



**CITY OF BELTON
CITY COUNCIL
PUBLIC HEARING and REGULAR MEETING
TUESDAY, OCTOBER 11, 2016 – 7:00 P.M.
CITY HALL ANNEX
520 MAIN STREET
AGENDA**

I. CALL PUBLIC HEARING TO ORDER

A. A public hearing to determine if the following tax increment financing plans and the redevelopment projects associated with such plans are making satisfactory progress under the proposed time schedules contained within the approved plans for completing of the projects.

- Belton Towne Center
- Belton Marketplace
- Y Highway Marketplace
- Southtowne Plaza
- Y Belton Plaza
- Cedar Tree Shopping Center

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II. ADJOURN PUBLIC HEARING

III. CALL REGULAR MEETING TO ORDER

IV. PLEDGE OF ALLEGIANCE – COUNCILMAN VAN WINKLE

V. ROLL CALL

VI. 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 September 27, 2016, City Council regular meeting.

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B. Motion approving R2016-37:

A RESOLUTION FORMALLY ACCEPTING FREDDY’S FROZEN CUSTARD SEWER
LINE EXTENSION.

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C. Motion approving R2016-38:

A RESOLUTION APPROVING ZACHARY MATTEO, INTERIM PUBLIC WORKS DIRECTOR AND CITY ENGINEER, AS AUTHORIZED REPRESENTATIVE/DAILY CONTACT PERSON FOR THE CITY OF BELTON, MISSOURI WASTEWATER TREATMENT FACILITY (WWTF) SITE IMPROVEMENTS PROJECT FUNDED THROUGH MISSOURI WASTEWATER STATE REVOLVING FUND LOAN PROGRAM UNDER THE TERMS OF THE MISSOURI CLEAN WATER LAW.

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D. Motion approving R2016-39:

A RESOLUTION OF THE BELTON CITY COUNCIL APPOINTING MEMBERS TO THE BOARD OF DIRECTORS OF THE BELTON/RAYMORE INTERCHANGE TRANSPORTATION DEVELOPMENT DISTRICT.

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VII. MOTIONS

A. Motion determining the redevelopment project described in the Belton Towne Center TIF Plan and submitted to the Belton City Council at the public hearing held on October 11, 2016, is making satisfactory progress under the proposed time schedule contained within the approved plans for completion of such project.

B. Motion determining the redevelopment project described in the Belton Marketplace TIF Plan and submitted to the Belton City Council at the public hearing held on October 11, 2016, is making satisfactory progress under the proposed time schedule contained within the approved plans for completion of such project.

C. Motion determining the redevelopment project described in the Y Belton Plaza TIF Plan and submitted to the Belton City Council at the public hearing held on October 11, 2016, is making satisfactory progress under the proposed time schedule contained within the approved plans for completion of such project.

D. Motion determining the redevelopment project described in the Cedar Tree Shopping Center TIF Plan and submitted to the Belton City Council at the public hearing held on October 11, 2016, is making satisfactory progress under the proposed time schedule contained within the approved plans for completion of such project.

VIII. PERSONAL APPEARANCES

A. Report on Vintage Days by Diane Huckshorn

IX. ORDINANCES

A. Motion approving first 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.

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Pass Fail

- B. Motion approving first 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.

Page 41 Pass Fail

- C. Motion approving both readings of Bill No. 2016-105:
AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF THE MEMORANDUM OF AGREEMENT BETWEEN THE DRUG ENFORCEMENT ADMINISTRATION, KANSAS CITY DISTRICT OFFICE AND THE CITY OF BELTON, MISSOURI FOR THE USE OF THE CITY FIRING RANGE.

Page 48 Pass Fail

- D. Motion approving first 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.

Page 56 Pass Fail

- E. Motion approving first 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.

Page 66 Pass Fail

- F. Motion approving first 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.

Page 72 Pass Fail

- G. Motion approving first 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.

Page 81 Pass Fail

H. Motion approving first 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.

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Pass Fail

I. Motion approving first 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.

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Pass Fail

X. RESOLUTIONS

XI. CITY COUNCIL LIAISON REPORTS

XII. MAYOR'S COMMUNICATIONS

XIII. CITY MANAGER'S REPORT

XIV. OTHER BUSINESS

A. Letter of support to the Missouri Housing Development Commission for the Compass Health Network, Cass Pointe Apartments project.

The City Council originally requested this to be discussed at the October 4, 2016, work session, but that work session was canceled. The City Council could authorize a letter of support by approving a motion.

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

XVI. ADJOURN

SECTION I

A

BELTON TAX INCREMENT FINANCING REPORT

October 11, 2016



Belton Gateway
Retail



BELTON TAX INCREMENT FINANCING REPORT

October 11, 2016

BELTON TOWNE CENTER

(Home Depot, Target, Kohl's)

The Tax Increment Financing Plan for Belton Towne Center Project areas 1-3, was approved by the City on October 23, 2001. This initial part of Belton Towne Center proposed the construction of approximately 297,500 square feet of commercial development with the primary tenants being Home Depot and Target. The actual constructed commercial area equaled 289,672 square feet. On January 28, 2003, the Belton Towne Center TIF was amended to include a Project area 4 with the major tenant being Kohl's. This proposed project area forecasted the total commercial development to be 145,000 square feet. The actual to-date constructed commercial development is 120,233 square feet, with one vacant lot remaining directly behind Applebee's. Attached is the site plan from the TIF Plan that shows overall planned construction for Belton Towne Center. On January 10, 2012, the City Council approved an amendment to the TIF Contract which allowed the construction of a national oil change retailer. While the City approved such a use, the major tenant in that project area blocked that type of use from locating there.

In addition to the above commercial development, the TIF Plan included significant public improvements. Extension of Towne Center Drive from Highway 58 to the north property line of Target; and, widening of Mullen Road from Highway 58 to the north property line of Home Depot, were first priority project costs. As second priority project costs, a number of public projects were identified within the Y Highway Corridor Study and completed in 1998. These projects totaled \$15,046,625. From the years of 2004 to 2006, bonds were issued and those proceeds paid off the first priority project costs. As was contemplated in the Plan, if there were proceeds still available and the revenue stream could support it, then the City could fund the second priority project costs. This is what was done and therefore, extended the life of this TIF past what would have been required if only the first priority costs were funded. Based on the current revenue stream, it is anticipated that the amended Belton Towne Center TIF will be paid off in 2020 to 2021, or 20 to 21 years after it was enacted. In the current fiscal year, the minimum debt service payment required is \$1,526,898, while it is anticipated that the Special Allocation Fund will receive \$2,788,490. The difference is pledged to retire the debt early.

Total appraised value of the Belton Towne Center TIF District is \$19,707,490 as established by the Cass County Assessor.

PUBLIC IMPROVEMENTS COMPLETED AS A RESULT OF TIF PROJECTS

Construction of Towne Center Drive; widening Mullen Road; widening of Y Highway around the 71 interchange; construction of a portion of Markey Parkway	\$15,046,625
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Belton Towne Center

- Public – Complete. Project met all objectives
- Private – Complete. Project met all objectives
- Time Line – Complete
- Blight – Cured

BELTON MARKETPLACE

(PetSmart, Starbucks, JoAnn's, Buffalo Wild Wings)

On November 28, 2006, the Belton Marketplace TIF was approved by the City of Belton. This commercial development proposed the construction of approximately 50,000 to 55,000 of commercial space. 69,503 square feet was actually built. The development is 100% built out and no lots are undeveloped. Initially, the primary tenants were Office Depot, PetSmart, Buffalo Wild Wings, and Starbucks. Office Depot closed this location and it has since been occupied by JoAnn's. This TIF was a pay-as-you-go TIF up until June 12, 2012, when bonds were issued. Based on the current revenue stream, it is anticipated that the bonds will be paid off in 2019 or 2020, or 12 to 13 years from the time TIF was enacted.

Total appraised value of the Belton Marketplace TIF District is \$4,420,330 as established by the Cass County Assessor.

Belton Marketplace

- Public – Complete. Project met all objectives
- Private – Complete. Project met all objectives
- Time Line - Complete
- Blight – Cured

Y HIGHWAY MARKETPLACE

(Price Chopper, Arvest Bank)

The Tax Increment Financing Plan for Y Highway Marketplace was approved by the City on December 14, 2010. This plan calls for the construction of approximately 132,700 square feet of commercial development. To date, only 90,755 square feet has been constructed that is comprised of the Price Chopper (68,755 sq. ft.), in-line shops just north of the Price Chopper building (18,200 sq. ft.), and the Arvest Bank (3,800 sq. ft.). Yet to be constructed is a junior retail box of approximately 37,000 square feet, and 3 pad sites. In addition, a number of the in-line shops are still unoccupied. A significant public project was undertaken with this project which was the widening of Y Highway from Highway 58 to Turner Road. The TIF budget reflected a total TIF reimbursement of \$5,531,128 for the Y Highway Widening however, this amount was reduced to \$4,008,500 in 2011 after bids were received and the City and Developer had firm costs. In addition, as a second priority cost and to the extent TIF revenue is available, this TIF includes \$10,327,185 for Markey Lake design & construction. Since approval of the Y Highway Marketplace TIF, the need for Markey Lake and the costs associated with that line item are no longer needed because of a design change in the construction of Markey Parkway which utilized the existing Kohl's pond and surrounding area for detention, rather than constructing a much larger lake as was contemplated in the engineering study developed by the firm of HNTB (Howard, Needles, Tammen & Bergendoff).

Total appraised value of the Y Highway Marketplace TIF District is \$5,349,410 as established by the Cass County Assessor. This amount does not include the appraised value of the recently completed Arvest Bank.

PUBLIC IMPROVEMENTS COMPLETED AS A RESULT OF TIF PROJECTS

Widening of Y Highway **\$4,008,500**

Y Highway Marketplace

- Public – Complete
- Private – Partially complete: Price Chopper, Strip Mall & Arvest Bank.
- Time Line – Remaining project areas, per TIF contract, have until 12/31/16.
- Blight – Cured, but vacant lots remain

Determination of satisfactory progress is pending until the end of the year and further updates from the developer.

SOUTHTOWNE PLAZA

(Menard's)

The Southtowne Plaza TIF was first approved on March 10, 2009, however, was significantly amended in February 2012, when Menard's purchased the property and proposed construction of their store with additional development of several pad sites. The TIF Plan proposes the construction of 312,800 sq. ft. of commercial development. Currently the Menard's store is under construction with an anticipated opening of October 2016. This store will be 162,340 square feet. The City has not received plans for the development of any of the pad sites. This TIF Plan identifies Markey Parkway as the key public infrastructure to be paid for with TIF revenues. A total of \$12,845,952 was budgeted for the construction costs of this segment of Markey Parkway, however, the actual cost should be between \$5,000,000 to \$6,000,000. In addition, as a second priority cost and to the extent TIF revenue is available, this TIF includes \$10,327,185 for Markey Lake design & construction. Since approval of the Southtowne Plaza TIF, the need for Markey Lake and the costs associated with that line item are no longer needed because of a design change in the construction of Markey Parkway which utilized the existing Kohl's pond and surrounding area for detention, rather than constructing a much larger lake as was contemplated in the HNTB (Howard, Needles, Tammen & Bergendoff) study.

PUBLIC IMPROVEMENTS COMPLETED AS A RESULT OF TIF PROJECTS

Construction of Markey Parkway and Towne Center Drive **\$5,000,000**

Southtowne Plaza

- Public – Complete
- Private – In Process but behind schedule. Menards is complete, out lots are not complete.
- Time Line – In process but behind schedule.
- Blight – In process of curing

Determination of satisfactory progress is pending updates from the developers. Time for performance is coming due and the City is anticipating a request for a TIF plan amendment in the very near future.

Y BELTON PLAZA

(Academy Sports, Hobby Lobby)

Y Belton Plaza TIF was first created in September 2007. This plan contemplated the development of a wholesale club; however, that project was never finalized. On December 18, 2013, the Y Belton Plaza TIF was amended to allow for the construction of Academy Sports and other commercial uses. The TIF plan called for the construction of approximately 186,069 sq. ft. of commercial development in Project Area 1, which is everything on the east side of Markey Parkway. To date, everything has been built except for the proposed hotel (80,000 sq. feet.). Academy Sports is 57,836 sq. ft.; Hobby Lobby is 55,001 sq. ft.; Belton Family Dentistry building is 5,625 sq. ft.; and Fazoli's is 6,300 sq. ft.; or a total of 124,762 sq. ft. of commercial development so far. Included within the Y Belton Plaza TIF was a significant public improvement which included the extension of Markey Parkway and the removal of QuikTrip Way where it entered onto 163rd Street.

On April 26, 2016, the City Council approved the 2nd Amended and Restated Y Belton Plaza TIF Plan. This amendment expanded the boundaries of the TIF District and added additional commercial development. The original Y Belton TIF District was approximately 43 acres; however, with this amendment the District now comprises 74.12 acres. The original TIF plan estimated Project Area 2 to have 129,350 sq. ft. of commercial development. With the amended plan as adopted in 2016, the total square footage of Project Areas 2 & 3 will now be approximately 299,750 sq. ft. bringing the total square footage of the Y Belton TIF District to approximately 504,512 sq. ft. Public improvements included with this amendment include the relocation and widening of Turner Road.

Total appraised value of the Y Belton Plaza TIF District is \$7,162,950 as established by the Cass County Assessor. This amount does not include the appraised value of the recently completed Hobby Lobby or Fazoli's which hasn't been appraised by the Cass County Assessor.

The developer has requested that the City consider issuing bonds on at least Project Area 1. On April 26, 2016, the City engaged a fiscal advisor, bond underwriter, and a revenue consultant, to begin that process.

PUBLIC IMPROVEMENTS COMPLETED AS A RESULT OF TIF PROJECTS

Construction of Markey Parkway north of 163 rd Street	\$4,059,507
Relocation of Turner Road	\$1,800,000

Y Belton Plaza (Project Area 1)

- Public – Complete
- Private – Substantially complete. Hotel site not complete.
- Time Line – Substantially complete
- Blight – Cured

Y Belton Plaza (Project Area 2) – Second Amended and Restated TIF Plan, April 26, 2016

- Public - Construction has begun. On track
- Private – Construction has begun. On track
- Time Line – Being met
- Blight – In process of curing

CEDAR TREE SHOPPING CENTER

On November 24, 2015, the City Council approved the Cedar Tree Shopping Center TIF Plan. This plan calls for the refurbishment of the Cedar Tree Shopping Center which was built in the 1970s. Renovation of the shopping center has begun and is anticipated to be completed by November 2016.

Public improvements associated with this TIF include the milling and overlay of Powell Parkway from Highway 58 to the north terminus. Landscaping, façade improvements, new parking area, and new signage are all contemplated for this refurbishment.

Cedar Tree Shopping Center

- Public – Current redevelopment project under construction
- Private – Current redevelopment project under construction
- Time Line – On track
- Blight – In process of curing

SECTION VI

A

**MINUTES OF THE
BELTON CITY COUNCIL
REGULAR MEETING
SEPTEMBER 27, 2016
CITY HALL ANNEX, 520 MAIN STREET
BELTON, MISSOURI**

Mayor Pro Tem Jeff Fletcher called the regular meeting to order at 7:00 P.M.

