as the "Engineer".

INASMUCH as funds have been made available by the Federal Highway Administration through its Surface Transportation Program, STP 3322 (409) 155th Street Widening, coordinated through the Missouri Department of Transportation, the Local Agency intends to construct improvements to 155th Street from Barat Road to Kentucky Road and requires professional engineering services. The Engineer will provide the Local Agency with professional services hereinafter detailed for the planning, design and construction inspection of the desired improvements and the Local Agency will pay the Engineer as provided in this contract. It is mutually agreed as follows:

ARTICLE I – SCOPE OF SERVICES

The Engineer will provide Construction Engineering services to the Local Agency as defined in Attachment A.

ARTICLE II - DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:

Article II not applicable to this Agreement.

ARTICLE III-ADDITIONAL SERVICES

The Local Agency reserves the right to request additional work, and changed or unforeseen conditions may require changes and work beyond the scope of this contract. In this event, a supplement to this agreement shall be executed and submitted for the approval of MoDOT prior to performing the additional or changed work or incurring any additional cost thereof. Any change in compensation will be covered in the supplement.

ARTICLE IV - RESPONSIBILITIES OF LOCAL AGENCY

The Local Agency will cooperate fully with the Engineer in the development of the project, including the following:

- A. make available all information pertaining to the project which may be in the possession of the Local Agency;
- B. provide the Engineer with the Local Agency's requirements for the project;

- C. make provisions for the Engineer to enter upon property at the project site for the performance of his duties;
- D. examine all studies and layouts developed by the Engineer, obtain reviews by MoDOT, and render decisions thereon in a prompt manner so as not to delay the Engineer;
- E. designate a Local Agency's employee to act as Local Agency's Person in Responsible Charge under this contract, such person shall have authority to transmit instructions, interpret the Local Agency's policies and render decisions with respect to matters covered by this agreement (see EPG 136.3);
- F. perform appraisals and appraisal review, negotiate with property owners and otherwise provide all services in connection with acquiring all right-of-way needed to construct this project.

ARTICLE V - PERIOD OF SERVICE

The Engineer will commence work within two weeks after receiving notice to proceed from the Local Agency. The general phases of work will be completed as construction progresses. The Contractor should complete the project by December 15, 2017.

The Local Agency will grant time extensions for delays due to unforeseeable causes beyond the control of and without fault or negligence of the Engineer. Requests for extensions of time shall be made in writing by the Engineer, before that phase of work is scheduled to be completed, stating fully the events giving rise to the request and justification for the time extension requested.

ARTICLE VI – STANDARDS

The Engineer shall be responsible for working with the Local Agency in determining the appropriate design parameters and construction specifications for the project using good engineering judgment based on the specific site conditions, Local Agency needs, and guidance provided in the most current version of EPG 136 LPA Policy. If the project is on the state highway system or is a bridge project, then the latest version of MoDOT's Engineering Policy Guide (EPG) and Missouri Standard Specifications for Highway Construction shall be used (see EPG 136.7). The project plans must also be in compliance with the latest ADA (Americans with Disabilities Act) Regulations.

ARTICLE VII - COMPENSATION

For services provided under this contract, the Local Agency will compensate the Engineer as follows:

- A. For engineering services through the completion of the project, the Local Agency will pay the Engineer the actual costs incurred consistent with the schedule of values included in this Agreement in Attachment B.
- B. The payment of costs under this contract will be limited to costs which are allowable under 23 CFR 172 and 48 CFR 31.

- C. **METHOD OF PAYMENT** - Partial payments for work satisfactorily completed will be made to the Engineer upon receipt of itemized invoices by the Local Agency. Invoices will be submitted no more frequently than once every two weeks and must be submitted monthly for invoices greater than \$10,000. A pro-rated portion of the fixed fee will be paid with each invoice. Upon receipt of the invoice and progress report, the Local Agency will, as soon as practical, but not later than 45 days from receipt, pay the Engineer for the services rendered, including the proportion of the fixed fee earned as reflected by the estimate of the portion of the services completed as shown by the progress report, less partial payments previously made. A late payment charge of one and one half percent (1.5%) per month shall be assessed for those invoiced amount not paid, through no fault of the Engineer, within 45 days after the Local Agency's receipt of the Engineer's invoice. The Local Agency will not be liable for the late payment charge on any invoice which requests payment for costs which exceed the proportion of the maximum amount payable earned as reflected by the estimate of the portion of the services completed, as shown by the progress report. The payment, other than the fixed fee, will be subject to final audit of actual expenses during the period of the Agreement.
- D. **PROPERTY ACCOUNTABILITY** - If it becomes necessary to acquire any specialized equipment for the performance of this contract, appropriate credit will be given for any residual value of said equipment after completion of usage of the equipment.

ARTICLE VIII - COVENANT AGAINST CONTINGENT FEES

The Engineer warrants that he has not employed or retained any company or person, other than a bona fide employee working for the Engineer, to solicit or secure this agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the Local Agency shall have the right to annul this agreement without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee, plus reasonable attorney's fees.

ARTICLE IX - SUBLETTING, ASSIGNMENT OR TRANSFER

No portion of the work covered by this contract, except as provided herein, shall be sublet or transferred without the written consent of the Local Agency. The subletting of the work shall in no way relieve the Engineer of his primary responsibility for the quality and performance of the work.

ARTICLE X - PROFESSIONAL ENDORSEMENT

All plans, specifications and other documents shall be endorsed by the Engineer and shall reflect the name and seal of the Professional Engineer endorsing the work. By signing and sealing the PS&E submittals the Engineer of Record will be representing to MoDOT that the design is meeting the intent of the federal aid programs.

ARTICLE XI - RETENTION OF RECORDS

The Engineer shall maintain all records, survey notes, design documents, cost and accounting records, construction records and other records pertaining to this contract and to the project covered by this contract, for a period of not less than three years following final payment by FHWA. Said records shall be made available for inspection by authorized representatives of the Local Agency, MoDOT or the federal government during regular working hours at the Engineer's place of business.

ARTICLE XII - OWNERSHIP OF DOCUMENTS

Plans, tracings, maps and specifications prepared under this contract shall be delivered to and become the property of the Local Agency upon termination or completion of work. Basic survey notes, design computations and other data prepared under this contract shall be made available to the Local Agency upon request. All such information produced under this contract shall be available for use by the Local Agency without restriction or limitation on its use. If the Local Agency incorporates any portion of the work into a project other than that for which it was performed, the Local Agency shall save the Engineer harmless from any claims and liabilities resulting from such use.

ARTICLE XIII – SUSPENSION OR TERMINATION OF AGREEMENT

- A. The Local Agency may, without being in breach hereof, suspend or terminate the Engineer's services under this Agreement, or any part of them, for cause or for the convenience of the Local Agency, upon giving to the Engineer at least fifteen (15) days' prior written notice of the effective date thereof. The Engineer shall not accelerate performance of services during the fifteen (15) day period without the express written request of the Local Agency.
- B. Should the Agreement be suspended or terminated for the convenience of the Local Agency, the Local Agency will pay to the Engineer its costs as set forth in Attachment B including actual hours expended prior to such suspension or termination and direct costs as defined in this Agreement for services performed by the Engineer, a proportional amount of the fixed fee based upon an estimated percentage of Agreement completion, plus reasonable costs incurred by the Engineer in suspending or terminating the services. The payment will make no other allowances for damages or anticipated fees or profits. In the event of a suspension of the services, the Engineer's compensation and schedule for performance of services hereunder shall be equitably adjusted upon resumption of performance of the services.
- C. The Engineer shall remain liable to the Local Agency for any claims or damages occasioned by any failure, default, or negligent errors and/or omission in carrying out the provisions of this Agreement during its life, including those giving rise to a termination for non-performance or breach by Engineer. This liability shall survive and shall not be waived, or estopped by final payment under this Agreement.
- D. The Engineer shall not be liable for any errors or omissions contained in deliverables which are incomplete as a result of a suspension or termination where the Engineer is deprived of the opportunity to complete the Engineer's services.

- E. Upon the occurrence of any of the following events, the Engineer may suspend performance hereunder by giving the Local Agency 30 days advance written notice and may continue such suspension until the condition is satisfactorily remedied by the Local Agency. In the event the condition is not remedied within 120 days of the Engineer's original notice, the Engineer may terminate this agreement.
1. Receipt of written notice from the Local Agency that funds are no longer available to continue performance.
 2. The Local Agency's persistent failure to make payment to the Engineer in a timely manner.
 3. Any material contract breach by the Local Agency.

ARTICLE XIV - DECISIONS UNDER THIS CONTRACT

The Local Agency will determine the acceptability of work performed under this contract, and will decide all questions which may arise concerning the project. The Local Agency's decision shall be final and conclusive.

ARTICLE XV - SUCCESSORS AND ASSIGNS

The Local Agency and the Engineer agree that this contract and all contracts entered into under the provisions of this contract shall be binding upon the parties hereto and their successors and assigns.

ARTICLE XVI - COMPLIANCE WITH LAWS

The Engineer shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the work, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d, 2000e), as well as with any applicable titles of the Americans with Disabilities Act (42 U.S.C. 12101, et seq.) and non-discrimination clauses incorporated herein, and shall procure all licenses and permits necessary for the fulfillment of obligations under this contract.

ARTICLE XVII - RESPONSIBILITY FOR CLAIMS AND LIABILITY

The Engineer agrees to save harmless the Local Agency, MoDOT and FHWA from all claims and liability due to his negligent acts or the negligent acts of his employees, agents or subcontractors.

ARTICLE XVIII - NONDISCRIMINATION

The Engineer, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color or national origin in the selection and retention of subcontractors. The Engineer will comply with state and federal related to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964,

as amended (42 U.S.C. 2000d, 2000e), as well as with any applicable titles of the Americans with Disabilities Act (42 U.S.C. 12101, et seq.). More specifically, the Engineer will comply with the regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation, as contained in 49 CFR 21 through Appendix H and 23 CFR 710.405 which are herein incorporated by reference and made a part of this contract. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Engineer's obligations under this contract and the regulations relative to non-discrimination on the ground of color, race or national origin.

ARTICLE XIX – LOBBY CERTIFICATION

CERTIFICATION ON LOBBYING: Since federal funds are being used for this agreement, the Engineer's signature on this agreement constitutes the execution of all certifications on lobbying which are required by 49 C.F.R. Part 20 including Appendix A and B to Part 20. Engineer agrees to abide by all certification or disclosure requirements in 49 C.F.R. Part 20 which are incorporated herein by reference.

ARTICLE XX – INSURANCE

- A. The Engineer shall maintain commercial general liability, automobile liability, and worker's compensation and employer's liability insurance in full force and effect to protect the Engineer 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 Engineer 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.
- B. The Engineer shall also maintain professional liability insurance to protect the Engineer against the negligent acts, errors, or omissions of the Engineer and those for whom it is legally responsible, arising out of the performance of professional services under this Agreement.
- C. The Engineer's insurance coverage shall be for not less than the following limits of liability:
 - 1. Commercial General Liability: \$2,500,000 combined single limit for each occurrence; \$2,500,000 general aggregate.
 - 2. Automobile Liability: \$2,500,000
 - 3. Worker's Compensation in accordance with the statutory limits; and Employer's Liability: \$2,500,000 each occurrence; and
- D. The Engineer shall, upon request at any time, provide the Local Agency with certificates of insurance evidencing the Engineer's commercial general or professional liability ("Errors and Omissions") policies and evidencing that they and all other required insurance are in effect as to the services under this Agreement.
- E. Any insurance policy required as specified in (ARTICLE XX) 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.

ARTICLE XXI - ATTACHMENTS

The following exhibits are attached hereto and are hereby made part of this contract:

Attachment A – Scope of Service

Attachment B – Estimate of Cost

Attachment C - Certification Regarding Debarment, Suspension, and Other
Responsibility Matters - Primary Covered Transactions.

Attachment D - Certification Regarding Debarment, Suspension, and Ineligibility and
Voluntary Exclusion - Lower Tier Covered Transactions.

Attachment E – DBE Contract Provisions

Attachment F – Fig. 136.4.15 Conflict of Interest Disclosure Form

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

Executed by the Engineer this _____ day of _____, 20____.

CITY:

BY: _____
Mayor – Jeff Davis

ATTEST: _____
City Clerk - Patricia Ledford

ENGINEER:

BY: _____

ATTEST: _____

I hereby certify under Section 50.660 RSMo there is either: (1) a balance of funds, otherwise unencumbered, to the credit of the appropriation to which the obligation contained herein is chargeable, and a cash balance otherwise unencumbered, in the Treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation contained herein; or (2) bonds or taxes have been authorized by vote of the people and there is a sufficient unencumbered amount of the bonds yet to be sold or of the taxes levied and yet to be collected to meet the obligation in case there is not a sufficient unencumbered cash balance in the treasury.

City Finance Director – Sheila Emzen

ATTACHMENT A

Scope of Services

Wilson & Company, Inc., Engineers & Architects Scope of Services

WILSON & COMPANY, INC., ENGINEERS & ARCHITECTS

SCOPE OF SERVICES

The purpose of this contract is to provide Construction Related Services for the 155th Street Widening project.

Detailed Scope of Services

Section 1 – Construction Related Services

1.1. Attend Pre-Construction Meeting

The Consultant shall attend a pre-construction meeting as scheduled by the City.

1.2. Shop Drawing Review

The Consultant shall review shop drawings submitted by the Contractor including, but not limited to:

- Mix Designs
- Aggregate Materials
- Drainage Structures
- Pipe
- Roadway base materials
- Fencing
- Erosion Control
- Landscaping materials
- Other Items as Required

1.3 Monthly Progress Meetings

The Consultant shall attend monthly progress meetings as scheduled by the City.

1.4 General Project Coordination

The Consultant shall respond to RFIs, review change order requests, perform site visits, and attend meetings as requested to resolve routine construction issues which may arise during the 1 year construction duration. It is anticipated that four (4) hours per week will be required for general project coordination.

1.5 As-Constructed Drawings

The Consultant will prepare as-constructed drawings based on plan mark-ups from the contractor and inspectors. The City shall supply a copy of the record drawings from the Contractor, a copy of the Field Inspector's notes, and any other documentation needed in the preparation of the as-constructed drawings. An as-constructed field survey will not be performed.

1.6 Shape Files

The Consultant will provide the City with ArcView shape files of the water main, storm sewer, sanitary sewer, and other as-construction facilities as requested.

ATTACHMENT B

Estimate of Cost

Wilson & Company, Inc., Engineers & Architects Fee Estimate

Project: 155th Street Widening
 By: JCKlaudt
 Date: September 23, 2016
 Client: Belton, MO
 Notes: Construction Related Services

Fee Reviewed by: CDL
Date: 09/23/16

FEE ESTIMATE WORKSHEET



TASK CODE: CLASSIFICATION:		P5	PD2				
TASK I.D.	WORK TASK DESCRIPTION	Project Manager	CADD Designer	TOTAL HOURS	LABOR EFFORT	EXPENSE EFFORT	TOTAL FEE
TASK	TITLE:	LABOR COST:					
PHASE 1 - CONSTRUCTION RELATED SERVICES							
1.1	Pre-Construction Meeting	2		2.00	\$ 318.00	\$ -	\$ 318.00
1.2	Shop Drawing Review	16		16.00	\$ 2,544.00	\$ -	\$ 2,544.00
1.3	Monthly Progress Meetings (12)	24		24.00	\$ 3,816.00	\$ 288.00	\$ 4,104.00
1.4	General Project Coordination (4 hrs per week)	200		200.00	\$ 31,800.00	\$ 240.00	\$ 32,040.00
1.5	As-Constructed Drawings	4	40	44.00	\$ 3,756.00	\$ 296.00	\$ 4,052.00
1.6	Shape Files	2	8	10.00	\$ 942.00	\$ -	\$ 942.00
	Subtotal	248	48	296.00	\$ 43,176.00	\$ 824.00	\$ 44,000.00
TOTALS		248	48	296.00	\$ 43,176.00	\$ 824.00	\$ 44,000.00

ATTACHMENT C

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-- Lower Tier Covered Transaction" provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the

method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to check the Nonprocurement List at the Excluded Parties List System.

<https://www.epls.gov/epls/search.do?page=A&status=current&agency=69#A>.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters -Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 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-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of 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; violation of Federal or State antitrust statutes or commission of 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 governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ATTACHMENT D

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List at the Excluded Parties List System.
<https://www.epls.gov/eplsearch.do?page=A&status=current&agency=69#A>.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended,

debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Attachment E
Disadvantage Business Enterprise Contract Provisions

1. Policy: It is the policy of the U.S. Department of Transportation and the Local Agency that businesses owned by socially and economically disadvantaged individuals (DBE's) as defined in 49 C.F.R. Part 26 have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Thus, the requirements of 49 C.F.R. Part 26 and Section 1101(b) of the Transportation Equity Act for the 21st Century (TEA-21) apply to this Agreement.