Councilman Chet Trutzel led the Pledge of Allegiance to the Flag.

Councilmembers present: Mayor Pro Tem Jeff Fletcher, Councilmen Ryan Finn, Gary Lathrop, Bob Newell, Lorrie Peek, Tim Savage, Chet Trutzel, and Dean VanWinkle; Absent: Mayor Jeff Davis absent. Also present: Ron Trivitt, City Manager; Megan McGuire, City Attorney; and Patti Ledford, City Clerk.

CONSENT AGENDA:

Councilman Chet Trutzel moved to approve the consent agenda consisting of a **motion approving the minutes of the September 13, 2016, City Council regular meeting and the September 20, 2016, City Council special meeting; a motion approving the purchase of a 2017 Harley Davidson Road King motorcycle from Gail's Harley Davidson in the amount of \$16,3559.90 for the police department and a motion approving the purchase of two 2017 Ford Police Interceptor sedans for \$25,564 each and two 2015 Ford Police Interceptor Utility Vehicles for \$27,909 each from Dick Smith Ford for the police department.** Councilman Peek seconded. All voted in favor. Mayor Davis absent. Consent agenda approved.

PERSONAL APPEARANCES:

Councilman Peek read a Proclamation for Sally Smith thanking her for her dedicated service to this community especially for her work on the Fall Festival.

Presentation by Compass Health Network – Cass Pointe Apartments

Jay Leipzig, Community and Economic Development Director, said in the Council packets is a series of materials that describe a proposed thirty-six unit multi-family apartment development, with nine units set aside for persons with special needs to be located at Markey Road and Westover Road. This organization is seeking a letter of support signed by Mayor Davis for this project. The two parcels are currently zoned R-3 and C-2 and it would be required to be rezoned to an R-3 PUD. It is not consistent with the future land map. It is a 4 ½ acre site. Mr. Leipzig said if the project is awarded they still would be required to go through platting and site plan review process.

Rhonda Meyer, Vice President of Administration and Housing, and Gerin Miller, Project Architect with Compass Health Network, were present and gave a PowerPoint presentation for the Cass Pointe Apartments. A copy is attached and made an official part of the minutes. After the presentation they took questions from the Council.

Councilman Trutzel asked if this is government subsidized housing. He said his experience in the past has been the government paid 90% of the rent and other 10% was paid by the renters and

often times the renter could not come up with it. They said they are not looking for HUD subsidies. These are for special needs and are provided by their organization or through the department of mental health. Councilman Trutzel asked who maintains the property. They said they have a property manager partner that will work with them on that. They also have a housing case management component that works with individuals on how to be a good tenants and how to keep homes nice. Councilman Trutzel said the city is in the process of trying to define areas of residential/commercial. When we start changing the future land use map it messes with the plan. He doesn't feel this this is the place for it. There are a series of duplexes next to it. We are trying to maintain our growth and this does not fit in that zoning area.

Gerin Miller with Compass Health Network said this property has been for sale for 3 years. It sold as R-3 property but sold at a market value more commercial. If we are awarded the project then we will purchase the property. It is contingent upon our award for it.

Mr. Miller said this is a MSDT project, with low income housing tax credit assigned by the Department of Economic Development and used as a supply site. We find equity partners that have an option to purchase that tax credit for 15 years. The tax credits pass through HUD and the state of Missouri and the state adds money to it. The developer gets money to use for the project. There is loss equity/gain equity. During the 15-year period you must stay in compliance. We have to maintain assessable units. During the 15 year period if any of the components are missed they can go back and withdraw the credits - so there is a high incentive to absolutely make the project work for 15 years.

Ms. Meyer said we are a not-for-profit organization and we are mission driven. So we plan to keep it past the 15 years. Mr. Miller said it shows as a for-profit development so we aren't skirting any property taxes. We will pay our fair share of property taxes.

Councilman Newell asked what kind of tenant turnover is there. Ms. Meyer said there is not much. It is difficult to find these types of units and properties. There is a big demand and support for them.

Councilman VanWinkle asked how many properties they manage similar to this and how long have they been doing this. Ms. Meyer said we started developing housing in 2008. Originally, we did it through the HUD 811 program which was for special needs and disabled individuals. However, that program went away. It has forced developers such as ourselves - non-profits which are service organizations, into a bigger pool of for-profit folks that just want to develop affordable properties. We don't manage them by ourselves but we work in tandem with them. Councilman VanWinkle asked how many they manage. They said it will be five in March with the Warrensburg site. Councilman VanWinkle asked for their definition of special needs. Ms. Meyer said special needs could be anyone that is physically/emotionally/or physically challenged/homeless/domestic violence – there is broad definition for special needs and we have to follow their (HUD's) definition. All units are accessible by anyone bound to a wheelchair.

Councilman Peek asked if someone is on the property 24 hours. Ms. Meyer said no, but we will have property management on site and case managers to provide support services. The folks living in the units are capable of living independently and we are accessible if needed.

Councilman Finn asked if they have look at other locations. Ms. Meyer said they looked for a long time for a site and found it tough. Mr. Miller said the proper zoning and price is a big part of the project. This is the most level site we could find.

Councilman Newell asked what they are looking for tonight from the Council. Ms. Meyer said they are asking for a general letter of support to be addressed to the Missouri Housing Commission.

Councilman Fletcher said the site plan layout doesn't look favorable for a handicapped person. Mr. Miller said this was the best site they could find.

Councilman Newell said he would like to postpone a decision so the Council can look at and discuss the future land use map so that we can make best decision for the city. The Council was in agreement.

ORDINANCES:

Patti Ledford, City Clerk, read Bill No. 2016-101: **AN ORDINANCE APPROVING THE ENGAGEMENT OF TROUTT, BEEMAN AND COMPANY TO AUDIT THE CITY FINANCIAL RECORDS FOR FISCAL YEAR 2016.** Present by Councilman Lathrop, seconded by Councilman Peek. All voted in favor of the first reading. Mayor Davis absent. **Councilman Lathrop moved to hear the final reading.** Councilman Peek 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 Newell, Finn, Trutzel, Lathrop, Mayor Pro Tem Fletcher, Councilmen VanWinkle, Peek and Savage; Noes: None; Absent: 1, Mayor Davis. Bill No. 2016-101, was declared passed and in full force and effect as Ordinance No. 2016-4267, subject to Mayoral veto.

Ms. Ledford read Bill No. 2016-102: **AN ORDINANCE AUTHORIZING THE CITY OF BELTON, MISSOURI TO APPROVE THE MAINTENANCE AND SERVICE AGREEMENT WITH STRYKER CORPORATION TO PROVIDE MAINTENANCE AND SERVICE TO THE DEPARTMENT'S POWER LOAD SYSTEMS, POWER COTS, AND STAIR CHAIRS.** Presented by Councilman Savage, seconded by Councilman Lathrop. Vote on the first reading was recorded with all voting in favor. Mayor Davis absent. **Councilman Savage moved to hear the final reading.** Councilman Lathrop seconded. All present voted in favor. The final reading was read. Presented by Councilman Savage, seconded by Councilman Lathrop. The Council was polled and the following vote recorded: Ayes: 8, Councilmen Trutzel, Savage, Lathrop, Newell, Mayor Pro Tem Fletcher, Councilmen VanWinkle, Finn, and Peek; Noes: None; Absent: 1, Mayor Davis. Bill No. 2016-102 was declared passed and in full force and effect as Ordinance 2016-4268, subject to Mayoral veto.

RESOLUTIONS:

Ms. Ledford read Resolution 2016-35: **A RESOLUTION AUTHORIZING THE CHIEF OF POLICE AND CITY MANAGER TO APPLY TO THE MISSOURI DEPARTMENT OF PUBLIC SAFETY TO PARTICIPATE IN THE LAW ENFORCEMENT SUPPORT OFFICE (LESO) PROGRAM.** Presented by Councilman Lathrop, seconded by Councilman Finn. Vote on the resolution was recorded with all voting in favor. Mayor Davis absent. Resolution passed.

Ms. Ledford read Resolution 2016-36: **A RESOLUTION APPROVING A FIRST AMENDMENT TO A SERVICES AGREEMENT BETWEEN THE CITY OF BELTON, MISSOURI, AND CBIZ BENEFITS AND INSURANCES SERVICE, INC.** Presented by Councilman Lathrop, seconded by Councilman Trutzel. Vote on the resolution was recorded with all voting in favor. Mayor Davis absent. Resolution passed.

MOTIONS:

Councilman Peek moved to authorize the Mayor to sign IRS Form 8038-GC to report the lease purchase of two 2016 Ford trucks by the Park Board in the amount of \$64,346 (2016 Ford F-350 and 2016 Ford F-250), dated 4/1/2016. Councilman Newell seconded. Councilman Savage asked if this is just a formality. Sheila Ernzen, Finance Director, said yes. This is for the Park Department and we don't want anyone but the Mayor signing a form to the IRS and that is why it is coming before the Council. Vote on the motion was recorded with all voting in favor. Mayor Davis absent. Motion carried.

OTHER BUSINESS:

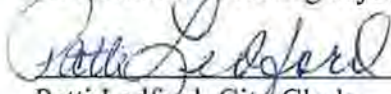
REVIEW OF AUGUST 2016 FINANCIAL REPORT

Sheila Ernzen, Finance Director, gave a quick overview of the August Financial report.

General Fund – we are monitoring the revenues and want to make the projected revenues. It is still early in the year but it looks like we are doing well. Sales tax is under by \$278,000. We budgeted a 6.4% increase over last year. We thought it was conservative because we had a 16% increase last fiscal year and with the new businesses such as Texas Roadhouse, Fazoli's, Hobby Lobby and Menard's to open in October we will see how we do. Property tax is down a little bit but we think we can make it up. Cable and gas utilities are down a bit. Revenues are positive for ambulance fees. Residential building permits are doing much better than anticipated. Tax Increment Financing administration fees are up slightly and sales tax in TIF areas is more than anticipated. Court fines are also up. Telephone utility is under budget. We are monitoring general fund revenues and watching it very closely.

At 7:42 P.M. Councilman Finn moved to enter into Executive Session to discuss matters pertaining to the preparation, including any discussions or work product, on behalf of a public governmental body or its representative for negotiations with employee groups, according to Missouri Statute 610.021.9; and leasing, purchase or sale of real estate by a public governmental body, according to Missouri Statute 610.021.2 and that the record be closed. Councilman Peek seconded. The following vote was recorded: Ayes: 8, Councilmen Savage, Peek Newell, Finn, Mayor Pro Tem Fletcher, Councilmen Lathrop, Trutzel, and VanWinkle; Noes: None; Absent: 1, Mayor Davis.

The Council returned from Executive Session at 9:13 P.M. Being no further business, Councilman Lathrop moved to adjourn. Councilman Peek seconded. All voted in favor. Mayor Davis absent. Meeting adjourned.


Patti Ledford, City Clerk

Jeff Fletcher, Mayor Pro Tem

SECTION VI

B

R2016-37

A RESOLUTION FORMALLY ACCEPTING FREDDY'S FROZEN CUSTARD SEWER LINE EXTENSION.

WHEREAS, Section 36-111 of the Unified Development Code provides for formal acceptance of public improvements by the City of Belton according to the following:

(a) Developer shall submit one original on Mylar and four copies of "as built" plans to the city engineer prior to requesting final acceptance of improvements.

(b) Upon the determination by the city council, after consideration of the opinion of the building inspector that there are no defects, deficiencies, or deviations in the improvements, and that all improvements have been installed in conformance with the approved engineering drawings, and with the requirements of these regulations, the city council shall by resolution or by letter, respectively, formally accept such improvements. The improvements shall become the property of the city council or appropriate utility company involved.

(1) Maintenance of improvements. Prior to the acceptance by the City of Belton of the improvements required herein, except those improvements required by section 36-108, the subdivider shall provide one of the following to guarantee the improvements against defects in workmanship and materials, and providing for the normal maintenance for the first two years after the date of acceptance of such improvements. Such guarantee shall be in an amount equal to 100 percent of the estimated cost of the improvement.

- a. Maintenance bond written by a bonding company, or
- b. Cash deposited in escrow from which the subdivider would be entitled to any interest income, or
- c. Upon approval of the city council, a personal surety bond; and

WHEREAS, 405 feet of sewer line was installed and completed on September 26, 2016 with a two-(2) year maintenance bond and in conformance with the approved engineering drawings and with the requirements of the Unified Development Code that was in effect at the time of completion.

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

Section 1. That the Freddy's Frozen Custard Sewer Line Extension is hereby formally accepted by the City of Belton and shall become the property of the City or the appropriate utility company.

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

Duly passed and approved this 11th day of October, 2016.

Mayor Jeff Davis

ATTEST:

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

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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton, Missouri, and that the foregoing Resolution was regularly introduced at a regular meeting of the City Council held on the 11th day of October, 2016, and adopted at a regular meeting of the City Council held the 11th day of October, 2016 by the following vote, to-wit:

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

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



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: October 11, 2016

DIVISION: Public Works Engineering

COUNCIL: Regular Meeting Work Session Special Session

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

ISSUE/RECOMMENDATION:

As is required, this is a procedural item for acceptance of new infrastructure constructed and completed September 26, 2016 with the new Freddy’s Frozen Custard. These public improvements consist of 405 feet of sewer line that have been installed, inspected, and tested per City of Belton standards. The City has received a two-(2) year maintenance bond for the aforementioned public improvement in the amount of \$28,480.00

PROPOSED CITY COUNCIL MOTION:

Approve and authorize a resolution formally accepting the Freddy’s Frozen Custard sewer line extension.

BACKGROUND:

Attached is a memo from Michael Evans, Construction Inspector, requesting acceptance of the Freddy’s Frozen Custard sewer line extension.

IMPACT/ANALYSIS:

FINANCIAL IMPACT

Contractor:	n/a
Amount of Request/Contract:	\$ n/a
Amount Budgeted:	\$ n/a
Funding Source:	n/a
Additional Funds:	\$ n/a
Funding Source:	n/a
Encumbered:	\$ n/a
Funds Remaining:	\$ n/a

STAFF RECOMMENDATION, ACTION, AND DATE:

Approve and authorize a resolution formally accepting Freddy’s Frozen Custard sewer line extension

LIST OF REFERENCE DOCUMENTS ATTACHED:

- Resolution
- Memo from Michael Evans, Construction Inspector



**CITY OF BELTON – PUBLIC WORKS
MEMORANDUM**

PUBLIC WORKS

Date: September 26, 2016
To: Zach Matteo, Interim Director of Public Works
From: Michael Evans, Construction Inspector
Subject: Freddy's Frozen Custard Public Sewer Line Extension

The public infrastructure for Freddy's Frozen Custard is complete. This public improvement consists of 405 feet of sewer line that has been installed, inspected, and tested per City of Belton standards. We have received a maintenance bond for the aforementioned public improvement in the amount of \$28,480.00. This improvement is ready to be placed on the City Council agenda for formal acceptance.