2. Obligation of the Engineer to DBE's: The Engineer agrees to assure that DBEs have the maximum opportunity to participate in the performance of this Agreement and any subconsultant agreement financed in whole or in part with federal funds. In this regard the Engineer shall take all necessary and reasonable steps to assure that DBEs have the maximum opportunity to compete for and perform services. The Engineer shall not discriminate on the basis of race, color, religion, creed, disability, sex, age, or national origin in the performance of this Agreement or in the award of any subsequent subconsultant agreement.

3. Geographic Area for Solicitation of DBEs: The Engineer shall seek DBEs in the same geographic area in which the solicitation for other subconsultants is made. If the Engineer cannot meet the DBE goal using DBEs from that geographic area, the Engineer shall, as a part of the effort to meet the goal, expand the search to a reasonably wider geographic area.

4. Determination of Participation Toward Meeting the DBE Goal: DBE participation shall be counted toward meeting the goal as follows:

A. Once a firm is determined to be a certified DBE, the total dollar value of the subconsultant agreement awarded to that DBE is counted toward the DBE goal set forth above.

B. The Engineer may count toward the DBE goal a portion of the total dollar value of a subconsultant agreement with a joint venture eligible under the DBE standards, equal to the percentage of the ownership and control of the DBE partner in the joint venture.

C. The Engineer may count toward the DBE goal expenditures to DBEs who perform a commercially useful function in the completion of services required in this Agreement. A DBE is considered to perform a commercially useful function when the DBE is responsible for the execution of a distinct element of the services specified in the Agreement and the carrying out of those responsibilities by actually performing, managing and supervising the services involved and providing the desired product.

D. A Engineer may count toward the DBE goal its expenditures to DBE firms consisting of fees or commissions charged for providing a bona fide service, such as professional, technical, consultant, or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for the performance of this Agreement, provided that the fee or commission is determined by MoDOT's External Civil Rights Division to be reasonable and not excessive as compared with fees customarily allowed for similar services.

E. The Engineer is encouraged to use the services of banks owned and controlled by socially and economically disadvantaged individuals.

5. Replacement of DBE Subconsultants: The Engineer shall make good faith efforts to replace a DBE Subconsultant, who is unable to perform satisfactorily, with another DBE Subconsultant. Replacement firms must be approved by MoDOT's External Civil Rights Division.

6. Verification of DBE Participation: Prior to final payment by the Local Agency, the Engineer shall file a list with the Local Agency showing the DBEs used and the services performed. The list shall show the actual dollar amount paid to each DBE that is applicable to the percentage participation established in this Agreement. Failure on the part of the Engineer to achieve the DBE participation specified in this Agreement may result in sanctions being imposed on the Commission for noncompliance with 49 C.F.R. Part 26 and/or Section 1101(b) of TEA-21. If the total DBE participation is less than the goal amount stated by the MoDOT's External Civil Rights Division, liquidated damages may be assessed to the Engineer.

Therefore, in order to liquidate such damages, the monetary difference between the amount of the DBE goal dollar amount and the amount actually paid to the DBEs for performing a commercially useful function will be deducted from the Engineer's payments as liquidated damages. If this Agreement is awarded with less than the goal amount stated above by MoDOT's External Civil Rights Division, that lesser amount shall become the goal amount and shall be used to determine liquidated damages. No such deduction will be made when, for reasons beyond the control of the Engineer, the DBE goal amount is not met.

7. Documentation of Good Faith Efforts to Meet the DBE Goal: The Agreement goal is established by MoDOT's External Civil Rights Division. The Engineer must document the good faith efforts it made to achieve that DBE goal, if the agreed percentage specified is less than the percentage stated. The Good Faith Efforts documentation shall illustrate reasonable efforts to obtain DBE Participation. Good faith efforts to meet this DBE goal amount may include such items as, but are not limited to, the following:

A. Attended a meeting scheduled by the Department to inform DBEs of contracting or consulting opportunities.

B. Advertised in general circulation trade association and socially and economically disadvantaged business directed media concerning DBE subcontracting opportunities.

C. Provided written notices to a reasonable number of specific DBEs that their interest in a subconsultant agreement is solicited in sufficient time to allow the DBEs to participate effectively.

D. Followed up on initial solicitations of interest by contacting DBEs to determine with certainty whether the DBEs were interested in subconsulting work for this Agreement.

E. Selected portions of the services to be performed by DBEs in order to increase the likelihood of meeting the DBE goal (including, where appropriate, breaking down subconsultant agreements into economically feasible units to facilitate DBE participation).

F. Provided interested DBEs with adequate information about plans, specifications and requirements of this Agreement.

G. Negotiated in good faith with interested DBEs, and not rejecting DBEs as unqualified without sound reasons, based on a thorough investigation of their capabilities.

H. Made efforts to assist interested DBEs in obtaining any bonding, lines of credit or insurance required by the Commission or by the Engineer.

I. Made effective use of the services of available disadvantaged business organizations, minority contractors' groups, disadvantaged business assistance offices, and other organizations that provide assistance in the recruitment and placement of DBE firms.

8. Good Faith Efforts to Obtain DBE Participation: If the Engineer's agreed DBE goal amount as specified is less than the established DBE goal given, then the Engineer certifies that good faith efforts were taken by Engineer in an attempt to obtain the level of DBE participation set by MoDOT's External Civil Rights.

Attachment F – Fig. 136.4.15
Conflict of Interest Disclosure Form for LPA/Consultants
Local Federal-aid Transportation Projects

Firm Name (Consultant): Wilson & Company, Inc., Engineers & Architects

Project Owner (LPA): City of Belton, Missouri

Project Name: 155th Street Widening

Project Number: STP 3322 (409)

As the LPA and/or consultant for the above local federal-aid transportation project, I have:

1. Reviewed the conflict of interest information found in Missouri's Local Public Agency Manual (EPG 136.4)
2. Reviewed the Conflict of Interest laws, including 23 CFR § 1.33, 49 CFR 18.36.

And, to the best of my knowledge, determined that, for myself, any owner, partner or employee, with my firm or any of my sub-consulting firms providing services for this project, including family members and personal interests of the above persons, there are:

No real or potential conflicts of interest
If no conflicts have been identified, complete and sign this form and submit to LPA

Real conflicts of interest or the potential for conflicts of interest
If a real or potential conflict has been identified, describe on an attached sheet the nature of the conflict, and provide a detailed description of Consultant's proposed mitigation measures (if possible). Complete and sign this form and send it, along with all attachments, to the appropriate MoDOT District Representative, along with the executed engineering services contract.

LPA

Consultant

Printed Name: _____

Printed Name: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

SECTION VI

H

AN ORDINANCE OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING THE CONSTRUCTION ENGINEERING CONTRACT WITH TERRACON CONSULTANTS, INC. FOR CONSTRUCTION RELATED SERVICES FOR THE 155TH STREET WIDENING PROJECT IN THE NOT-TO-EXCEED AMOUNT OF \$40,000.

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

WHEREAS, on June 10, 2014, Ordinance No. 2014-4003 was approved by City Council for a Design Professional Service Agreement with Wilson & Company, Inc., Engineers & Architects for the preliminary design and engineering services of the 155th Street Widening Project; and

WHEREAS, on April 28, 2015, Resolution 2015-21 was approved by City Council for Supplemental Agreement No. 1 with Wilson & Company, Inc., Engineers & Architects to complete design and engineering services for the 155th Street Widening Project; and

WHEREAS, on May 26, 2015, Ordinance No. 2015-4100 was approved by City Council for the Missouri Highways and Transportation Commission STP-Urban Program Agreement for the 155th Street Improvements Project. This agreement states that the federal share for this project will be 80 percent not to exceed \$4,375,800 and because there is federal funding involved with the project, the Missouri Department of Transportation has a role in administering the project; and

WHEREAS, on April 26, 2016, Ordinance No. 2016-4208 was approved by City Council for the Amendment to Intergovernmental Cooperation Agreement with the City of Grandview, Missouri for administering the 155th Street Widening Project. It is expected that Grandview and Belton will evenly share the costs of this Supplemental Agreement No. 2 with Wilson & Company, Inc., Engineers and Architects for construction related services; and

WHEREAS, in a letter dated September 13, 2016 from Colin Victory of Missouri Department of Transportation, the City was authorized to advertise the STP 3322 (409) 155th Street Widening Project. The project was advertised during the week of October 10, 2016 and the Bid Opening was held on November 3, 2016 at 10:00 AM CST at City Hall Annex, 520 Main Street, Belton, MO 64012. The apparent low bidder is VF Anderson Builders LLC; and

WHEREAS, staff recommends that the City of Belton authorize and approve the Construction Engineering Contract with Terracon Consultants, Inc. for Construction Related Services on the 155th Street Widening Project in the not-to-exceed amount of \$40,000 as set forth in Exhibit A attached hereto and made part hereof as fully as if set forth herein verbatim.