SECTION VI

C

R2016-38

A RESOLUTION APPROVING ZACHARY MATTEO, INTERIM PUBLIC WORKS DIRECTOR AND CITY ENGINEER, AS AUTHORIZED REPRESENTATIVE/DAILY CONTACT PERSON FOR THE CITY OF BELTON, MISSOURI WASTEWATER TREATMENT FACILITY (WWTF) SITE IMPROVEMENTS PROJECT FUNDED THROUGH MISSOURI WASTEWATER STATE REVOLVING FUND LOAN PROGRAM UNDER THE TERMS OF THE MISSOURI CLEAN WATER LAW.

WHEREAS, on October 23, 2012, Resolution 2012-81 was passed to approve and indicate support for application to the Missouri Wastewater State Revolving Fund Loan Program for Planned Wastewater Treatment Plant Improvements; and

WHEREAS, under the terms of the Missouri Clean Water Law, Chapter 644 of the Revised Statutes of Missouri the State of Missouri has authorized the making of loans and/or grants to authorized applicants to aid in the construction of specific public projects; and

WHEREAS, on October 23, 2014 the State of Missouri Department of Natural Resources (MoDNR) State Direct Loan Due Diligence Request Form was submitted to MoDNR naming Jeff Fisher as Authorized Representative/Daily Contact Person for the WWTF Site Improvements Project; and

WHEREAS, on December 1, 2014, MoDNR approved the plans and specifications submitted for the City of Belton, Missouri WWTF Site Improvements Project; and

WHEREAS, Jeff Fisher resigned as City of Belton Director of Public Works effective September 21, 2016; therefore, a new Authorized Representative/Daily Contact Person for the City of Belton, Missouri WWTF Site Improvements Project needs to be named; and

WHEREAS, Zachary Matteo, Interim Public Works Director and City Engineer, is the Lead Project Manager for the WWTF Site Improvements Project and would be the best choice for this role.

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

SECTION 1. That this resolution approving Zachary Matteo, Interim Public Works Director and City Engineer, as Authorized Representative/Daily Contact Person for the City of Belton, Missouri WWTF Site Improvements Project is hereby approved.

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

Duly passed and approved this 11th day of October, 2016.

Mayor Jeff Davis

ATTEST:

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

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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton, Missouri, and that the foregoing Resolution was regularly introduced at a regular meeting of the City Council held on the 11th day of October, 2016, and adopted at a regular meeting of the City Council held the 11th day of October, 2016 by the following vote, to-wit:

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

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



CITY OF BELTON CITY COUNCIL INFORMATION FORM

DATE: October 11, 2016

DIVISION: Public Works/Water Services

COUNCIL: Regular Meeting Work Session Special Session

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

ISSUE/RECOMMENDATION:

On October 23, 2014 the State of Missouri Department of Natural Resources (MoDNR) State Direct Loan Due Diligence Request Form was submitted to MoDNR naming Jeff Fisher as Authorized Representative/Daily Contact Person for the Wastewater Treatment Facility (WWTF) Site Improvements Project. This form was approved on December 1, 2014.

Jeff Fisher resigned as City of Belton Director of Public Works effective September 21, 2016; therefore, per his resignation, a new Authorized Representative/Daily Contact Person for the WWTF and IPS Site Improvements Project needs to be named. Zachary Matteo, Interim Public Works Director and City Engineer, is the Lead Project Manager for this project and would be the best choice for this role.

PROPOSED CITY COUNCIL MOTION:

Approve a resolution approving Zachary Matteo, Interim Public Works Director and City Engineer, as Authorized Representative/Daily Contact Person for the City of Belton, Missouri Wastewater Treatment Facility Site Improvements Project funded through Missouri Wastewater State Revolving Fund Loan Program under the terms of the Missouri Clean Water Law, Chapter 644 of the Revised Statutes of Missouri.

BACKGROUND:

See above

IMPACT/ANALYSIS:

N/A

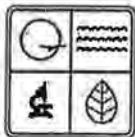
STAFF RECOMMENDATION, ACTION, AND DATE:

Approve a resolution naming Zachary Matteo, Interim Public Works Director and City Engineer, as Authorized Representative/Daily Contact Person for the City of Belton, Missouri Wastewater Treatment Facility Site Improvements Project funded through Missouri Wastewater State Revolving Fund Loan Program.

LIST OF REFERENCE DOCUMENTS ATTACHED:

Resolution

Missouri DNR Resolution Form



MISSOURI DEPARTMENT OF NATURAL RESOURCES
 WATER PROTECTION PROGRAM
 FINANCIAL ASSISTANCE CENTER
 CLEAN WATER STATE REVOLVING FUND

**RESOLUTION OF GOVERNING BODY OF APPLICANT
 RESOLUTION NO.**

(Suggested Form for Loan Applicant use)

Resolution authorizing the filing of an application with the Missouri Department of Natural Resources, State Revolving Fund Program for loans under the Missouri Clean Water Law (Section 644, RSMo).

WHEREAS under the terms of the Missouri Clean Water Law, Section 644, Revised Statutes of Missouri, the State of Missouri has authorized the making of loans and/or grants to authorized applicants to aid in the construction of specific public projects.

NOW, THEREFORE, be it resolved by City of Belton, Missouri
(governing body of applicant)

1. That Zachary Matteo be and he/she is hereby authorized to execute and
(designated official)
 file an application on behalf of City of Belton, Missouri
(legal name of applicant)

with the State of Missouri for a loan and/or grant to aid in the construction of:

Belton Wastewater Treatment Facility Improvements
(brief project description)
Project (WWTF) - MO-0117412 - C295712-01

2. That Zachary Matteo, City Engineer
(name of authorized official) *(title)*

be and he/she is hereby authorized and directed to furnish such information as the Missouri Department of Natural Resources may reasonably request in connection with the application which is herein authorized, to sign all necessary documents on behalf of the applicant, to furnish such assurances to the Missouri Department of Natural Resources as may be required by law or regulation, and to receive payment on behalf of the applicant.

CERTIFICATE OF RECORDING OFFICER

The undersigned, duly qualified and acting City Clerk of the
(title of officer)
City of Belton, Missouri, does hereby certify: That the attached resolution is a
(legal name of applicant)

true and correct copy of the resolution adopted at a legally convened meeting of the _____
(name of the governing body of applicant) held on the _____ day of _____;
 _____;

and further that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, _____

(signature of recording officer)
City Clerk
(title of recording officer)

SEAL (If applicant has an official seal, impress here.)

SECTION VI

D

R2016-39

A RESOLUTION OF THE BELTON CITY COUNCIL APPOINTING MEMBERS TO THE BOARD OF DIRECTORS OF THE BELTON/RAYMORE INTERCHANGE TRANSPORTATION DEVELOPMENT DISTRICT.

WHEREAS, on August 22, 2006, the City Council of the City of Belton, Missouri, (the "City") adopted Ordinance No. 2006-3274, which approved and authorized the Mayor to enter into a First Amended and Restated Cooperation Agreement (the "Cooperation Agreement") among the City, the City of Raymore ("Raymore"), Good Otis, L.L.C. ("Good Otis"), BKO Estate Liquidating Company, LLC ("BKO"), and James D. and Toni P. Graham (the "Grahams"); and

WHEREAS, the Cooperation Agreement, which was fully executed by the parties thereto on September 7, 2006, establishes the obligations of the parties to form and operate the Belton/Raymore Interchange Transportation Development District (the "District"); and

WHEREAS, on September 18, 2006, pursuant to Section 238.207.5, RSMo, the City and Raymore filed in the Cass County Circuit Court a petition to create the District, which petition was joined by Good Otis, BKO and the Grahams; and

WHEREAS, Section 238.220.3, RSMo, provides that where a district is comprised of two local transportation authorities, the district's board of directors shall consist of the presiding officer of each local transportation authority within the district and one person designated by the governing body of each local transportation district within the district; and

WHEREAS, the Cooperation Agreement provides that the District's board of directors will consist of the Mayor of the City, the Mayor of Raymore, a representative appointed by the City Council, a representative appointed by Raymore, a representative nominated by the Grahams to be appointed by the City Council, and a representative nominated by Good Otis to be appointed by Raymore; and

WHEREAS, the Grahams have nominated Jim Graham to be appointed by the City Council to the District's Board of Directors; and

WHEREAS, the City Council now desires to make appointments to the District's Board of Directors.

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

1. Gary Lathrop is appointed as the Belton Appointed Director of the District; and
2. Jim Graham is appointed as the Graham/Belton Nominated Advisory Director of the District.

Duly passed and approved this 11th day of October, 2016.

Mayor Jeff Davis

ATTEST:

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

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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton, Missouri, and that the foregoing Resolution was regularly introduced at a regular meeting of the City Council held on the 11th day of October, 2016, and adopted at a regular meeting of the City Council held the 11th day of October, 2016 by the following vote, to-wit:

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

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

SECTION IX

A

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.

WHEREAS, the City of Belton entered into a contract with BUILDERadius, INC. on February 26, 2008 per Ordinance No. 2008-3434 for licensed software and services to support building permits, services, and inspections; and

WHEREAS, in June 2013 BluePrince a division of BUILDERadius, INC. was bought by Harris Computer, and made a part of CityView, a division of Harris.

WHEREAS, through the current BluePrince 2.8 Community Development Software Contractor Bundle, the City of Belton's Finance Department is not able to allow customers the option to pay for building permits via credit card or debit card; and

WHEREAS, staff recommends the PayPal Integration software be added to the current BluePrince 2.8 Community Development Software Contractor Bundle to offer customers the option of paying online with a credit card or a debit card for their building permit(s); and

WHEREAS, this added feature will require a one-time license cost of \$1,500, a professional services fee of \$495, and beginning May 2017 an increase in annual support and maintenance fee of \$310. Full payment of \$2,305 will be required prior to work commencing on the PayPal integration project.

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

Section 1. That the City of Belton, Missouri shall approve the Statement of Work to the original agreement with BluePrince to integrate BluePrince PayPal software into the current BluePrince 2.8 Community Development Software Contractor Bundle as set forth in the attached **Exhibit A** hereto and made part here of as fully as if set forth herein verbatim.

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

Section 3. All ordinances or parts of ordinances in conflict with the provisions hereof are hereby repealed.

READ FOR THE FIRST TIME: October 11, 2016

READ FOR THE SECOND TIME AND PASSED:

Mayor Jeff Davis

Approved this ____ day of _____, 2016.

Mayor Jeff Davis

ATTEST:

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

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

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



CITY OF BELTON
CITY COUNCIL INFORMATION FORM

Agenda Date: October 11, 2016 Division/Department: Community and Economic Development

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

Approvals

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

Table with 2 rows and 5 columns of checkboxes for items: Ordinance, Resolution, Consent Item, Change Order, Motion, Agreement, Discussion, FYI/Update, Presentation, Both Readings.

Issue/Recommendation

The Building Inspections Department has been using Community Development Software from BluePrince to process building permits and schedule inspections since February 26, 2008 per Ordinance No. 2008-3434. In June 2013, BluePrince a division of BUILDERadius was bought by Harris Computer, and made a part of CityView, a division of Harris.

BluePrince allows the Building Inspections department to create and manage building permits and to assign and schedule inspections. Currently, customers do not have the option to pay for building permits via credit card or debit card.

Staff is requesting to enter into a Statement of Work with BluePrince, a part of CityView, a division of Harris, to allow the PayPal Integration be added to the Contractor Bundle in order to offer customers the option of paying online with a credit card or a debit card for their building permit(s). This would allow less frustration for those customers and contractors who do not carry cash or a check book.

The City has already paid the planned \$10,307.17 to cover the annual support and maintenance fees for BluePrince that expires on April 30, 2017. There is a one-time license costs of \$1,500, a professional services fee of \$495, and an increase in annual support and maintenance fee of \$310. Full payment of \$2,305 will be required prior to work commencing on the PayPal integration project.

Proposed City Council Motion

Approval of an additional Statement of Work under the terms and conditions of the original agreement to initiate the integration of BluePrince PayPal software into the BluePrince 2.8 Community Development Software Contractor Bundle to allow customers and contractors the capability to pay for building permits online via credit card or debit card in the amount of \$2,305.

Background

Staff has been using BluePrince to process all types of building permits and schedule inspections for the Building Inspections Department since 2008. The Community and Economic Development Department received the PayPal Integration contract on August 3, 2016 and after review of the contract and a conference call with BluePrince to answer questions from the Community and Economic Development Department, the IT Department, and the Finance Department, staff has come to the conclusion this is the most cost efficient way to allow customers the option to pay via credit card and debit card.

Adding the PayPal integration will allow for a more efficient process of applying for a building permit by allowing customers and contractors to pay for building permit(s) via credit card or debit card online. An additional advantage to allowing payments online is the convenience it offers to many contractors who currently submit building permits via email or fax, allowing them the option to pay online would not force them to make a special trip to City Hall to pay for a permit. Additionally, many contractors give their employees credit cards and do not allow employees to carry company cash or checks and this would be an effective way to provide another payment option. Many other cities in the Kansas City Metropolitan area offer customers the option to pay for building permits via credit card and debit card.

Overall, allowing customers the option to pay for building permits via credit card and debit card is a customer service option the Community and Economic Development Department believes should be provided for our customers.

Impact/Analysis

FINANCIAL IMPACT

Contractor:	BluePrince, a part of CityView, a division of Harris	
Amount of Request/Contract:	\$	2,305
Amount Budgeted:	\$	
Funding Source:	010-2100-400-3020	
Additional Funds:	\$	N/A
Encumbered:	\$	N/A
Funds Remaining:	\$	N/A

Staff Recommendation, Action, and Date

Staff recommends approving the Ordinance to add the Statement of Work for PayPal Integration with BluePrince in order to offer customers the option of paying online with a credit card or a debit card for their building permit(s).

List of reference documents attached

Ordinance

Exhibit A - BluePrince PayPal Integration Statement of Work

Original BluePrince Contract from February 26, 2008 per Ordinance No. 2008-3434

CityView[®]

BluePrince[®] 2.8
Community Development Software
PayPal Integration

Belton, MO
August 3, 2016



BluePrince[®]

Software and Services for Community Development

BluePrince PayPal Integration

This document, when executed, will serve as the Statement of Work (SOW). The cost is firm, based on the scope of work defined here.

1. **Integration Request:** The City of Belton, MO has requested the PayPal Integration be added to the Contractor Bundle

2. **Scope of Work:**
 - Activate the PayPal Integration
 - Generate Certificate from Belton's PayPal Account
 - Configure Notification of Payment for specific users

3. **SOW Costs:** Following is a firm cost for this SOW based on the scope of work defined here. Costs covers set-up, configuration, and training.

COST TABLE	TOTAL
One- Time License Costs	
PayPal Integration	\$1,500

Professional Services	
Setup, Configuration, and Training (3 hours) ¹	\$495

Total Amount Due	\$1,995
-------------------------	----------------

Recurring Costs	
Increase in Annual Support and Maintenance ¹	\$310

¹ Support and Maintenance Increase will be prorated based on current term.

Payment Terms

Full payment of \$2,305 dollars will be required prior to work commencing on the project, and by virtue of authorization of this quote the customer is accepting the proposal and authorizing the work to commence.

CityView

Belton, MO

By: _____
(Signature)

By: _____
(Signature)

By: _____
(Print Name)

By: _____
(Print Name)

Title _____

Title: _____

Date: _____

Date: _____

SECTION IX

B

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.

WHEREAS, the City of Belton has been a participant in the regional cooperative purchasing program since 2003 with Mid-America Regional Council/Kansas City Regional Purchasing Cooperative (hereinafter known as “MARC/KCRPC”); and

WHEREAS, one of the cooperative programs offered through this partnership is the public auction services contract including transportation and storage of surplus items, and

WHEREAS, MARC/KCRPS recently solicited through a Request for Proposal for bids on the public auction services and Affiliated Auctioneers, LLC was awarded the contract for two years from October 1, 2016 to September 30, 2018 with the option to renew for three (3) additional one year periods; and

WHEREAS, the City of Belton believes the continued participation in this cooperative program for public auction services of surplus equipment and other items is of benefit to the City by providing efficient and effective public auction services in the greater metropolitan area.

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

Section 1. The City of Belton is hereby approved to continue participation in the cooperative contract awarded to Affiliated Auctioneers, LLC by MARC/KCRPC for auction services as needed by the City to dispose of surplus equipment and other items under the terms and conditions of the Yearly Contract for Auction Services, herein attached and incorporated as **Exhibit “A”** to this Ordinance..

Section 2. This Ordinance shall take effect and be in full force immediately after its adoption by the City Council.

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

READ FOR THE FIRST TIME: October 11, 2016

READ FOR THE SECOND TIME AND PASSED:

Mayor Jeff Davis

Approved this ____ day of _____, 2016.

Mayor Jeff Davis

ATTEST:

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

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

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

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

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



YEARLY CONTRACT for AUCTION SERVICES
RFP # 76 - Correction

This CONTRACT, by and between Mid-America Regional Council/Kansas City Regional Purchasing Cooperative, hereinafter referred to as "MARC/KCRPC", and Affiliated Auctioneers, L.L.C., hereinafter referred to as "Contractor" is effective this 1st day of October, 2016.

WITNESSETH:

WHEREAS, MARC/KCRPC does hereby accept, with modifications, if any, the PROPOSAL of: Affiliated Auctioneers LLC. The PROPOSAL is made a part of this contract.

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

1. SCOPE OF SERVICES

- a. Provide a public auction facility located within the Greater Kansas City metropolitan area. Provide all necessary services for the disposal of personal property, vehicles, heavy equipment, electronic equipment, office furniture, tools, toys, jewelry, coins, sporting goods, musical instruments, police seized property and unclaimed stolen property.
- b. Provide transport of, and secure storage and/or warehousing, for surplus to be sold. Contractor shall provide secure outside storage of all vehicles and construction equipment. Inside storage shall be provided by the contractor for all other personal property, including, but not limited to electronic equipment, office furniture, tools, toys, jewelry, coins, sporting goods, musical instruments, unless otherwise agreed upon between the Participant and Contractor. Contractor shall provide storage space at facility for a minimum of ninety (90) days until surplus is sold. For longer storage periods, Contractor offered to provide storage at no charge for periods needed beyond the ninety (90) days.
- c. A minimum of one (1) public auction per month, will be held at the Contractor's facility. Contractor shall provide auctioneer, title clerks (if vehicles are to be sold), cashiers, security, and advertising. At no time will the Participants' surplus be the only merchandise being disposed of at any one auction
- d. Contractor shall be required to advertise in a minimum of two legal newspapers (Kansas City Star, Kansas City Hispanic News, The Call, or other metro newspaper), at least two weeks prior to the auction. Contractor shall mail (either by electronic method or using US Postal Service) any brochures or catalogs to any bidders' list that may be provided by the Participants, as well as the Contractor's mailing list, which should be a minimum of 5,000 businesses or individuals.
- e. Contractor shall provide management of advertising, cataloging, labeling items, registration of bidders, security, payment collections, auction transaction accounting, and overall auction process, including recommendations to improve the value of surplus property prior to auctioning. Contractor may be requested to perform additional services such as: evaluate condition of vehicles and submit written recommendations to Participants, per vehicle, on improvements that could increase the bid price, visit various Participant locations, regarding the value of items scheduled for sale, provide written and/or verbal appraisal of surplus items, and remove identification on vehicles/equipment prior to auction. This can include, but is not limited to removal of logos, lettering and repainting areas as necessary. Commissions to be charged and pricing for additional services are provided on Form 6 Fee Schedule, as attachment to this contract.
- f. Contractor shall provide for a live internet auction in conjunction with actual auction, increasing buyer participation.
- g. Provide on-site auction services for special sales as determined and requested by the Participants.
- h. Participants reserve the right to establish pricing reserves on equipment. A contact person for the Participant will be appointed and contact information provided to Contractor, for consultation during an auction, when a reserve is designated on surplus equipment or vehicles.
- i. Jackson County, Missouri requires Contractor to pick up all surplus items within five (5) to ten (10) business days after receipt of written notification for disposal. If more time is required to pick up surplus items, Contractor must notify the Jackson County Purchasing Department. Jackson County may notify Contractor

via fax, email, or a combination thereof with a list of items to be picked up including but not limited to location, point of contact, and phone number. Any surplus items not available to Contractor, either by County Department refusal to release surplus items to Contractor or surplus items not at location where indicated in notification, Jackson County requires Contractor to notify the Jackson County Purchasing Department as soon as possible. Written notice may be received via fax, email or a combination thereof with list of items not available including but not limited to location, point of contact, and phone number.

2. CONTRACT TIME

Contract is effective from October 1, 2016 through September 30, 2018 with the option to renew for three (3) additional ONE YEAR periods.

3. PAYMENTS for COMMISSIONS AND ADMINISTRATIVE FEE:

Commissions:

- a. All payments of sale proceeds are due thirty (30) calendar days after the closing of each sale. Payments shall be issued directly to the applicable Participant.
- b. A late penalty of 18% will be assessed to the contractor, by the Participant, each month the payments are not received by the applicable Participant.

Administrative Fee:

- c. Payment of the 1.5% Administrative Fee to MARC/KCRPC shall be based on gross sales (after commission and additional services are deducted from proceeds) for each sale. If no sales were conducted during a particular month, a report reflecting this shall be sent to the Program Coordinator.
- d. The Contractor shall have no claim or right to all or any portion of the Administrative Fee. Failure to provide monthly reports as required, may be deemed breach of the contract. All payments shall be made payable to: Mid-America Regional Council, referencing RFP #76 and sale date on each payment. Payment shall accompany a composite report of all contract purchases against any and all purchase orders issued against this contract. The report shall be submitted with payment to: MARC, Attn: Finance Department, 600 Broadway Suite 200, Kansas City MO 64105-1659. The report shall include, at a minimum:
 - Participant with detail of surplus items sold, quantity and sale price.
 - The report shall be totaled for the accumulated dollar amount sold within the particular month period for each Participant or Non-Participant.
 - *In lieu of original copy of report, the report may be submitted electronically in Excel (preferred) or PDF format by email to the Program Coordinator. However, ALL fee payments must be sent to MARC (see paragraph d).*

4. TERMINATION

Subject to the provisions below, any contract derived from this Request For Proposal may be terminated by either party upon thirty (30) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then said contract may be extended upon written approval of MARC/KCRPC or Participants until said work or services are completed and accepted.

a. TERMINATION FOR CONVENIENCE

In the event that the contract is terminated or cancelled upon request and for the convenience of MARC/KCRPC and Participants, without the required thirty (30) days advance written notice, then MARC/KCRPC and Participants shall negotiate reasonable termination costs, if applicable.

b. TERMINATION FOR CAUSE

Termination by MARC/KCRPC or Participants for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.

5. CHANGES AND ADDITIONAL SERVICES

MARC/KCRPC may at any time, by written order, make changes or additions, within the general scope of this contract in or to specifications or instructions for work. If any such change causes an increase or decrease in the cost of or in the time required for performance of this contract, the Contractor shall notify MARC/KCRPC in writing immediately and an

appropriate equitable adjustment will be made in the price or time of performance, or both, by written modification of the contract. Any claim by the Contractor for such adjustment must be asserted within 30 days, or such other period as may be agreed upon in writing by the parties, after the Contractor's receipt of notice of the change. Nothing herein contained shall excuse the Contractor from proceeding with the contract as changed.

6. CONFLICTS OF INTEREST

The Contractor certifies that to the best of their knowledge or belief, no elected or appointed official of any Participant is financially interested, directly or indirectly, in the purchase of the goods or services specified on this order.

7. COMPLIANT WITH APPLICABLE LAWS

The Contractor warrants it has complied with all applicable laws, rules and ordinances of the United States, or any applicable state, municipality or any other Governmental authority or agency in providing services including but not limited to, all provisions of the Fair Labor Standards Act of 1938, as amended.

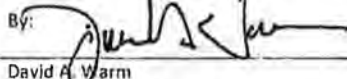
8. INDEMNIFICATION

Contractor agrees to maintain liability and workmen's compensation insurance, satisfactory to MARC/KCRPC and the Participants, and to indemnify MARC/KCRPC and the Participants against all liability, loss and damage arising out of any injuries to persons and property caused by Contractor, his sub-contractors, employees or agents.

9. NOTICES

Any notice to any Contractor from MARC/KCRPC relative to any part of this contract will be in writing and considered delivered and the service thereof completed when said notice is posted, by certified or regular mail, to the said Contractor at his last given address or delivered in person to said Contractor or his authorized representative

IN WITNESS WHEREOF, the parties hereto have signed this CONTRACT:

By: 
David A. Warm
Executive Director
Mid-America Regional Council
600 Broadway Suite 300
Kansas City MO 64105-1659

By: 
Durke Dickey
Affiliated Auctioneers LLC
8747 E 40 Highway
Kansas City MO 64129
P. 816-920-6606
Email: durke@affiliatedauctioneers.com

Date: 9/23/16

Title: CEO/Owner
Date: 9/20/2016

Attachments: Form 6 - Fee Schedule
Distribution:
Originals: Contractor
KCRPC Program Coordinator
CC: Participants, Database

FORM NO. 6: FEE SCHEDULE

Commission will be paid as follows - Gross sales receipts, less additional services deducted, and the 1.5% administrative fee will be assessed against balance.

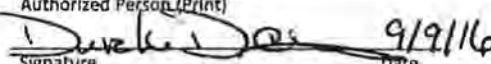
Item Description:	Commission	Commission
	Includes transportation by Contractor	Transportation provided by Participant:
Vehicles	14%	10%
Heavy equipment (bucket trucks, backhoes, trailers, etc.)	15%	11%
Construction Equipment (plows, mowers, attachments, etc.)	15%	11%
Personal Property (Desks, chairs, copiers, computers, police confiscated property, etc.)	30%	20%
On site auction without set up (sale only)	20%	
On site auction with set up and sale	30%	
Other: <u>Lost /Replacement Title Fee</u>	\$26 State of MO/\$43.50 State of KS	

Services Available:

If an item listed below is included in the commission to be paid, make note "included" or "no charge".

	Rate:
Vehicle wash:	\$ <u>5.00</u> /per vehicle
Detailing of vehicles:	\$ <u>175 Lg/125 sm</u> /per vehicle
Gasoline:	\$ <u>3.50 Diesel/3.00 Gas</u> /gal (min 1 gal)
Vacuuming:	\$ <u>5.00</u> /per vehicle
Battery: (to make vehicle operational and to remain with vehicle or equipment)	\$ <u>120</u> /each
Flat tire repair:	\$ <u>per case basis</u> /per tire
Keys:	\$ <u>per case basis</u> /per key
Logo removal from vehicles/equipment:	\$ <u>included</u> /per vehicle
Storage services beyond 90 days:	\$ <u>included</u> /per day/24 hours
Paint touchups:	\$ <u>per case basis</u> /per vehicle

Affiliated Auctioneers, LLC
 Company Name
8747 E 40 Hwy
 Address
Kansas City, MO 64129
 City/State/Zip
(816) 920-6606
 Telephone # Fax #
durke@affiliatedauctioneers.com
 Email

Durke Dickey
 Authorized Person (Print)

 Signature Date
Owner/CEO
 Title
20-4768741
 Tax ID No.
Auction House
 Auction House
 Entity Type

Rev: para 18 8/18/16

SECTION IX

C

BILL NO. 2016-105

ORDINANCE NO. 2016 -

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF THE MEMORANDUM OF AGREEMENT BETWEEN THE DRUG ENFORCEMENT ADMINISTRATION, KANSAS CITY DISTRICT OFFICE AND THE CITY OF BELTON, MISSOURI FOR THE USE OF THE CITY FIRING RANGE.

WHEREAS, the City of Belton owns and the Belton Police Department operates the Belton Firing Range located at 21200 S. Mullen Road, Belton, Missouri; and

WHEREAS, the Belton Police Department has a designated Range Master who is assigned and trained on range operations; and

WHEREAS, The City of Belton desires to cooperate and support local, state and federal law enforcement agencies for improvement of firearm safety and proficiency under the terms and conditions of the Memorandum of Agreement, herein attached and incorporated as Exhibit "A".

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

Section 1. That the Memorandum of Agreement, attached and incorporated herein as Exhibit "A", with the Drug Enforcement Administration, Kansas City District Office for use of the City Firing Range, is hereby approved.

Section 2. That the Mayor is authorized and directed to execute the Memorandum of Agreement on behalf of the City.

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

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

READ FOR THE FIRST TIME: October 11, 2016

READ FOR THE SECOND TIME AND PASSED: October 11, 2016

Approved this 11th day of October, 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 11th day of October, 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 11th day of October, 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: October 11, 2016
ASSIGNED STAFF: James Person
DEPARTMENT: Police

Approvals

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

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

ISSUE/REQUEST: Approve and authorize an agreement between the Drug Enforcement Administration, Kansas City District Office and the City of Belton, Missouri for the use of the City firing range.

PROPOSED CITY COUNCIL MOTION: Approve the Memorandum of Agreement between the City of Belton and the Drug Enforcement Administration, Kansas City District Office to utilize the Belton Firing Range for a term of three years.

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

The Belton Police Department was contacted by the Drug Enforcement Administration of Kansas City wanting to enter into an agreement for the use of the firing range under the terms and conditions outlined in the agreement.

IMPACT / ANALYSIS:

\$50.00 per hour revenue.

FINANCIAL IMPACT

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

TIMELINE	Start:	Finish:
-----------------	--------	---------

OTHER INFORMATION/UNIQUE CHARACTERISTICS:

STAFF RECOMMENDATION:

OTHER BOARDS & COMMISSIONS ASSIGNED:
 Date:
 Action:

List of reference Documents Attached:

Memorandum of Agreement

MEMORANDUM OF AGREEMENT

COMES NOW, the Parties to this Agreement, the Drug Enforcement Administration, Kansas City District Office (hereinafter "Agency") and the City of Belton, Missouri (hereinafter "Belton") regarding the use of the City Firing Range.