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

SECTION 1. That this ordinance authorizing and approving a the construction engineering contract with Terracon Consultants, Inc. to provide construction related services for the 155th

Street Widening Project at a not-to-exceed amount of \$40,000 is hereby approved for purposes described above.

SECTION 2. This ordinance shall take effect and be in full force from and after its passage and approval.

SECTION 4. That all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

READ FOR THE FIRST TIME: November 22, 2016

READ FOR THE SECOND TIME AND PASSED:

Mayor Jeff Davis

Approved this _____ day of _____, 2016.

Mayor Jeff Davis

ATTEST:

Patricia Ledford, City Clerk
City of Belton, Missouri

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

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

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

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



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: November 22, 2016

DIVISION: Engineering

COUNCIL: Regular Meeting Work Session Special Session

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

ISSUE/RECOMMENDATION:

Design of the 155th Street Widening Project is now complete and the project was advertised for bids on October 10, 2016. The Bid Opening was November 3, 2016 and construction is expected to start at the beginning of 2017.

Staff recommends City Council approve an agreement with Terracon Consultants, Inc. for construction related services that includes materials testing. While the Terracon Proposal included in the contract is in the amount of \$34,858, staff recommends approval of up to \$40,000 for materials testing due to the unforeseen events that may take place during construction.

Per the Intergovernmental Cooperative Agreement and Amendment to the Agreement, the Cities of Belton and Grandview would evenly split the costs of this agreement. Therefore, while the total contract amount is \$40,000, Belton's expense would be \$20,000.

PROPOSED CITY COUNCIL MOTION:

At the November 22, 2016 City Council Regular Session, authorize and approve the first reading of the Construction Engineering Contract with Terracon Consultants, Inc. for Construction Related Services on the 155th Street Widening Project in the not-to-exceed amount of \$40,000.00.

BACKGROUND:

The 155th Street Widening Project has been under design since City Council approved a contract with Wilson & Company, Inc., Engineers & Architects for preliminary design and engineering services on June 10, 2014. On April 28, 2015, City Council approved a supplementary agreement with Wilson & Company, Engineers & Architects in order to complete the design and engineering services.

IMPACT/ANALYSIS:

FINANCIAL IMPACT

Contractor:	Terracon Consultants, Inc.
Amount of Request/Contract:	\$ 40,000.00**
Amount Budgeted:	\$ 146,289.00
Funding Source:	442-5412-495-7112
Encumbered:	\$ 38,400.84 + 44,000 (Wilson Agreement)
Funds Remaining:	\$ 23,888.16**

****Per the Intergovernmental Cooperative Agreement and Amendment to the Agreement, the Cities of Belton and Grandview will evenly split the costs of this agreement.**

STAFF RECOMMENDATION, ACTION, AND DATE:

At the November 22, 2016 City Council Regular Session, authorize and approve the first reading of the Construction Engineering Contract with Terracon Consultants, Inc. for Construction Related Services on the 155th Street Widening Project in the not-to-exceed amount of \$40,000.00.

LIST OF REFERENCE DOCUMENTS ATTACHED:

- Ordinance
- Construction Engineering Contract

**CITY OF BELTON AND CITY OF GRANDVIEW, MISSOURI
3322 (409) 155TH STREET WIDENING**

CONSTRUCTION ENGINEERING CONTRACT

THIS CONTRACT is between the City of Belton, Missouri, hereinafter referred to as the "Local Agency", and Terracon Consultants, Inc., 13910 West 96th Terrace, Lenexa Kansas 66215 hereinafter referred to as the "Engineer".

INASMUCH as funds have been made available by the Federal Highway Administration through its Surface Transportation Program, STP 3322 (409) 155th Street Widening, coordinated through the Missouri Department of Transportation, the Local Agency intends to construct improvements to 155th Street from Barat Road to Kentucky Road and requires professional engineering services. The Engineer will provide the Local Agency with professional services hereinafter detailed for the planning, design and construction inspection of the desired improvements and the Local Agency will pay the Engineer as provided in this contract. It is mutually agreed as follows:

ARTICLE I – SCOPE OF SERVICES

The Engineer will provide Construction Engineering services to the Local Agency as defined in Attachment A.

ARTICLE II - DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:

Article II not applicable to this Agreement.

ARTICLE III-ADDITIONAL SERVICES

The Local Agency reserves the right to request additional work, and changed or unforeseen conditions may require changes and work beyond the scope of this contract. In this event, a supplement to this agreement shall be executed and submitted for the approval of MoDOT prior to performing the additional or changed work or incurring any additional cost thereof. Any change in compensation will be covered in the supplement.

ARTICLE IV - RESPONSIBILITIES OF LOCAL AGENCY

The Local Agency will cooperate fully with the Engineer in the development of the project, including the following:

- A. make available all information pertaining to the project which may be in the possession of the Local Agency;
- B. provide the Engineer with the Local Agency's requirements for the project;

- C. make provisions for the Engineer to enter upon property at the project site for the performance of his duties;
- D. examine all studies and layouts developed by the Engineer, obtain reviews by MoDOT, and render decisions thereon in a prompt manner so as not to delay the Engineer;
- E. designate a Local Agency's employee to act as Local Agency's Person in Responsible Charge under this contract, such person shall have authority to transmit instructions, interpret the Local Agency's policies and render decisions with respect to matters covered by this agreement (see EPG 136.3);
- F. perform appraisals and appraisal review, negotiate with property owners and otherwise provide all services in connection with acquiring all right-of-way needed to construct this project.

ARTICLE V - PERIOD OF SERVICE

The Engineer will commence work within two weeks after receiving notice to proceed from the Local Agency. The general phases of work will be completed as construction progresses. The Contractor should complete the project by December 15, 2017.

The Local Agency will grant time extensions for delays due to unforeseeable causes beyond the control of and without fault or negligence of the Engineer. Requests for extensions of time shall be made in writing by the Engineer, before that phase of work is scheduled to be completed, stating fully the events giving rise to the request and justification for the time extension requested.

ARTICLE VI – STANDARDS

The Engineer shall be responsible for working with the Local Agency in determining the appropriate design parameters and construction specifications for the project using good engineering judgment based on the specific site conditions, Local Agency needs, and guidance provided in the most current version of EPG 136 LPA Policy. If the project is on the state highway system or is a bridge project, then the latest version of MoDOT's Engineering Policy Guide (EPG) and Missouri Standard Specifications for Highway Construction shall be used (see EPG 136.7). The project plans must also be in compliance with the latest ADA (Americans with Disabilities Act) Regulations.

ARTICLE VII - COMPENSATION

For services provided under this contract, the Local Agency will compensate the Engineer as follows:

- A. For engineering services through the completion of the project, the Local Agency will pay the Engineer the actual costs incurred consistent with the schedule of values included in this Agreement in Attachment B.
- B. The payment of costs under this contract will be limited to costs which are allowable under 23 CFR 172 and 48 CFR 31.

- C. **METHOD OF PAYMENT** - Partial payments for work satisfactorily completed will be made to the Engineer upon receipt of itemized invoices by the Local Agency. Invoices will be submitted no more frequently than once every two weeks and must be submitted monthly for invoices greater than \$10,000. A pro-rated portion of the fixed fee will be paid with each invoice. Upon receipt of the invoice and progress report, the Local Agency will, as soon as practical, but not later than 45 days from receipt, pay the Engineer for the services rendered, including the proportion of the fixed fee earned as reflected by the estimate of the portion of the services completed as shown by the progress report, less partial payments previously made. A late payment charge of one and one half percent (1.5%) per month shall be assessed for those invoiced amount not paid, through no fault of the Engineer, within 45 days after the Local Agency's receipt of the Engineer's invoice. The Local Agency will not be liable for the late payment charge on any invoice which requests payment for costs which exceed the proportion of the maximum amount payable earned as reflected by the estimate of the portion of the services completed, as shown by the progress report. The payment, other than the fixed fee, will be subject to final audit of actual expenses during the period of the Agreement.
- D. **PROPERTY ACCOUNTABILITY** - If it becomes necessary to acquire any specialized equipment for the performance of this contract, appropriate credit will be given for any residual value of said equipment after completion of usage of the equipment.