The Parties state as follows:

WHEREAS, the City of Belton owns and the Belton Police Department operates the Belton Firing Range located at 21200 S. Mullen Road, Belton, Missouri, adjacent to the City Waste Water Treatment Plant; and

WHEREAS, the Belton Police Department has a designated Range Master who is assigned and trained on the range operations; and

WHEREAS, the Belton Firing Range is equipped with an action target system and is secured against unsupervised access; and

WHEREAS, Agency desires to utilize the Belton Firing Range on occasion for proficiency training of their agents and employees; and

WHEREAS, the City of Belton Police Department desires to cooperate and support local, state and federal law enforcement agencies for improvement of firearm safety and will receive payment to offset labor costs to supervise while using the facilities and, if applicable, to replace and replenish the targets as necessary.

NOW THEREFORE AND FOR THE AGREEMENTS SET OUT BELOW, the Parties agree as follows:

CONSIDERATION AND INSURANCE:

1. Agency agrees to pay the Belton Police Department for services as requested and marked below:

- \$3,000 annually for use of the firing range up to ____ times per year with use of the action target system;
- \$ ____ annually for use of the firing range up to ____ times per year without use of the action target system;
- \$ ____ for a one time use of the firing range with use of the action target system;
- \$ ____ for a one time use of the firing range without use of the action target system; or
- \$50.00 per hour with use of action target system**

2. The Parties understand that the Agency, as a branch of the Federal Government, does not maintain private insurance. However, the negligent or wrongful acts or omissions of the Agency's employees while acting in the scope of their employment are addressed by the Federal Tort Claims Act, Title 28, United States Code, Sections 1346(b) 2671-2680, which allows claims against the United States based on the actions of its employees.

TERM AND TERMINATION:

3. This Agreement shall be renewed annually up to three (3) years from date of execution unless either party notifies in writing the other party sixty (60) days in advance of termination of the agreement. Any annual payment made to the Belton will be pro rata refunded to the Agency in the event of a termination during an annual term, otherwise any one time payments are non-refundable.

PROCEDURES AND OPERATIONS:

4. The Belton Police Department will provide access to the firing range at mutually agreeable and scheduled times during daylight hours.
5. **The Belton Police Department will track the hours used by Agency and invoice Agency quarterly. Invoices should be e-mail to invoice.stlouis@usdoj.gov Agency shall pay within 30 days receipt of invoice.**
6. Agency shall contact the Belton Police Department Range Master at least ten (10) days in advance to schedule the range.
7. The Range Master shall be in attendance at the range at all times the Agency is on the range.
8. Agency shall report any damages or injuries to the Range Master immediately and complete any incident report.
9. Agency shall provide the Range Master a list of agents or employees present on the firing range prior to access to the range.
10. The Range Master reserves the right to eject any Agency employee or other person in attendance from the range upon his-her judgment that the agent is posing a safety or health threat to himself/herself or others. An incident report will be generated to document the event.
11. Agency will use only lead free frangible ammunition on the firing range unless prior approval has been obtained from the Range Master.

OTHER PROVISIONS:

12. Agency shall be responsible for complying with federal, state and local laws in all operations and transactions.

13. Any official notices regarding provisions or issues under the Agreement shall be sent to the following of each party:

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

Agency:
Drug Enforcement Administration
Julie Conroy
317 South 16th Street
St. Louis, MO 63103

14. This Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association as between Belton and Agency. No joint employment is intended or created by this agreement for any purpose.
15. This Agreement shall be construed under the laws of the State of Missouri and any disputes shall be heard in Cass County, Missouri.
16. This Contract and the Contract documents embody the entire agreement between the parties hereto and there are no inducements, promises, terms, conditions or obligations made or entered into by City or Agency other than as contained herein.

THE PARTIES HERETO ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND THIS AGREEMENT, AND AGREE TO BE BOUND BY ALL TERMS, CONDITIONS AND PROVISIONS OF THIS AGREEMENT, AS INDICATED BY THEIR SIGNING OF THIS AGREEMENT.

FOR CITY OF BELTON

FOR AGENCY

Mayor

Julie Conroy

Authorized agent - Contracting Officer

Date

9-19-16

Date

Attestation:

City Clerk

Authorized witness

Date

Date

SECTION IX

D

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.

WHEREAS, Belton and Grandview have been working collaboratively on the 155th Street Widening Project;

WHEREAS, on June 10, 2014, City Council approved a Design Professional Service Agreement with Wilson & Company for the 155th Street Widening Project per Ordinance No. 2014-4003; and

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

WHEREAS, in past public meetings, staff received questions from citizens about the possibility of constructing public sewer for about 10 property owners who currently have septic systems. On March 29, 2016, staff members met with four property owners along 155th Street who would be affected by the construction of the public sanitary sewer. The four property owners were in support of the project and since then have donated the necessary easements; and

WHEREAS, on April 12, 2016, City Council approved a Professional Services Agreement with Wilson & Company for the design of the 155th Street Sanitary Sewer Extension Project; and

WHEREAS, an advertisement for bids on the aforementioned project was posted on the City's website and on Drexel Technologies plan room on August 25, 2016. Per the advertisement, on September 22, 2016 at 10:00 AM the City of Belton publicly opened and read aloud the bids at City Hall Annex. Quality Assurance Plans were reviewed by the project team during the week of September 26, 2016. A total of six bids were received and read; and

WHEREAS, based on the bids and Quality Assurance Plans received, Pyramid Construction & Excavation, Inc. is the lowest and best bidder; and

WHEREAS, staff recommends City Council authorize and approve an agreement award to Pyramid Excavation & Construction, Inc. for the 155th Street Sanitary Sewer Extension Project in the not-to-exceed amount of \$239,087.00; the agreement is attached to this ordinance as **Exhibit A**.

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 an Agreement award to Pyramid Excavation & Construction, Inc. for the 155th Street Sanitary Sewer Extension Project in the not-to-exceed amount of \$239,087.000 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: October 11, 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: October 11, 2016

DIVISION: Engineering

COUNCIL: Regular Meeting Work Session Special Session

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

ISSUE/RECOMMENDATION:

Award the Agreement for the 155th Street Sanitary Sewer Extension Project to Pyramid Excavation & Construction, Inc.

This project was advertised on August 25, 2016, bids were opened and publicly read aloud at City Hall Annex on September 22, 2016, and Quality Assurance Plans were reviewed by the project team during the week of September 26, 2016.

The summary of bids received is illustrated below:

Bidder	Total Bid	QAP Scores (50 pt max)
Pyramid Excavation & Construction, Inc.	\$239,087	36.8
Westland Construction	\$248,650	Not provided
Wiedenmann Construction, Inc.	\$265,000	35.1
Redford Construction, Inc.	\$271,777	33.1
She Digs It, LLC	\$323,195	Not provided
Beemer Construction Co., Inc.	\$391,426	22.5
Engineer's Estimate	\$261,000	n/a

This contract award should occur in concurrence with the budget amendment included in this Council Packet.

PROPOSED CITY COUNCIL MOTION:

At the October 11, 2016 regular City Council meeting, approve the first reading of an ordinance authorizing and approving an Agreement Award to Pyramid Excavation & Construction, Inc. for the 155th Street Sanitary Sewer Extension in the amount of \$239,087.

BACKGROUND:

This project received consensus from Council at the March 1, 2016 City Council Work Session, a Professional Services Agreement with Wilson & Company, Engineers & Architects was approved at the April 12, 2016 City Council Regular Session, and the budget amendment in order to create a project titled 155th Street Sanitary Sewer in the Sewer Impact Fee – Fund 460 and allocate all available sewer impact fee dollars from the Little Blue Valley Basin to the project was approved at the July 26, 2016 City Council Regular Session, City Council.

IMPACT/ANALYSIS:

This contract award should occur in concurrence with the budget amendment included in this Council Packet.

FINANCIAL IMPACT

Contractor:	Pyramid	
Amount of Request/Contract:	\$	239,087.00
Amount Budgeted:	\$	200,000.00
Funding Source:	460-5412-495-7117	
Additional Funds:	\$	n/a
Funding Source:	n/a	
Encumbered:	\$	n/a
Funds Remaining:	\$	-39,087

STAFF RECOMMENDATION, ACTION, AND DATE:

At the October 11, 2016 regular City Council meeting, approve the first reading of an ordinance authorizing and approving an Agreement Award to Pyramid Excavation & Construction, Inc. for the 155th Street Sanitary Sewer Extension in the amount of \$239,087.

LIST OF REFERENCE DOCUMENTS ATTACHED:

- Ordinance
- Construction Agreement



AGREEMENT

Contract Number 460-5412-495-7117

Project Title 155th Street Sanitary Sewer Extension

THIS AGREEMENT is made and entered into on this date _____
between Pyramid Excavation & Construction, Inc.,
(CONTRACTOR) as principal, and _____,
(SURETY) and BELTON, MISSOURI, a Charter City in the State of Missouri, (OWNER).

OWNER, CONTRACTOR and SURETY, for and in consideration of mutual covenants hereinafter set forth, agree and bind themselves and their respective heirs, executors, administrators, successors and assigns as follows:

Sec. 1. CONTRACTOR shall complete the Work as specified or indicated in the Contract Documents. CONTRACTOR shall furnish all materials, supplies, equipment, and labor and pay labor of all laborers, subcontractors, teamsters, truck drivers, teams and wagons employed, and owners of equipment used on the Work.

Sec. 2. The Contract Documents shall consist of the following component parts.

155th Street Sanitary Sewer Extension Plans

Addenda 1 Dated 9/12/16

Addenda 2 Dated 9/20/16

Introductory Information

Certification Page

Table of Contents

List of Drawings

Bidding Requirements

Bidder's Affidavit

Invitation to Bid

Instructions to Bidders

Quality Assurance Plan Specification

Bid Form and Unit Prices

Bid Bond

Contracting Requirements

Agreement

Performance and Maintenance Bond

Payment Bond

Insurance Certificate

Affidavit of Enrollment in Federal Work Authorization Program and E-Verify

Certificate of Owner's Attorney

General Contract Conditions

Supplementary Conditions
Missouri Prevailing Wage Info and Forms
Annual Wage Order No. 23
Missouri Revised Statutes and Code of State Regulations
Missouri Project Exemption Certificate
Request for Interpretation
Change Order

Notice to Proceed
Notice of Award

Technical Specifications

Refer to APWA Standard Specifications and Design Criteria

Appendix

Construction Stormwater Pollution Prevention Plan (SWPPP)
Geotechnical Report

Sec. 3. OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount equal to the sum of the amounts determined below (the Contract Price) two-hundred thirty-nine thousand eighty-seven dollars (\$239,087.00)
(Words) (Figures)

Sec. 4. CONTRACTOR agrees to begin the Work promptly upon the date stated in the "Notice to Proceed" and to complete the Work within the times specified in the Contract Documents, unless further time is granted by OWNER.

Sec. 5. CONTRACTOR agrees and guarantees that the Work herein mentioned shall be constructed without further compensation than that provided for in the Contract Documents. The acceptance of the Work done hereunder and payment therefore shall not be held to prevent the maintenance of an action on CONTRACTOR's bonds for failure to construct said Work in accordance with the Contract Documents.

Sec. 6. Retainage under this AGREEMENT, if any, shall be specified in the Contract Documents.

Sec. 7. CONTRACTOR agrees and guarantees to make good, at its own expense and in accordance with the instructions of OWNER, any and all faulty or defective material or workmanship which may appear in the Work in accordance with and during the period stated by the Contract Documents.

Sec. 8. SURETY guarantees that CONTRACTOR will 1) well and truly perform the covenants contained in the Contract Documents, and 2) pay for the Work and all materials, labor of all laborers, Subcontractors, teamsters, truck drivers, teams and wagons employed, and owners of equipment used on the Work, and for all materials used herein. If the cost of the Work including the cost of performing and furnishing labor, or of furnishing or incorporating equipment and materials is not paid in full by CONTRACTOR, then SURETY hereby agrees to pay for said Work including labor, use of equipment and materials, or any part thereof which is not paid by CONTRACTOR, within the time stated and in accordance with the conditions provided in SURETY's Payment Bond, which is attached and incorporated herein by reference. This provision shall entitle any and all laborers, truck drivers, teamsters and owners of trucks, teams and wagons who may do Work, and parties who may furnish equipment or materials, on or for the improvement to be made under this AGREEMENT, to sue and recover from SURETY

the amount due or unpaid to them by CONTRACTOR. SURETY hereby agrees with OWNER that CONTRACTOR shall well and faithfully perform each and all the terms and agreements in the Contract Documents.

Sec. 9. SURETY agrees that no change, extension of time, alteration or additions to the terms of the Contract Documents or to the Work to be performed thereunder, not including Work to be performed beyond the sum of the Contract Price, shall in any way affect SURETY's obligations on this Contract and Bond. SURETY does hereby waive notice to any such change, extension of time, alterations or additions to the Contract Documents or to the Work. Regarding Work beyond the sum of the Contract Price, CONTRACTOR shall notify SURETY of said Work. Work beyond the sum of the Contract Price shall not be approved by OWNER unless and until SURETY provides written approval to OWNER and CONTRACTOR.

Sec. 10. The OWNER and CONTRACTOR hereto agree that this AGREEMENT in all things shall be governed by the laws of the State of Missouri.

Sec. 11. The CONTRACTOR, and their subcontractor(s) if any, agrees to comply with all applicable federal and state laws and regulations, non-discrimination employment requirements, labor requirements, occupational safety requirements, and local ordinances.

Sec. 12. All of the provisions of this AGREEMENT shall be severable. In the event that any provision of this AGREEMENT is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this AGREEMENT shall be valid unless the court finds the valid provisions of this AGREEMENT are so essentially and inseparably connected with and so dependent upon the invalid provisions that it cannot be presumed that the parties to this AGREEMENT could have included the valid provisions without the invalid provisions; or unless the court finds that the valid provisions, standing alone, are incapable of being performed in accordance with the intentions of the parties.

Sec. 13. The CONTRACTOR expressly warrants that they have employed no third person or party to solicit or obtain this AGREEMENT on their behalf. Breach of this warranty shall constitute adequate cause for the annulment of this AGREEMENT by the OWNER.

Sec. 14. This AGREEMENT shall be binding upon all Parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, CONTRACTOR, SURETY and OWNER's authorized representative have hereunto set their hands and seals respectively, in execution of this Contract.

CONTRACTOR

Name, address, e-mail address and facsimile number of CONTRACTOR

I hereby certify that I have authority to execute this document on behalf of CONTRACTOR.

By: _____
Printed Name: _____
Title: _____

Attested By: _____
Printed Name: _____
Title: _____

(Attach corporate seal if applicable)

SURETY

Name, address and facsimile number of Surety:

I hereby certify that I have authority to execute this document on behalf of Surety.

By: _____
Printed Name: _____
Title: _____

Attested By: _____
Printed Name: _____
Title: _____

(Attach seal and Power of Attorney)

BELTON, MISSOURI

Address and facsimile number of City department

Public Works Department

City Hall Annex

520 Main Street

Belton, Missouri 64012

Fax: (816) 322-6973

By: _____

Printed Name: Jeff Davis

Title: Mayor

Attested By: _____

Printed Name: Patti Ledford

Title: City Clerk

(Attach Seal)

I hereby certify that there is a balance, otherwise unencumbered, to the credit of the appropriation to which the foregoing expenditure is to be charged, 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 hereby incurred.

By: _____

Printed Name: Sheila Erzen

Title: Finance Director, City of Belton, MO

SECTION IX
E

BILL NO. 2016-107

ORDINANCE NO. 2016-

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.

WHEREAS, pursuant to Section 42-273 of the Unified Development Code, there are four sanitary sewer service areas within the City of Belton. Fees are collected and established in separate sanitary sewer funds. The funds collected by reason of the section shall be used solely for the purpose of acquiring, equipping or making capital improvements to sanitary sewer facilities of each respective sanitary sewer service area; and

WHEREAS, during the March 1, 2016 City Council Work Session, staff proposed constructing a public gravity sanitary sewer for property owners along 155th Street, who currently have septic systems before the street improvement project is advantageous to the property owners and the City and timely to occur before the 155th Street Improvements Project; and

WHEREAS, the location of the aforementioned properties along 155th Street are within the Little Blue Valley sanitary sewer service area; and

WHEREAS, on March 8, 2016 under Ordinance No. 2016-4180, the City Council approved the Fiscal Year 2017 City Budget; and

WHEREAS, on March 29, 2016 staff met with the four property owners along 155th Street to discuss the sanitary sewer project and all property owners were in support of the sanitary sewer project; and

WHEREAS, on April 12, 2016 under Ordinance No. 2016-4206, the City Council approved a Professional Services Agreement with Wilson & Company, Engineers & Architects to complete and design services for the 155th Street Sanitary Sewer Project at a not-to-exceed cost of \$20,373.00; and

WHEREAS, on July 26, 2016 under Ordinance No. 2016-4248 a budget amendment was approved which allocated \$25,000 for Engineering and Design and \$200,000 for Construction for the 155th Street Sanitary Sewer Project, equaling a budget level project total of \$225,000; and

WHEREAS, since Ordinance 2016-4248 was approved, the design has been complete, the project was advertised and bids were received and the lowest and best bid was in the amount of \$239,087; and

WHEREAS, the finance director is ordered to transfer \$39,087, in addition to the \$121,109 ordered to be transferred by Ordinance 2016-4248, from the Wastewater – Fund 660 to the Sewer Impact Fee – Fund 460. The \$39,087 and \$121,109 (totaling \$160,196) will be repaid

when the total sewer impact fees collected, after July 21, 2016, from the Little Blue Valley sanitary sewer service area and interest earned totals at least \$160,196.

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

Section 1. In the Sewer Impact Fees Fund, #460...

INCREASE the balance by \$39,087 (whole dollars) of Expenditure line item, #460-5412-495-7117, named Construction.

INCREASE the balance by \$39,087 (whole dollars) of Revenue line item, #460-0000-367-9000, named Cash Carryover.

DECREASE the balance by \$39,087 (whole dollars) of Expenditure line item, #460-0000-400-9000, named Rainy Day.

Section 2. In the Wastewater Fund, #660...

DECREASE the balance by \$39,087 (whole dollars) of Revenue line item, #660-0000-367-9000, named Cash Carryover.

DECREASE the balance by \$39,087 (whole dollars) of Expenditure line item, #660-0000-400-9000, named Rainy Day.

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

READ FOR FIRST TIME: October 11, 2016

READ FOR SECOND TIME AND PASSED:

Mayor Jeff Davis

Approved this _____ day of _____, 2016.

Mayor Jeff Davis

ATTEST:

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

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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and 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: October 11, 2016

DIVISION: Engineering

COUNCIL: Regular Meeting Work Session Special Session

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

ISSUE/RECOMMENDATION:

At the March 1, 2016 City Council Work Session, staff proposed and received consensus from Council for constructing public sanitary sewer for property owners along 155th Street who currently have septic systems. Staff then met with the four property owners and they were in support.

At the April 12, 2016 City Council Regular Session, City Council approved a Professional Services Agreement with Wilson & Company, Engineers & Architects to complete engineering and design services for the project.

At the July 26, 2016 City Council Regular Session, City Council approved the budget amendment in order to create a project titled 155th Street Sanitary Sewer in the Sewer Impact Fee – Fund 460 and allocate all available sewer impact fee dollars from the Little Blue Valley Basin to the project.

As previously reported, staff proposes the Wastewater – Fund 660 loan the Sewer Impact Fee – Fund 460 the additional money necessary to complete the project. The Sewer Impact Fee – Fund 460 will reimburse the Wastewater – Fund 660 as development occurs that generates impact fees in the Little Blue Valley Basin. Considering that the basin includes the commercial area around 58 Hwy and 163rd Street, the full reimbursement should not take long, and there are no known projects that will need impact fee funds in the near term.

Since the budget amendment approved on July 26, 2016, design has been complete, the project was advertised and bids were received. The lowest and best bidder, Pyramid Excavation & Construction, Inc. came in at \$239,087, which is \$39,087 above the budgeted amount. Staff recommends completing a budget amendment in order to increase the construction funds from \$200,000 to \$239,087 in Fund 460-5412-495-7117.

PROPOSED CITY COUNCIL MOTION:

At the October 11, 2016 City Council Regular Session, authorize and approve the first reading of 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 \$39,087.

BACKGROUND:

In public meetings for the 155th Street Improvements Project, staff received questions from citizens about the possibility of constructing public sewer for about 10 property owners who currently have septic systems. At that point, staff agreed that it should be considered for inclusion in future Capital Improvement Programs.

As design and property acquisition for the 155th Street improvements has progressed, staff has determined that constructing a gravity sewer system to these properties before the street improvement project is best and timely. There are 3 properties with septic systems that are adjacent to the street improvement project. This negatively affects the location of the new waterline, forcing it under the street. The septic systems could be modified or moved so the waterline can be parallel to the street instead of under it, but modifying the septic systems presents many challenges that make expediting the public sewer project the best solution now.

IMPACT/ANALYSIS:

The lowest and best bid received was \$239,087. Staff proposes that the Wastewater – Fund 660 loan the Sewer Impact Fee – Fund 460 the additional money necessary to complete the project.

STAFF RECOMMENDATION, ACTION, AND DATE:

At the October 11, 2016 City Council Regular Session, authorize and approve the first reading of 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 \$39,087.

LIST OF REFERENCE DOCUMENTS ATTACHED:

Ordinance

SECTION IX

F

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.

WHEREAS, the City of Belton, Missouri Code of Ordinances was recodified in October 2011; and

WHEREAS, Appendix B, Table 4. – Speed Zones is updated from time to time to reflect the appropriate speed limits throughout the City; and

WHEREAS, Towne Center Drive is a collector within the City of Belton, located between 58 Highway and Markey Parkway. The speed limit code was updated in 2014 to include Towne Center Drive and the speed limit was set at 35 mph; and

WHEREAS, Olsson Associates completed the design of the Markey Parkway and Towne Center Drive Project. In a Technical Memorandum dated June 19, 2014 and prepared by Olsson Associates, the horizontal alignment of the roadway geometry is discussed and states that Towne Center Drive was designed as a collector with a design speed of 30 mph. Since completion of the project in April 2015, one sign has been installed per the plans at 30 mph; and

WHEREAS, staff recommends amending Appendix B, Table 4. – Speed Zones of the Code of Ordinances of the City of Belton, Missouri to reflect the speed limit on Towne Center Drive to be 30 mph.

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

SECTION 1. That Appendix B, Table 4. – Speed Zones of the Code of Ordinances of the City of Belton, Missouri is hereby amended to read, with the deletion of the stricken text and the addition of the highlighted text, as follows:

**CITY OF BELTON, CODE OF ORDINANCES
APPENDIX B
TABLE 4. - SPEED ZONES**

Place	Street	Speed Limit
Broadmoor Garden Mobile Home Park	Rainbow Drive	10 mph
	Maple	10 mph
	Elm	10 mph
	Lawn	10 mph
Crown Trailer Park	All streets	15 mph
Huffman Park	All streets	5 mph
Liz Ann Trailer Village	Aspen Street	15 mph
	Birch Street	15 mph
Military Housing Area	Truax Avenue	15 mph
	Bong Avenue	15 mph
	Clark Avenue	15 mph
	Stewart Avenue	15 mph
	Tinker Avenue	15 mph
	Kelly Avenue	15 mph
	Nellis Avenue	15 mph
	Gregg Avenue	15 mph
Mobile Homes Village	All streets	5 mph
Plaza Acres Park	All streets	5 mph
Oak Hill Park	All streets	10 mph
Southfork Mobile Home Community	Valeen Lane	15 mph
	Cliff Barnes Lane	15 mph
	J.R. Avenue	15 mph
	Christopher Crossing	15 mph
	Oil Lane	15 mph
	Jenna Avenue	15 mph
	John Ross Road	15 mph
	Ray Krebs Avenue	15 mph
Pamela Avenue	15 mph	

	Sue Ellen Avenue	15 mph
	Ewing Way	15 mph
	Miss Ellie Circle	15 mph
	Jock Lane	15 mph
	Dollar Drive	15 mph
	Bobby Avenue	15 mph
Springdale Lake Estates	Aster	10 mph
	Bluebonnet	15 mph
	Canna	15 mph
	Daisy	15 mph
	Evergreen	15 mph
	Forsythia	15 mph
	Gladiola	15 mph
	Honeysuckle	15 mph
	Iris	15 mph
	Jasmine	15 mph
	Narcissus	15 mph
	Springdale Drive	15 mph

It shall be unlawful for any person to drive a vehicle in excess of the following limits when signs are in place giving notice thereof:

Street	Speed Limit
155th Street from Terry Avenue to east city limit	35 mph
163rd Street, from the intersection of State Highway 58 to Kentucky, both directions	35 mph
All school zones during the hours of 7:00 a.m. and 4:00 p.m.	20 mph
Belmo Drive	15 mph
Bel-Ray, southbound at 16807 and northbound at the entrance off Highway Route 58	35 mph
Blue Avenue from South East to Lillard	15 mph
Cactus Drive	15 mph
Cambridge Road, from Y Highway to Peculiar Drive	35 mph
Chestnut Street from Main Street to Loop Road	15 mph

Cimarron Drive	15 mph
Circle Drive	15 mph
Corral Drive	15 mph
East Hargis Street	15 mph
East Pacific Drive	15 mph
East Sunrise Drive	15 mph
East Washington Street	15 mph
Herschel Street from Main Street to Loop Road	15 mph
Jefferson Avenue	15 mph
Lake Drive	15 mph
Lillard from Blue Avenue to Central	15 mph
Locust Hill Road from North Scott to Quiktrip	35 mph
Loop Road from Chestnut Street to Herschel Street	15 mph
Minnie from Y Highway to the Park entrance	15 mph
South East Avenue from Commercial to Blue Avenue	15 mph
Highway Route 58:	
(1) From Route D (Holmes Road) to 365 feet west of Prospect Road	55 mph
(2) From 365 feet west of Prospect Rd to 245 feet west of Monte Verde	45 mph
(3) From 245 feet west of Monte Verde to Ella Street	35 mph
(4) From Ella Street to 380 feet east of Clint/Dean	40 mph
(5) Speed limits in all roundabouts will be	15 mph
Interstate 49:	
(1) From 155th Street to Highway 58	65 mph
(2) From Highway 58 to south city limit	70 mph
Indian Trail	15 mph
Main Street, from Scott Avenue to Cedar Street	15 mph
Markey Drive	15 mph
Markey Parkway from 163rd Street to Quik Trip Way	35 mph
Markey Parkway from 163rd Street to Mullen Road	35 mph
Markey Place	15 mph
Markey Road from Westover to North Scott, both directions	35 mph

Markey Terrace	15 mph
Mullen Road:	
(1) From its intersection with 163rd Street south to its intersection with Springdale Lane	35 mph
(2) From its intersection with Highway 58 to a point 150 feet north of the Smokey Hill railroad tracks	35 mph
(3) From a point 150 feet south of the Smokey Hill railroad tracks to the south city limits	35 mph
(4) From Markey Parkway to Highway 58	35 mph
North Cass Parkway:	
(1) West bound beginning at east city limit running west for 250 feet	45 mph
(2) East bound from Peculiar Drive to east city limit	35 mph
North Chestnut Street	15 mph
North Oak Drive	15 mph
North Scott from State Highway 58 to Markey, both directions	35 mph
North Scott from Markey to 155th Street, both directions	45 mph
Peculiar Drive, from State Highway 58 to Cunningham Industrial Parkway	35 mph
Peculiar Drive, from Cunningham Industrial Parkway to North Cass Parkway	45 mph
Peculiar Drive from North Cass Parkway to South City Limits	35 mph
Quik Trip Way, from Locust Hill Road to Markey Parkway	35 mph
Ranchero Place	15 mph
Sagebrush Lane	15 mph
Shady Lane	15 mph
Shawn Drive	15 mph
Silverado Trail	15 mph
Sunny Circle	15 mph
Sunny Drive	15 mph
Towne Center Drive from Markey Parkway to Highway 58	35 mph 30 mph
Tumbleweed Place	15 mph
Westover Road from Markey to North City limits	35 mph
Whisper Lane	15 mph

SECTION 2. That all ordinances or parts of ordinances in conflict with the provisions hereof are hereby repealed.

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

READ FOR THE FIRST TIME: October 11, 2016

READ FOR THE SECOND TIME AND PASSED:

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

AGENDA DATE: October 11, 2016

DIVISION: Engineering

COUNCIL: Regular Meeting Work Session Special Session

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

ISSUE/RECOMMENDATION:

The table of speed limits within the City’s Code of Ordinances is updated from time to time to reflect changes in speed limits as necessary. This table is located in Appendix B – Traffic Schedules, Table 4. – Speed Zones.

Towne Center Drive

Towne Center Drive is a collector within the City of Belton, located between 58 Highway and Markey Parkway. The speed limit code was updated in 2014 to include Towne Center Drive and the speed limit was set at 35 mph. Olsson Associates completed the design of the Markey Parkway and Towne Center Drive Project. In a Technical Memorandum dated June 19, 2014 and prepared by Olsson Associates, the horizontal alignment of the roadway geometry is discussed and states that Towne Center Drive was designed as a collector with a design speed of 30 mph. Since completion of the project in April 2015, one sign has been installed per the plans at 30 mph. Staff recommends amending the code to reflect the speed limit of Towne Center Drive to be 30 mph. Once amended, staff plans to install another speed limit sign on Towne Center Drive near 58 Highway facing northbound traffic.

Peculiar Drive

Peculiar Drive is a collector within the City of Belton, located between 58 Highway and North Cass Connector. Currently, the code states the speed limit of Peculiar Drive is 45 mph between 58 Highway and North Cass Parkway. TranSystems has performed traffic analyses which includes Peculiar Drive realignment as part of potential redevelopment of the old Price Chopper building. The general results of TranSystems analyses were presented at the June 7, 2016 City Council work session. If the road were constructed as currently conceptualized it would include tight curves, therefore reducing the design speed of Peculiar Drive to 35 mph. Staff therefore recommends the speed limit be changed to 35 mph on Peculiar Drive between 58 Highway and Cunningham Industrial Parkway to accommodate current and future development in the area.