ARTICLE VIII - COVENANT AGAINST CONTINGENT FEES

The Engineer warrants that he has not employed or retained any company or person, other than a bona fide employee working for the Engineer, to solicit or secure this agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the Local Agency shall have the right to annul this agreement without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee, plus reasonable attorney's fees.

ARTICLE IX - SUBLETTING, ASSIGNMENT OR TRANSFER

No portion of the work covered by this contract, except as provided herein, shall be sublet or transferred without the written consent of the Local Agency. The subletting of the work shall in no way relieve the Engineer of his primary responsibility for the quality and performance of the work.

ARTICLE X - PROFESSIONAL ENDORSEMENT

All plans, specifications and other documents shall be endorsed by the Engineer and shall reflect the name and seal of the Professional Engineer endorsing the work. By signing and sealing the PS&E submittals the Engineer of Record will be representing to MoDOT that the design is meeting the intent of the federal aid programs.

ARTICLE XI - RETENTION OF RECORDS

The Engineer shall maintain all records, survey notes, design documents, cost and accounting records, construction records and other records pertaining to this contract and to the project covered by this contract, for a period of not less than three years following final payment by FHWA. Said records shall be made available for inspection by authorized representatives of the Local Agency, MoDOT or the federal government during regular working hours at the Engineer's place of business.

ARTICLE XII - OWNERSHIP OF DOCUMENTS

Plans, tracings, maps and specifications prepared under this contract shall be delivered to and become the property of the Local Agency upon termination or completion of work. Basic survey notes, design computations and other data prepared under this contract shall be made available to the Local Agency upon request. All such information produced under this contract shall be available for use by the Local Agency without restriction or limitation on its use. If the Local Agency incorporates any portion of the work into a project other than that for which it was performed, the Local Agency shall save the Engineer harmless from any claims and liabilities resulting from such use.

ARTICLE XIII – SUSPENSION OR TERMINATION OF AGREEMENT

- A. The Local Agency may, without being in breach hereof, suspend or terminate the Engineer's services under this Agreement, or any part of them, for cause or for the convenience of the Local Agency, upon giving to the Engineer at least fifteen (15) days' prior written notice of the effective date thereof. The Engineer shall not accelerate performance of services during the fifteen (15) day period without the express written request of the Local Agency.
- B. Should the Agreement be suspended or terminated for the convenience of the Local Agency, the Local Agency will pay to the Engineer its costs as set forth in Attachment B including actual hours expended prior to such suspension or termination and direct costs as defined in this Agreement for services performed by the Engineer, a proportional amount of the fixed fee based upon an estimated percentage of Agreement completion, plus reasonable costs incurred by the Engineer in suspending or terminating the services. The payment will make no other allowances for damages or anticipated fees or profits. In the event of a suspension of the services, the Engineer's compensation and schedule for performance of services hereunder shall be equitably adjusted upon resumption of performance of the services.
- C. The Engineer shall remain liable to the Local Agency for any claims or damages occasioned by any failure, default, or negligent errors and/or omission in carrying out the provisions of this Agreement during its life, including those giving rise to a termination for non-performance or breach by Engineer. This liability shall survive and shall not be waived, or estopped by final payment under this Agreement.
- D. The Engineer shall not be liable for any errors or omissions contained in deliverables which are incomplete as a result of a suspension or termination where the Engineer is deprived of the opportunity to complete the Engineer's services.

- E. Upon the occurrence of any of the following events, the Engineer may suspend performance hereunder by giving the Local Agency 30 days advance written notice and may continue such suspension until the condition is satisfactorily remedied by the Local Agency. In the event the condition is not remedied within 120 days of the Engineer's original notice, the Engineer may terminate this agreement.
1. Receipt of written notice from the Local Agency that funds are no longer available to continue performance.
 2. The Local Agency's persistent failure to make payment to the Engineer in a timely manner.
 3. Any material contract breach by the Local Agency.

ARTICLE XIV - DECISIONS UNDER THIS CONTRACT

The Local Agency will determine the acceptability of work performed under this contract, and will decide all questions which may arise concerning the project. The Local Agency's decision shall be final and conclusive.

ARTICLE XV - SUCCESSORS AND ASSIGNS

The Local Agency and the Engineer agree that this contract and all contracts entered into under the provisions of this contract shall be binding upon the parties hereto and their successors and assigns.

ARTICLE XVI - COMPLIANCE WITH LAWS

The Engineer shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the work, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d, 2000e), as well as with any applicable titles of the Americans with Disabilities Act (42 U.S.C. 12101, et seq.) and non-discrimination clauses incorporated herein, and shall procure all licenses and permits necessary for the fulfillment of obligations under this contract.

ARTICLE XVII - RESPONSIBILITY FOR CLAIMS AND LIABILITY

The Engineer agrees to save harmless the Local Agency, MoDOT and FHWA from all claims and liability due to his negligent acts or the negligent acts of his employees, agents or subcontractors.

ARTICLE XVIII - NONDISCRIMINATION

The Engineer, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color or national origin in the selection and retention of subcontractors. The Engineer will comply with state and federal related to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964,

as amended (42 U.S.C. 2000d, 2000e), as well as with any applicable titles of the Americans with Disabilities Act (42 U.S.C. 12101, et seq.). More specifically, the Engineer will comply with the regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation, as contained in 49 CFR 21 through Appendix H and 23 CFR 710.405 which are herein incorporated by reference and made a part of this contract. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Engineer's obligations under this contract and the regulations relative to non-discrimination on the ground of color, race or national origin.

ARTICLE XIX – LOBBY CERTIFICATION

CERTIFICATION ON LOBBYING: Since federal funds are being used for this agreement, the Engineer's signature on this agreement constitutes the execution of all certifications on lobbying which are required by 49 C.F.R. Part 20 including Appendix A and B to Part 20. Engineer agrees to abide by all certification or disclosure requirements in 49 C.F.R. Part 20 which are incorporated herein by reference.

ARTICLE XX – INSURANCE

- A. The Engineer shall maintain commercial general liability, automobile liability, and worker's compensation and employer's liability insurance in full force and effect to protect the Engineer 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 Engineer 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.
- B. The Engineer shall also maintain professional liability insurance to protect the Engineer against the negligent acts, errors, or omissions of the Engineer and those for whom it is legally responsible, arising out of the performance of professional services under this Agreement.
- C. The Engineer's insurance coverage shall be for not less than the following limits of liability:
 - 1. Commercial General Liability: \$2,500,000 combined single limit for each occurrence; \$2,500,000 general aggregate.
 - 2. Automobile Liability: \$2,500,000
 - 3. Worker's Compensation in accordance with the statutory limits; and Employer's Liability: \$2,500,000 each occurrence; and
- D. The Engineer shall, upon request at any time, provide the Local Agency with certificates of insurance evidencing the Engineer's commercial general or professional liability ("Errors and Omissions") policies and evidencing that they and all other required insurance are in effect as to the services under this Agreement.
- E. Any insurance policy required as specified in (ARTICLE XX) 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.

ARTICLE XXI - ATTACHMENTS

The following exhibits are attached hereto and are hereby made part of this contract:

Attachment A – Scope of Service

Attachment B – Estimate of Cost

Attachment C - Certification Regarding Debarment, Suspension, and Other
Responsibility Matters - Primary Covered Transactions.

Attachment D - Certification Regarding Debarment, Suspension, and Ineligibility and
Voluntary Exclusion - Lower Tier Covered Transactions.

Attachment E – DBE Contract Provisions

Attachment F – Fig. 136.4.15 Conflict of Interest Disclosure Form

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

Executed by the Engineer this _____ day of _____, 20_____.

CITY:

BY: _____
Mayor – Jeff Davis

ATTEST: _____
City Clerk - Patricia Ledford

ENGINEER:

BY: _____

ATTEST: _____

I hereby certify under Section 50.660 RSMo there is either: (1) a balance of funds, otherwise unencumbered, to the credit of the appropriation to which the obligation contained herein is chargeable, and a cash balance otherwise unencumbered, in the Treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation contained herein; or (2) bonds or taxes have been authorized by vote of the people and there is a sufficient unencumbered amount of the bonds yet to be sold or of the taxes levied and yet to be collected to meet the obligation in case there is not a sufficient unencumbered cash balance in the treasury.