PROPOSED CITY COUNCIL MOTIONS:

At the October 11, 2016 regular City Council session, authorize and approve the first reading of an ordinance 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.

At the October 11, 2016 regular City Council session, authorize and approve the first reading of an ordinance 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.

IMPACT/ANALYSIS:

N/A

STAFF RECOMMENDATION, ACTION, AND DATE:

Authorize and approve an ordinance 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.

Authorize and approve an ordinance amending 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.

LIST OF REFERENCE DOCUMENTS ATTACHED:

Ordinance – Towne Center Drive

Ordinance – Peculiar Drive

SECTION IX

G

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. _____

WHEREAS, the City of Belton, Missouri Code of Ordinances was recodified in October 2011; and

WHEREAS, Appendix B, Table 4. – Speed Zones is updated from time to time to reflect the appropriate speed limits throughout the City; and

WHEREAS, Peculiar Drive is a collector within the City of Belton, located between 58 Highway and North Cass Connector. Currently, the code states the speed limit of Peculiar Drive is 45 mph between 58 Highway and North Cass Parkway; and

WHEREAS, TranSystems has performed traffic analyses which includes Peculiar Drive realignment as part of potential redevelopment of the old Price Chopper building. The general results of TranSystems analyses were presented at the June 7, 2016 City Council work session. If the road were constructed as currently conceptualized it would include tight curves, therefore reducing the design speed of Peculiar Drive to 35 mph; and

WHEREAS, staff recommends amending Appendix B, Table 4. – Speed Zones of the Code of Ordinances of the City of Belton, Missouri to reflect the speed limit of Peculiar Drive between 58 Highway and Cunningham Industrial Parkway to be 35 mph.

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

SECTION 1. That Appendix B, Table 4. – Speed Zones of the Code of Ordinances of the City of Belton, Missouri is hereby amended to read, with the deletion of the stricken text and the addition of the highlighted text, as follows:

**CITY OF BELTON, CODE OF ORDINANCES
APPENDIX B
TABLE 4. - SPEED ZONES**

Place	Street	Speed Limit
Broadmoor Garden Mobile Home Park	Rainbow Drive	10 mph
	Maple	10 mph
	Elm	10 mph
	Lawn	10 mph

Crown Trailer Park	All streets	15 mph
Huffman Park	All streets	5 mph
Liz Ann Trailer Village	Aspen Street	15 mph
	Birch Street	15 mph
Military Housing Area	Truax Avenue	15 mph
	Bong Avenue	15 mph
	Clark Avenue	15 mph
	Stewart Avenue	15 mph
	Tinker Avenue	15 mph
	Kelly Avenue	15 mph
	Nellis Avenue	15 mph
	Gregg Avenue	15 mph
Mobile Homes Village	All streets	5 mph
Plaza Acres Park	All streets	5 mph
Oak Hill Park	All streets	10 mph
Southfork Mobile Home Community	Valeen Lane	15 mph
	Cliff Barnes Lane	15 mph
	J.R. Avenue	15 mph
	Christopher Crossing	15 mph
	Oil Lane	15 mph
	Jenna Avenue	15 mph
	John Ross Road	15 mph
	Ray Krebbs Avenue	15 mph
	Pamela Avenue	15 mph
	Sue Ellen Avenue	15 mph
	Ewing Way	15 mph
	Miss Ellie Circle	15 mph
	Jock Lane	15 mph
	Dollar Drive	15 mph
Bobby Avenue	15 mph	
Springdale Lake Estates	Aster	10 mph

Bluebonnet	15 mph
Canna	15 mph
Daisy	15 mph
Evergreen	15 mph
Forsythia	15 mph
Gladiola	15 mph
Honeysuckle	15 mph
Iris	15 mph
Jasmine	15 mph
Narcissus	15 mph
Springdale Drive	15 mph

It shall be unlawful for any person to drive a vehicle in excess of the following limits when signs are in place giving notice thereof:

Street	Speed Limit
155th Street from Terry Avenue to east city limit	35 mph
163rd Street, from the intersection of State Highway 58 to Kentucky, both directions	35 mph
All school zones during the hours of 7:00 a.m. and 4:00 p.m.	20 mph
Belmo Drive	15 mph
Bel-Ray, southbound at 16807 and northbound at the entrance off Highway Route 58	35 mph
Blue Avenue from South East to Lillard	15 mph
Cactus Drive	15 mph
Cambridge Road, from Y Highway to Peculiar Drive	35 mph
Chestnut Street from Main Street to Loop Road	15 mph
Cimarron Drive	15 mph
Circle Drive	15 mph
Corral Drive	15 mph
East Hargis Street	15 mph
East Pacific Drive	15 mph
East Sunrise Drive	15 mph
East Washington Street	15 mph

Herschel Street from Main Street to Loop Road	15 mph
Jefferson Avenue	15 mph
Lake Drive	15 mph
Lillard from Blue Avenue to Central	15 mph
Locust Hill Road from North Scott to Quiktrip	35 mph
Loop Road from Chestnut Street to Herschel Street	15 mph
Minnie from Y Highway to the Park entrance	15 mph
South East Avenue from Commercial to Blue Avenue	15 mph
Highway Route 58:	
(1) From Route D (Holmes Road) to 365 feet west of Prospect Road	55 mph
(2) From 365 feet west of Prospect Rd to 245 feet west of Monte Verde	45 mph
(3) From 245 feet west of Monte Verde to Ella Street	35 mph
(4) From Ella Street to 380 feet east of Clint/Dean	40 mph
(5) Speed limits in all roundabouts will be	15 mph
Interstate 49:	
(1) From 155th Street to Highway 58	65 mph
(2) From Highway 58 to south city limit	70 mph
Indian Trail	15 mph
Main Street, from Scott Avenue to Cedar Street	15 mph
Markey Drive	15 mph
Markey Parkway from 163rd Street to Quik Trip Way	35 mph
Markey Parkway from 163rd Street to Mullen Road	35 mph
Markey Place	15 mph
Markey Road from Westover to North Scott, both directions	35 mph
Markey Terrace	15 mph
Mullen Road:	
(1) From its intersection with 163rd Street south to its intersection with Springdale Lane	35 mph
(2) From its intersection with Highway 58 to a point 150 feet north of the Smokey Hill railroad tracks	35 mph
(3) From a point 150 feet south of the Smokey Hill railroad tracks to the south city limits	35 mph

(4) From Markey Parkway to Highway 58	35 mph
North Cass Parkway:	
(1) West bound beginning at east city limit running west for 250 feet	45 mph
(2) East bound from Peculiar Drive to east city limit	35 mph
North Chestnut Street	15 mph
North Oak Drive	15 mph
North Scott from State Highway 58 to Markey, both directions	35 mph
North Scott from Markey to 155th Street, both directions	45 mph
Peculiar Drive, from State Highway 58 to North Cass Parkway	45 mph
Peculiar Drive, from State Highway 58 to Cunningham Industrial Parkway	35 mph
Peculiar Drive, from Cunningham Industrial Parkway to North Cass Parkway	45 mph
Peculiar Drive from North Cass Parkway to South City Limits	35 mph
Quik Trip Way, from Locust Hill Road to Markey Parkway	35 mph
Ranchero Place	15 mph
Sagebrush Lane	15 mph
Shady Lane	15 mph
Shawn Drive	15 mph
Silverado Trail	15 mph
Sunny Circle	15 mph
Sunny Drive	15 mph
Towne Center Drive from Markey Parkway to Highway 58	35 mph
Tumbleweed Place	15 mph
Westover Road from Markey to North City limits	35 mph
Whisper Lane	15 mph

SECTION 2. That all ordinances or parts of ordinances in conflict with the provisions hereof are hereby repealed.

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

READ FOR THE FIRST TIME: October 11, 2016

READ FOR THE SECOND TIME AND PASSED:

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

SECTION IX

H

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.

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

WHEREAS, under Ordinance No. 2012-3814 on June 12, 2012, the City of Belton approved a cooperative pump repair service purchasing contract under the Kansas City, Missouri On-Call Emergency Contract with FTC Equipment LLC, JCI Industries, Inc.; and

WHEREAS, the services provided by the aforementioned contract are essential for the maintenance of the City's infrastructure; and

WHEREAS, the term of these contracts expired June 30, 2016; and

WHEREAS, the City of Kansas City, Missouri, advertised an Invitation to Bid for a cooperative Pump Repair and Service contract this year and opened bids on May 10, 2016 at 2:00 PM. Kansas City awarded the contract to the following service providers, each of which agreed to the cooperative procurement with other jurisdictions statement: Cogent, Inc. (Lee Mathews/Fluid Equipment), JCI Industries, Inc., and FTC Equipment, LLC. Each contract with Kansas City is incorporated into the On-Call Pump Repair and Service Agreement with Belton; and

WHEREAS, pursuant to the Belton Code of Ordinances, Chapter 2, Division 2, Section 2-927. – Cooperative purchasing., the City is authorized and encouraged to participate in cooperative purchasing programs with the federal and state governments and their agencies, municipalities, associations of municipalities and other political subdivisions; and

WHEREAS, the three service providers: Cogent, Inc. (Lee Mathews/Fluid Equipment), JCI Industries, Inc., and FTC Equipment, LLC, are parties to the agreements and each is prepared and/or obligated to provide goods and/or services to the City upon substantially the same terms and conditions as in the original cooperative agreement with the City of Kansas City, Missouri; and

WHEREAS, the City desires to make the goods and/or services of the service providers available to the City from time to time without obligation to purchase from the service providers any of the goods and/or services in minimum quantities or make the service providers the sole source of such goods and/or services; and

WHEREAS, staff recommends City Council enter into an On-Call Pump Repair and Service Agreement with the following service providers: Cogent, Inc. (Lee Mathews/Fluid Equipment), JCI Industries, Inc., and FTC Equipment, LLC, for a term of one (1) year with the option of up to four (4) additional one (1) year renewals; and

WHEREAS, each of the agreements are attached to this ordinance as **Attachments A, B, and C.**

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 an On-Call Pump Repair and Service Agreement with Cogent, Inc. (Lee Mathews/Fluid Equipment) 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, attached as **Attachment A**, is hereby approved for purposes described above.

SECTION 2. That this ordinance authorizing and approving an On-Call Pump Repair and Service Agreement with JCI Industries, Inc. 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, attached as **Attachment B**, is hereby approved for purposes described above.

SECTION 3. That this ordinance authorizing and approving an On-Call Pump Repair and Service Agreement with 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, attached as **Attachment C**, is hereby approved for purposes described above.

SECTION 4. This ordinance shall take effect and be in full force from and after its passage and approval.

SECTION 5. That all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

READ FOR THE FIRST TIME: October 11, 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: October 11, 2016

DIVISION: Water Services

COUNCIL: Regular Meeting

Work Session

Special Session

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

ISSUE/RECOMMENDATION:

Staff recommends authorizing and approving an ordinance to enter into 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 utilizing cooperative procurement per the agreement with the City of Kansas City, Missouri.

PROPOSED CITY COUNCIL MOTION:

At the October 11, 2016 City Council Regular meeting, authorize and approve the first reading of an ordinance for On-Call Pump Repair and Service Agreements 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.

BACKGROUND:

Under Ordinance No. 2012-3814, the City entered into an agreement with FTC Equipment, LLC and JCI Industries, Inc. using a similar cooperative contract from Kansas City. These contracts expired June 30, 2016. Kansas City advertised the Invitation to Bid and received bids in the spring of this year. City staff has been working with Kansas City and the three contractors in order to utilize the cooperative contract and prepare for this On-Call Pump Repair and Maintenance Service Agreement.

IMPACT/ANALYSIS:

N/A

STAFF RECOMMENDATION, ACTION, AND DATE:

At the October 11, 2016 City Council Regular meeting, authorize and approve the first reading of an ordinance for On-Call Pump Repair and Service Agreements 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.

LIST OF REFERENCE DOCUMENTS ATTACHED:

- Ordinance
- Cogent, Inc. (Lee Mathews/Fluid Equipment) Agreement
- JCI Industries, Inc. Agreement
- FTC Equipment, LLC Agreement



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



ON-CALL PUMP REPAIR AND SERVICE AGREEMENT

THIS Agreement ("Agreement") is by and between the City of Belton, Missouri, a constitutional charter city ("CITY"), and Cogent, Inc. (Lee Mathews/Fluid Equipment), a _____, authorized to conduct business in Missouri and located at _____ ("CONTRACTOR"; CITY and CONTRACTOR each a "Party", and collectively the "Parties").

WHEREAS, pursuant to the Belton Code of Ordinances, Chapter 2, Division 2, Section 2-927. – Cooperative purchasing., CITY is authorized and encouraged to participate in cooperative purchasing programs with the federal and state governments and their agencies, municipalities, associations of municipalities and other political subdivisions; and

WHEREAS, CONTRACTOR is a party to the agreement and is prepared and/or obligated to provide goods and/or services to CITY upon substantially the same terms and conditions as in the original cooperative agreement ("Cooperative Agreement") with the City of Kansas City, Missouri; and

WHEREAS, CITY desires to make the goods and/or services of the CONTRACTOR available to CITY from time to time without obligation to purchase from the CONTRACTOR any of the goods and/or services in minimum quantities or make the CONTRACTOR the sole source of such goods and/or services; and

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

ARTICLE 1 – EFFECTIVE DATE AND TERMS

The effective date of this Agreement shall be _____ ("Effective Date"). This Agreement adopts for the Parties' use the Cooperative Agreement attached hereto as **Attachment 1** upon the terms and conditions set forth in this Agreement. This Agreement adopts the terms of the Cooperative Agreement only to the extent that they do not conflict with the terms of this Agreement. If a contract term is not substantially addressed in this Agreement, the Cooperative Agreement controls as if the City were in the place of the government entity, association or subdivision and the Contractor in the place of the contractor or service provider. In the event of a conflict between this Agreement and the Cooperative Agreement, this Agreement controls.

Contractor must submit one original copy of the complete Cooperative Agreement including documentation of the competitive bid process through which the Cooperative Agreement was procured.

The term of this Agreement shall be for one (1) year after the Effective Date with the option of up to four (4) additional one (1) year periods. Contractor and City shall agree to the pricing upon each one year renewal.

ARTICLE 2 – SPECIFICATIONS, PRICING AND OTHER TERMS

Specifications, pricing time periods, Contractor vendors and additional terms for the goods and/or services to be provided by Contractor to the City are as set forth in Attachment 1 hereto. Should the Effective Date fall after the pricing time periods specified in Attachment 1, Attachment 1 controls; provided, however, that such terms may be amended by a Purchase Order as defined and described below.