City Finance Director – Sheila Ernzen

ATTACHMENT A

Scope of Services

Terracon Consultants, Inc. Scope of Services



October 31, 2016

City of Belton, Missouri
509 Main Street
Belton, Missouri 64012

Attn: Ms. Kate Patras
P: 816.331.4331
E: kpatras@belton.org

Re: Preliminary Proposal for Construction Observation and Testing Services
155th Street Widening – Barat Avenue to Kentucky Road
Belton / Grandview, Missouri
Terracon Proposal No. P02161553

Dear Ms. Patras:

Terracon Consultants, Inc. (Terracon) is pleased to submit this preliminary proposal to provide construction observation and materials testing services for the above-referenced project. This preliminary proposal summarizes our understanding of the project and presents our anticipated scope of services. Our fee schedule, an estimated cost for our services, and our *Master Services Agreement Task Order* are also included.

Terracon's Incident and Injury-Free Culture

Employee safety is a core value of Terracon and we are committed to an Incident and Injury-Free (IIF) workplace. It is our personal and organizational commitment at all levels of the company to everyone going home safe to their family every day. All employees are expected to perform their job assignments with safety as a primary objective. Terracon dedicates the time, resources, and equipment necessary for an IIF environment and no employee will be required to work in unsafe conditions.

Terracon has provided observation and testing services for many similar projects. In addition, we have several ongoing projects in the south Kansas City metro area. We believe our experience and commitment to responsive quality service will make Terracon a valuable asset to this project.

Terracon Consultants, Inc. 13910 West 96th Terrace Lenexa, Kansas 66215
P [913] 492 7777 F [913] 492 7443 www.terracon.com/kansas_city

Environmental



Facilities



Geotechnical



Materials

1.0 PROJECT INFORMATION

Item	Description
Project Location	The project site is located on 155 th Street between Barat Avenue and Kentucky Road. 155 th Street acts as the city border between Belton and Grandview at this location.
Proposed Structure	The project will involve the widening and reconstruction of 155 th Street. New curbs, sidewalks, and driveway replacements will also be included in the scope. A new concrete box culvert will also be constructed at the west end of the project site.
Grading	Fills of several feet will be required at the west end of the project site. Minimal cuts and fills will be required for the central and east ends of the project site.
Pavements	The new widened road will be of asphaltic concrete. The final pavement section will have 5 inches of base asphalt and 2 inches of surface asphalt.
Referenced Information	Project plans from the City of Belton. A telephone conversation with Kate Patras with the City of Belton to discuss scope and schedule information.

2.0 SCOPE OF SERVICES

2.1 Field and Laboratory Services

We understand that this project will receive state funding, and that testing will be required in accordance with the MODOT FAST testing schedule. Terracon will provide MODOT certified employees equipped to respond to the materials testing needs of this project as scheduled by the Client or your designated representative.

Based on our review of the information provided above, we understand the scope of the as-requested services includes:

- **Earthwork Observation and Testing**
 - Site grading fill placement - embankments
 - Site grading fill placement – pavement subgrades
 - Aggregate base

- **Laboratory Soil and Aggregate Testing**
 - Standard Proctors
 - Atterberg Limits
 - Aggregate gradations

■ **Cast-in-Place Concrete Field Testing and Laboratory Testing**

- Perform temperature, slump, unit weight, and air content testing and cast strength specimens
 - We assume that strength specimens will be 4" x 8" cylinders and that sample pickups will be performed only during normal business hours on Monday through Friday unless directed otherwise. If pickups are requested outside of this timeframe, special arrangements will need to be made and additional costs will apply.
- Review batch tickets in the field for use of required mix design and observe methods of concrete placement and protection
- Ready mix plant inspection
- Laboratory testing
 - Compressive strength of concrete
 - Gradation of concrete aggregate
 - Percent clay lumps and friable in concrete aggregate
 - Percent flat and elongated particle in concrete aggregate

■ **Hot-Mix Asphalt Paving Observation and Testing**

- Production material sampling (from project site and / or asphalt batch plant)
- Pavement thickness coring
- Laboratory testing
 - Aggregate gradation
 - Binder content
 - Marshall stability, flow, and density from already mixed sample
 - Core density and length

■ **Project Management**

- Attendance at pre-construction and project meetings at Client's request
- Technical consulting at Client's/Contractor's request
- Supervision of laboratory and field services
- Preparation and review of project reports and invoices

If we have misunderstood any aspect of the proposed project, please advise us at once so we can evaluate the scope of services and make any necessary adjustments prior to finalizing the contract. Once the project is underway, you can request additional services. We will confirm your request by sending you a short supplemental agreement form that states the additional services, making them part of the original agreement.

Preliminary Proposal for Observation and Testing Services

155th Street Widening – Barat Avenue to Kentucky Road ■ Belton / Grandview, MO
October 31, 2016 ■ Terracon Proposal No. P02161553



This proposal has been prepared based on our experience with similar projects. We recommend the proposed scope of services and estimated quantities be reviewed upon the general contractor's development of a project schedule.

2.2 Scheduling

Terracon's services will be performed on an as-requested basis with scheduling by the Client or the client's designated representative. Terracon will not be responsible for scheduling our services and will not be responsible for tests or observations that are not performed due to failure to schedule our services on the project. Since our personnel will not be at the site on a resident basis, it will be imperative that we be advised when work is in progress. Services should be scheduled a minimum of 24 hours in advance. Scheduling personnel will be on an as-available basis which may require changes in personnel assigned to the project. For instances of short-notice requests, personnel may have to be utilized which have a higher rate than those normally assigned and this higher cost may be passed on to the client.

All requests for services should be submitted to the Lenexa, Kansas office at the following phone number: (913) 998-7474. Services should not be scheduled through our field personnel.

We recommend the scope of work described in this proposal be provided to the person(s) responsible for scheduling our services so they are aware of the services that are proposed.

2.3 Data Collection and Reporting

All field technicians are responsible to provide a daily report identifying what work was found to be in compliance with the project specifications and drawings and report any non-conformances. The field technicians are required to immediately communicate any non-conformances to the site superintendent and our Project Manager. Effective and timely communication is essential for non-conforming items. Our Project Manager will be responsible for reviewing each technician's reports, keeping non-conformance lists up-to-date, and communicating test results in a timely manner.

To ensure our project manager and field personnel meet the goals we have set for report turnaround, we have developed report tracking software to evaluate the status of any test result or report within our system. This allows us to achieve better communication, more consistency, and faster turnaround of reporting on the project. Data, observations, and other testing and inspection information are easily entered into the system and reports are auto-generated allowing for immediate availability of test results.

Preliminary Proposal for Observation and Testing Services

155th Street Widening – Barat Avenue to Kentucky Road ■ Belton / Grandview, MO
October 31, 2016 ■ Terracon Proposal No. P02161553



Terracon will maintain non-conformance logs and lists for all testing types performed by us. The list will be maintained electronically in our database and can be updated and e-mailed or printed at any time.

2.3.1 CMELMS™ Management System

In order to provide our clients with real-time field and laboratory data management and reporting, Terracon developed and maintains an automated application that we call CMELMS. The acronym stands for **Construction Materials Engineering Laboratory Management System** and is utilized by construction materials engineering and testing operations in our offices.

CMELMS is a complete and comprehensive field and laboratory testing data and results management system. The application can manage an unlimited number of reports and data for ease of reporting and documentation purposes. Features in the application include accessing and distributing test results and field observation reports by a push of a button.

CMELMS automates the delivery of our testing and inspection information and can be used anywhere with an internet connection or through a wireless device. Data (test results and inspections) can be entered into the application right from the project site so that project managers and engineering staff have real-time access to the field data. Final Client Reports are produced in the same application, which allows us to achieve better communication, more consistency, and faster turnaround of reports on the project.

2.3.2 Report Turnaround Time

Our Project Managers and/or field technicians will report failing tests or non-conformance items immediately to the designated parties and will typically have digitally-signed reports distributed by the end of the next business day. As stated, using our CMELMS software and our field reporting and communication services and capabilities, the test results and inspection information is quickly entered into the system and a report produced. Non-deviation reports will typically be digitally signed and distributed within 5 business days of service. Laboratory test reports will typically be digitally signed and distributed within 2 business days of the completion of each test. Our reports can be sent digitally via email, posted to our Client Document Website (CDW), or posted to a designated ftp website. Mailed copies are available for a fee.

3.0 COMPENSATION

Fees for services provided will be based on the attached Unit Rate Schedule. These rates will apply for the duration of the project.

Based on our review of the above-referenced information, our preliminary estimated cost to perform the proposed scope of services is \$34,858.25. A breakdown of our cost is provided in

Preliminary Proposal for Observation and Testing Services

155th Street Widening – Barat Avenue to Kentucky Road ■ Belton / Grandview, MO
October 31, 2016 ■ Terracon Proposal No. P02161553



the attached Cost Estimate. For the purposes of developing this estimate, the quantities were estimated based on typical means and methods utilized by contractors / subcontractors in this area.

It should be noted the Client will only be billed for the amount of service provided, i.e. Terracon will not bill for the total budget if the total quantity is less than the budgeted quantity. Please note this is only a budget estimate and not a not-to-exceed price. Many factors, including those out of our control, such as weather and the contractor's schedule, responses to requests for information, and how often we are called to the site, will dictate the final fee for our services. Furthermore, all costs associated with deviations, re-testing and re-inspections of failing items, on-site standby time, overtime, and short notice premiums are not included in our estimated cost.

4.0 AUTHORIZATION

This proposal may be accepted by executing the attached *Master Services Agreement Task Order* and returning it along with this proposal to Terracon. We reserve the right to withhold our reports until the signed Agreement has been received by Terracon or payment is current. This Agreement, including the limitations it contains, shall constitute the exclusive terms, conditions and services to be performed for this project. This proposal is valid only if authorized within sixty days from the listed proposal date.

We appreciate the opportunity to provide this proposal and look forward to working with you on this project. Please call the undersigned if you have any questions or would like to review this proposal.

Sincerely,
Terracon Consultants, Inc.

Andrew L. Smith, PE
Project Engineer

K. Erik Troy, PE
Senior Project Engineer

ALS/KET:N:\Proposal Documents\2016\P02161553\2016 Materials Proposal Template - BASIC.docx

- Copies to: Addressee (1 pdf)
- Attachments: Unit Rate Schedule
Cost Estimate
Agreement for Services

ATTACHMENT B

Estimate of Cost

Terracon Consultants, Inc. Fee Estimate



Unit Rate Schedule

	Rate	Unit
PERSONNEL		
Technician	\$52.00	hour*
Senior Technician	\$60.00	hour*
Field Engineer	\$83.00	hour*
Project Manager	\$120.00	hour
Licensed Professional Engineer	\$145.00	hour
Two-Man Coring Crew	\$130.00	hour*
LABORATORY TESTING		
Standard Proctor, Soil	\$150.00	each
Standard Proctor, Rock	\$175.00	each
Standard Proctor, flyash	\$185.00	each
Atterberg Limits (single point)	\$50.00	each
Percent Clay Lumps and Friable	\$62.00	each
Percent Flat and Elongated Particle (3 sizes)	\$205.00	each
Aggregate Gradation (include #200 wash)	\$67.00	each
Compressive Strength of Concrete Cylinder (4" x 8", made by Terracon)	\$12.75	each
Compressive Strength of Concrete Cylinder (4" x 8", made by others)	\$20.00	each
Trimming or Capping of Irregular Surfaces (made by others)	\$10.00	each
Compressive Strength of CMU	\$61.00	each
Net Area, Absorption, Specific Gravity & Moisture Content of CMU (set of 3)	\$76.50	each
Compressive Strength of Hollow Masonry Prism	\$125.00	each
Compressive Strength of Grout	\$15.75	each
Compressive Strength of 2" Mortar Cube	\$15.75	each
Extraction/Gradation of Asphalt	\$130.00	each
Laboratory Bulk Density Specimens of Asphalt (set of 3)	\$140.00	each
Core Thickness and Density of Asphalt	\$10.00	each
FIELD EQUIPMENT/MATERIALS		
Core Drill Bit Wear Charge	\$2.50	inch
TRIP CHARGE		
Technician	\$30.00	trip
Project Manager	\$30.00	trip
Compressive Strength Sample Pickup	\$42.00	each

*Overtime is defined as all hours in excess of eight (8) per day, outside of the normal hours of 7:00AM to 7:00PM Monday through Friday, and all hours worked on Saturdays, Sundays, and holidays. Overtime rates will be 1.5 times the hourly rate quoted (2 times the hourly rate for Sundays and holidays).

-A three-hour minimum charge per trip is applicable to all site visits.

You will be invoiced on a periodic basis for services actually performed as authorized or requested by you or your designated representative.

Proposal for Observation and Testing Services155th Street Widening - Barat Avenue to Kentucky Road ■ Belton / Grandview
October 31, 2016 ■ Terracon Proposal No. P02161553**COST ESTIMATE**

Service Type	No. of Services	Hr(s)/service	Rate	Unit	Cost
EARTHWORK OBSERVATION AND TESTING					
Estimated quantities are based on the MODOT FAST Testing and Sampling Schedule and our experience with similar projects.					
Senior Technician					
Site Grading Fill Placement - Embankments	10	3.00	\$60.00	hour	\$1,800.00
Site Grading Fill Placement - Pavement Subgrades	15	3.00	\$60.00	hour	\$2,700.00
Aggregate Base	5	3.00	\$60.00	hour	\$900.00
Trip Charge*					
Technician	30		\$30.00	visit	\$900.00
Subtotal =					\$6,300.00

LABORATORY SOIL / AGGREGATE TESTING - GRADING AND AGGREGATE BASE					
Estimated quantities are based on the MODOT FAST Testing and Sampling Schedule and our experience with similar projects.					
Standard Proctor, Soil	3		\$150.00	each	\$450.00
Standard Proctor, Rock	1		\$175.00	each	\$175.00
Atterberg Limits (single point)	4		\$50.00	each	\$200.00
Aggregate Gradation (include #200 wash)	5		\$67.00	each	\$335.00
Subtotal =					\$1,160.00

PORTLAND CEMENT CONCRETE TESTING					
Estimated quantities are based on the MODOT FAST Testing and Sampling Schedule and our experience with similar projects.					
Technician					
<i>Standard testing (temp, slump, air content, unit weight, compressive strength samples)</i>					
Curb and Gutter	10	3.00	\$52.00	hour	\$1,560.00
Sidewalk	10	3.00	\$52.00	hour	\$1,560.00
Driveways	10	3.00	\$52.00	hour	\$1,560.00
Box Culvert	5	3.00	\$52.00	hour	\$780.00
Senior Technician					
Batch Plant Inspection	2	4.00	\$60.00	hour	\$480.00
Trip Charge*					
Technician	57		\$30.00	visit	\$1,710.00
Compressive Strength Sample Pickup	20		\$42.00	visit	\$840.00
Laboratory Testing					
Compressive Strength of Concrete Cylinder (4" x 8", made by Terracon)	175		\$12.75	test	\$2,231.25
Gradation of Concrete Aggregates	4		\$67.00	test	\$268.00
Percent Clay Lumps and Friable	2		\$30.00	each	\$60.00
Percent Flat and Elongated Particle (3 sizes)	2		\$62.00	each	\$124.00
Subtotal =					\$11,173.25

Proposal for Observation and Testing Services

155th Street Widening - Barat Avenue to Kentucky Road ■ Belton / Grandview
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COST ESTIMATE

Service Type	No. of Services	Hr(s)/service	Rate	Unit	Cost
ASPHALT TESTING AND OBSERVATION					
Estimated quantities are based on the MODOT FAST Testing and Sampling Schedule and our experience with similar projects.					
Senior Technician					
Measure Temperature and Density, and Obtain Field Samples from the Site and the Batch Plant	8	4.00	\$60.00	hour	\$1,920.00
Trip Charge*					
Senior Technician	8		\$30.00	visit	\$240.00
Two-Man Coring Crew	16		\$30.00	visit	\$480.00
Core Drilling					
Two-Man Coring Crew	8	4.00	\$130.00	hour	\$4,160.00
Laboratory Testing					
Core Thickness and Density of Asphalt	64		\$10.00	each	\$640.00
Laboratory Bulk Density Specimens of Asphalt (set of 3)	8		\$140.00	each	\$1,120.00
Extraction/Gradation of Asphalt	8		\$130.00	each	\$1,040.00
Field Equipment					
Core Drill Bit Wear Charge	250		\$2.50	inch	\$625.00
Subtotal =					\$10,225.00

PROJECT MANAGEMENT					
Estimated quantities are based on our experience with similar projects.					
Project Administration					
Project Manager	50		\$120.00	hour	\$6,000.00
Subtotal =					\$6,000.00

ESTIMATED OBSERVATION AND TESTING FEE

ESTIMATED TOTAL = \$34,858.25

*We anticipate providing multiple services during some trips; therefore, the quantity of services estimated may not equal the quantity of trips estimated.

It should be noted the client is billed only for the amount of service provided, i.e. Terracon will not bill for the total Cost Estimate if the total quantities are less than the estimate. The number of tests, trips, and hours on-site are primarily controlled by the contractor's schedule. We recommend the contractor review our estimated number of tests, trips, and duration of on-site time to determine if our estimate is compatible with their production. The estimated cost can then be revised if necessary.

ATTACHMENT C

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-- Lower Tier Covered Transaction" provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the

method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to check the Nonprocurement List at the Excluded Parties List System.
<https://www.epls.gov/eplis/search.do?page=A&status=current&agency=69#A>.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters -Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 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-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of 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; violation of Federal or State antitrust statutes or commission of 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 governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ATTACHMENT D

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List at the Excluded Parties List System.
<https://www.epls.gov/epl/search.do?page=A&status=current&agency=69#A>.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended,

debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Attachment E
Disadvantage Business Enterprise Contract Provisions

1. Policy: It is the policy of the U.S. Department of Transportation and the Local Agency that businesses owned by socially and economically disadvantaged individuals (DBE's) as defined in 49 C.F.R. Part 26 have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Thus, the requirements of 49 C.F.R. Part 26 and Section 1101(b) of the Transportation Equity Act for the 21st Century (TEA-21) apply to this Agreement.

2. Obligation of the Engineer to DBE's: The Engineer agrees to assure that DBEs have the maximum opportunity to participate in the performance of this Agreement and any subconsultant agreement financed in whole or in part with federal funds. In this regard the Engineer shall take all necessary and reasonable steps to assure that DBEs have the maximum opportunity to compete for and perform services. The Engineer shall not discriminate on the basis of race, color, religion, creed, disability, sex, age, or national origin in the performance of this Agreement or in the award of any subsequent subconsultant agreement.

3. Geographic Area for Solicitation of DBEs: The Engineer shall seek DBEs in the same geographic area in which the solicitation for other subconsultants is made. If the Engineer cannot meet the DBE goal using DBEs from that geographic area, the Engineer shall, as a part of the effort to meet the goal, expand the search to a reasonably wider geographic area.

4. Determination of Participation Toward Meeting the DBE Goal: DBE participation shall be counted toward meeting the goal as follows:

A. Once a firm is determined to be a certified DBE, the total dollar value of the subconsultant agreement awarded to that DBE is counted toward the DBE goal set forth above.

B. The Engineer may count toward the DBE goal a portion of the total dollar value of a subconsultant agreement with a joint venture eligible under the DBE standards, equal to the percentage of the ownership and control of the DBE partner in the joint venture.

C. The Engineer may count toward the DBE goal expenditures to DBEs who perform a commercially useful function in the completion of services required in this Agreement. A DBE is considered to perform a commercially useful function when the DBE is responsible for the execution of a distinct element of the services specified in the Agreement and the carrying out of those responsibilities by actually performing, managing and supervising the services involved and providing the desired product.

D. A Engineer may count toward the DBE goal its expenditures to DBE firms consisting of fees or commissions charged for providing a bona fide service, such as professional, technical, consultant, or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for the performance of this Agreement, provided that the fee or commission is determined by MoDOT's External Civil Rights Division to be reasonable and not excessive as compared with fees customarily allowed for similar services.

E. The Engineer is encouraged to use the services of banks owned and controlled by socially and economically disadvantaged individuals.

5. Replacement of DBE Subconsultants: The Engineer shall make good faith efforts to replace a DBE Subconsultant, who is unable to perform satisfactorily, with another DBE Subconsultant. Replacement firms must be approved by MoDOT's External Civil Rights Division.

6. Verification of DBE Participation: Prior to final payment by the Local Agency, the Engineer shall file a list with the Local Agency showing the DBEs used and the services performed. The list shall show the actual dollar amount paid to each DBE that is applicable to the percentage participation established in this Agreement. Failure on the part of the Engineer to achieve the DBE participation specified in this Agreement may result in sanctions being imposed on the Commission for noncompliance with 49 C.F.R. Part 26 and/or Section 1101(b) of TEA-21. If the total DBE participation is less than the goal amount stated by the MoDOT's External Civil Rights Division, liquidated damages may be assessed to the Engineer.

Therefore, in order to liquidate such damages, the monetary difference between the amount of the DBE goal dollar amount and the amount actually paid to the DBEs for performing a commercially useful function will be deducted from the Engineer's payments as liquidated damages. If this Agreement is awarded with less than the goal amount stated above by MoDOT's External Civil Rights Division, that lesser amount shall become the goal amount and shall be used to determine liquidated damages. No such deduction will be made when, for reasons beyond the control of the Engineer, the DBE goal amount is not met.

7. Documentation of Good Faith Efforts to Meet the DBE Goal: The Agreement goal is established by MoDOT's External Civil Rights Division. The Engineer must document the good faith efforts it made to achieve that DBE goal, if the agreed percentage specified is less than the percentage stated. The Good Faith Efforts documentation shall illustrate reasonable efforts to obtain DBE Participation. Good faith efforts to meet this DBE goal amount may include such items as, but are not limited to, the following:

A. Attended a meeting scheduled by the Department to inform DBEs of contracting or consulting opportunities.

B. Advertised in general circulation trade association and socially and economically disadvantaged business directed media concerning DBE subcontracting opportunities.

C. Provided written notices to a reasonable number of specific DBEs that their interest in a subconsultant agreement is solicited in sufficient time to allow the DBEs to participate effectively.

D. Followed up on initial solicitations of interest by contacting DBEs to determine with certainty whether the DBEs were interested in subconsulting work for this Agreement.

E. Selected portions of the services to be performed by DBEs in order to increase the likelihood of meeting the DBE goal (including, where appropriate, breaking down subconsultant agreements into economically feasible units to facilitate DBE participation).

F. Provided interested DBEs with adequate information about plans, specifications and requirements of this Agreement.

G. Negotiated in good faith with interested DBEs, and not rejecting DBEs as unqualified without sound reasons, based on a thorough investigation of their capabilities.

H. Made efforts to assist interested DBEs in obtaining any bonding, lines of credit or insurance required by the Commission or by the Engineer.

I. Made effective use of the services of available disadvantaged business organizations, minority contractors' groups, disadvantaged business assistance offices, and other organizations that provide assistance in the recruitment and placement of DBE firms.

8. Good Faith Efforts to Obtain DBE Participation: If the Engineer's agreed DBE goal amount as specified is less than the established DBE goal given, then the Engineer certifies that good faith efforts were taken by Engineer in an attempt to obtain the level of DBE participation set by MoDOT's External Civil Rights.

Attachment F – Fig. 136.4.15
Conflict of Interest Disclosure Form for LPA/Consultants
Local Federal-aid Transportation Projects

Firm Name (Consultant): Wilson & Company, Inc., Engineers & Architects

Project Owner (LPA): City of Belton, Missouri

Project Name: 155th Street Widening

Project Number: STP 3322 (409)

As the LPA and/or consultant for the above local federal-aid transportation project, I have:

1. Reviewed the conflict of interest information found in Missouri's Local Public Agency Manual (EPG 136.4)
2. Reviewed the Conflict of Interest laws, including 23 CFR § 1.33, 49 CFR 18.36.

And, to the best of my knowledge, determined that, for myself, any owner, partner or employee, with my firm or any of my sub-consulting firms providing services for this project, including family members and personal interests of the above persons, there are:

No real or potential conflicts of interest
If no conflicts have been identified, complete and sign this form and submit to LPA

Real conflicts of interest or the potential for conflicts of interest
If a real or potential conflict has been identified, describe on an attached sheet the nature of the conflict, and provide a detailed description of Consultant's proposed mitigation measures (if possible). Complete and sign this form and send it, along with all attachments, to the appropriate MoDOT District Representative, along with the executed engineering services contract.

LPA

Consultant

Printed Name: _____

Printed Name: _____

Signature: _____

Signature: _____

Date: _____

Date: _____