ARTICLE 3 – CONTRACTOR’S OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

The Contractor shall provide the goods and/or services as specified in this Agreement within the time periods specified in this Agreement. Contractor represents and warrants to City that the Contractor has or is 1) the power and authority to enter into this binding Agreement, 2) organized and in good standing in its jurisdiction of organization, 3) authorized to do business in the State of Missouri and 4) is current on its tax obligations of all types in every jurisdiction in which it is authorized to do business. Contractor further represents and warrants that Contractor was awarded the Cooperative Agreement pursuant to a competitive bidding process in which the Contractor had no Conflict of Interest (as defined below), and affirms the affidavits submitted with this Agreement as attached hereto as Attachment 1 Contractor agrees that it is under an obligation to inform the City of any amendments to the Cooperative Agreement and that, notwithstanding anything to the contrary in this Agreement, the City may unilaterally and at its sole discretion amend this Agreement with such Cooperative Agreement amendment should City choose to do so.

Questions regarding terms or performance should be addressed to the City staff identified on the first page. If time permits, such questions should be submitted in writing, and the City reserves the right to require at all questions be submitted in writing. In accordance with applicable law, this Agreement will be available for public review following execution.

ARTICLE 4 – CITY’S OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

The City is under no obligation to ever order any goods and/or services under this Agreement; however, should the City submit a Purchase Order (defined below) to the Contractor pursuant to this Agreement, this Agreement governs the performance of the Parties and the City is obligated to pay for Contractor’s performance according to its terms. City further represents and warrants to Contractor that it is or has 1) a Missouri constitutional charter city and 2) the power and authority to enter into this binding Agreement.

ARTICLE 5 – PROCEDURES

Contractor’s performance under this Agreement shall not commence until transmittal of a written purchase order by the City to the Contractor vial mail, email or fax, and which may state a date and/or time by which performance must be complete (the “Purchase Order”). Notwithstanding anything in this Agreement to the contrary, deadlines for performance under this Agreement specified in a Purchase Order control. Contractor will provide an immediate response to City if it cannot meet the deadlines for performance specified in a Purchase Order or elsewhere in this Agreement.

Once a month, and only upon full and complete performance under this Agreement, Contractor shall submit to City an invoice for goods and/or services provided which conforms with the terms

of this Agreement, and which invoice shall include a description of the goods and/or services, the pricing and any supporting materials, and/or conforms with other terms as set forth in **Attachment 1** hereto (the "Invoice").

The City is exempt from the State of Missouri sales and use taxes on purchases made directly for the City. Contractor shall not include any sales or use taxes on transactions between the Contractor and the City. Contractor shall provide proof of compliance with the City's tax ordinances as a precondition to the City making the first payment under this Agreement. If Contractor performs work under this Agreement of a duration that is longer than one (1) year, the Contractor also shall submit to the City proof of compliance with the City's tax ordinances as a condition precedent to the City making final payment under this Agreement.

The City's payment terms are net thirty (30) days from the City's receipt of a complete Invoice. Inadequate documentation to support the charges shall be remedied by Contractor within ten (10) days, and City shall make payment within thirty (30) days from its receipt of remedial documentation. City in its sole discretion shall determine adequacy of documentation for payment of any Invoice, and such documentation may include, without limitation, any document, certificate or proof of insurance or licensure required by this Agreement. No payment under this Agreement shall be proof of satisfactory performance of the Agreement, either wholly or in part, and no payment shall be construed as acceptance of deficient or unsatisfactory work.

ARTICLE 6 – PERMITS AND LICENSES

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

ARTICLE 7 – CHANGES, DELETIONS OR ADDITIONS TO AGREEMENT

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

ARTICLE 8 – LIABILITY AND INDEMNIFICATION

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

ARTICLE 9 – INSURANCE

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

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

Workers' Compensation: Statutory

Employers' liability: 2,500,000 each occurrence

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

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

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

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

\$2,500,000 general aggregate.

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

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

B. The policies listed above may not be canceled until after thirty (30) days written notice of cancellation to City, ten (10) days in the event of nonpayment of premium. The Workers' Compensation and Employers' Liability, Commercial General Liability, and Automobile Liability specified above shall provide that City and its agencies, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds for the services performed under this Agreement. **CONTRACTOR SHALL PROVIDE TO CITY PRIOR TO THE**

EXECUTION OF THIS AGREEMENT A CERTIFICATE OF INSURANCE SHOWING ALL REQUIRED COVERAGES, ENDORSEMENTS, ADDITIONAL INSUREDS, AND COMPLIANCE WITH THE TERMS OF THIS ARTICLE 9. The certificate shall be on a form acceptable to CITY.

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

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

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

ARTICLE 10 – EXCESSIVE UNEMPLOYMENT

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

ARTICLE 11 – EXCUSABLE DELAYS IN PERFORMANCE

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

ARTICLE 12 – TERMINATION

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

This Agreement may be terminated by either Party upon written notice in the event of substantial failure by the other Party to perform in accordance with the terms of this Agreement.

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

ARTICLE 13 – SEVERABILITY

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

ARTICLE 14 – SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and shall inure to the benefit of City's and Contractor's respective permitted successors and assigns.

ARTICLE 15 – ASSIGNMENT

Contractor shall not assign any rights or duties under this Agreement without the prior written consent of the City, which consent shall be in the sole discretion of the City. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. If Contractor assigns or transfers any part of Contractor's obligations under this Agreement without the prior written approval of City, such assignment or transfer shall constitute a material breach of this Agreement.

ARTICLE 16 – NO THIRD PARTY RIGHTS

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

ARTICLE 17 – INDEPENDENT CONTRACTORS

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

ARTICLE 18 – MODIFICATIONS/AMENDMENTS

City may at any time, by written modification or amendment and notice to Contractor, without notice to any surety, make changes or additions to the Contractor services to be provided hereunder, provided that the changes or additions are within the general scope of this Agreement. If any such change causes an increase or decrease in the compensation or period of service of this Agreement, the Contractor shall notify the appropriate City Division Superintendent, **Don Tyler of Water Services**, in writing immediately and an equitable

adjustment will be made in the compensation or Period of Service or both, by written modification of this Agreement. Any claim by the Contractor for such adjustment must be asserted within thirty (30) days by the Parties after the Contractor's receipt of notice of the modification or amendment. Nothing herein contained shall excuse the Contractor from proceeding with the Agreement as modified or amended.

ARTICLE 19 – EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

ARTICLE 20 – COMPLIANCE WITH LAWS

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

ARTICLE 21 – COMMUNICATIONS AND NOTICES

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

CONTRACTOR: _____

CITY:
Director of Public Works, 506 Main Street, Belton, MO 64012

AND

City Manager, 506 Main Street, Belton, MO 64012

AND

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

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

ARTICLE 22 – SEPARATE AGREEMENTS

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

ARTICLE 23 – SURVIVAL OF TERMS

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

ARTICLE 24 – CITY'S LEGISLATIVE POWERS

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

ARTICLE 25 – WAIVER

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

ARTICLE 26 – HEADINGS; CONSTRUCTION OF AGREEMENT

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

ARTICLE 27 – FEDERAL WORK AUTHORIZATION PROGRAM

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

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

ARTICLE 28 – CONFLICT OF INTEREST

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

ARTICLE 29 – BUY AMERICAN PREFERENCE

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

ARTICLE 30 – PREVAILING WAGES

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

ARTICLE 31 – BOND

The Contractor shall furnish to the City a payment surety bond with good and sufficient sureties in the amount of services to be provided under this Agreement and such bond, among other conditions, shall be conditioned for the payment of any and all materials, incorporated, consumed or used in connection with the work, and all insurance premiums, both for compensation, and for all other kinds of insurance, said work, and for all labor performed in such work whether by subcontractor or otherwise, all in accordance with R.S.Mo. § 107.170. The bond shall be from a surety company authorized to do business in the State of Missouri and in a form acceptable to the City. Expenses related to the surety bond shall be the responsibility of the Contractor. Such bond shall remain in place for one (1) year after completion of performance.

ARTICLE 32 – SUBCONTRACTING

Contractor shall not hire subcontractors to perform under this Agreement without the express written consent of the City. In no event shall subcontractors charge more for goods and/or services than Contractor may charge under this Agreement or in any way perform under this Agreement in a manner differently than Contractor. All other terms of this Agreement shall bind subcontractors to the same extent as Contractor including, without limitation, conditions of bond, insurance coverage, prevailing wages and production and/or maintenance of records. Contractor shall furnish a complete copy of this Agreement and its attachments to any subcontractor performing work under this Agreement and receive a written acknowledgement from the subcontractor that they are in compliance with the terms of and intend to be bound by the Agreement as if they were a party to the Agreement. Subcontractors shall provide any and all documentation required of Contractor under this Agreement before they may perform under this Agreement and will be required to provide additional documentation with their Invoice, which must be acceptable to the City in its sole discretion, before being paid for performance pursuant to this Agreement. In the sole discretion of City, if significant work in fulfillment of this Agreement must be performed by subcontractors to Contractor, City may require subcontractor to become a party to this Agreement.

ARTICLE 33 – ATTACHMENTS

Attachments that are incorporated as part of this agreement are as follows:

Attachment 1 – Original Cooperative Agreement

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

SIGNATURE PAGE FOR AGREEMENT BETWEEN CITY OF BELTON, MISSOURI AND

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

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

Executed by Contractor this _____ day of _____, 20____.

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

BELTON, MISSOURI

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

CONTRACTOR

Address and facsimile number of
Contractor:

By: _____

Printed Name: Jeff Davis

Title: Mayor

By: _____

Printed Name: _____

Title: _____

Attested By: _____

Printed Name: Patti Ledford

Title: City Clerk
(Affix City Seal)

Attested By: _____

Printed Name: _____

Title: _____
(Affix Corporate Seal, if applicable)

Approved as to form:

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

ATTACHMENT 1

MASTER CONTRACT FOR PUMP REPAIR AND SERVICES THE CITY OF KANSAS CITY, MISSOURI

CONTRACT NO.: EV2230

TITLE/DESCRIPTION: PUMP REPAIR AND SERVICE

THIS Contract is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation ("CITY" or "City"), and Cogent, Inc. (Lee Mathews/Fluid Equipment) ("CONTRACTOR" or "Contractor").

Sec. 1. The Contract. The Contract between the CITY and CONTRACTOR consists of the following Contract Documents:

- (a) this Master Contract for Pump Repair Services; and
- (b) CITY's Invitation for Bid No. EV2230 dated 11-25-15 including:
 - i. the Specifications; and
 - ii. CONTRACTOR's pricing; and
 - iii. Instructions and Conditions for Invitations for Bid and Request for Quotations Form 1215-063 (Rev 04-01-12);
 - iv. HRD 06 RFQ/P Instructions
 - v. HRD 8: Contractor Utilization Plan/Request for Waiver
 - vi. Letter of Intent to Subcontract
 - vii. HRD 10: Timetable for MBE/WBE Utilization
 - viii. HRD 11: Request for Modification or Substitution
 - ix. HRD Monthly Reporting Forms.
- (c) any CITY issued Purchase Order to CONTRACTOR; and
- (d) any Work Order approved and executed by the CITY; and
- (e) if applicable, any City required prevailing wage forms and the Annual Wage Orders for Clay, Jackson and Platte Counties including:
 - (1) Annual Wage Order
 - County – Cass, Clay, Jackson, Platte or Ray
 - Work Type: State – Heavy
 - State – Building
 - Federal – Heavy
 - Federal – Building
 - Federal – Building
 - (2) Division of Labor Standards Rules & Regulations
 - (3) 01290.08 Wage Rate Verification Questionnaire
 - (4) 01290.09 Subcontractors and Major Material Suppliers List
 - (5) 01290.11 Daily Labor Force Report
 - (6) 01290.14 Contractor Affidavit for Final Payment

MASTER CONTRACT FOR PUMP REPAIR AND SERVICES

(REV. 11-19-12)

(7) 01290.15 Subcontractor Affidavit for Final Payment

- (f) if applicable, required Performance and Maintenance Bonds and Payment Bonds on City required forms; and
- (g) any and all Attachments and Exhibits attached to the Contract;

All documents listed in this Section 1 shall be collectively referred to as the "Contract Documents" and are incorporated into this Contract by reference. CITY and CONTRACTOR agree that the terms "Agreement" and "Contract" and "Contract Documents" are used interchangeably in this Contract and the terms "Agreement" and "Contract" and "Contract Documents" each include all "Contract Documents." Each executed Work Order is a separate contract between the CITY and CONTRACTOR and the Contract is automatically incorporated by reference in each Work Order even if the Work Order does not state the Contract is incorporated by reference in the Work Order.

Sec. 2. Term of Contract.

- (a) Initial Term. The initial term of this Contract shall begin on July 25, 2016 and shall end on July 24, 2017.
- (b) Renewal Terms. At any time prior to the expiration of the initial term or any subsequent term, the CITY, in its sole discretion, may renew this Contract for up to four additional one year terms.
- (c) Transition Term. Notwithstanding the expiration of the initial term or any subsequent term or all options to renew, CONTRACTOR and CITY shall continue performance under this Contract until the CITY has a new contract in place with either CONTRACTOR or another provider or until the CITY terminates the Contract.

Sec. 3. Purchase Orders and Work Orders. CITY shall order all Equipment and Services to be provided by CONTRACTOR under this Contract by a means of a Work Order executed by the CITY and CONTRACTOR provided however, CONTRACTOR shall not provide any Equipment or Services for any Work Order executed by the CITY and CONTRACTOR unless there is Purchase Order issued by the CITY's Manager of Procurement Services for which sufficient funds have been certified and encumbered by the City's Director of Finance. CITY shall not have any financial obligation to CONTRACTOR under this Contract until the CITY issues a Purchase Order to CONTRACTOR and CONTRACTOR shall not provide any Equipment and Services in excess of the dollar amount contained in any Purchase Order even if there is an executed Work Order between the CITY and CONTRACTOR. CONTRACTOR shall not be entitled to any payment from CITY in excess of the dollar amount of the Purchase Orders from CITY even if such amount is authorized in a Work Order executed by CITY and CONTRACTOR.

Sec. 4. Performance and Maintenance Bond and Payment Bond.

MASTER CONTRACT FOR PUMP REPAIR AND SERVICES

(REV. 11-19-12)

- (a) If a Work Order is estimated to exceed \$50,000.00 and is for the erection, construction, alteration, repair or improvement of any building, road, street, public utility or other public facility owned by the public entity as defined by Section 107.170, RSMo, CONTRACTOR shall obtain a performance and maintenance bond and payment bond as required by this Section. **For purposes of this Contract, the CITY and CONTRACTOR agree that CONTRACTOR shall provide a performance and maintenance bond and payment bond for any Work Order that requires the CONTRACTOR to replace a Water Pump.** The City approved performance and maintenance bond and payment bond are incorporated in this Contract by reference and Contractor shall require its Surety to issue the performance and maintenance bonds and payment bonds on City approved forms.
- (b) All Bonds shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A certified copy of such agent's authority to act must accompany all Bonds signed by an agent. If the surety on any Bond furnished by Seller is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirement of the preceding sentence, Seller shall within twenty (20) days thereafter substitute another Bond and surety, both of which must be acceptable to City.
- (c) The performance and maintenance bond and payment bond shall remain in effect at least one (1) year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents.
- (d) All Bonds required by the Contract Documents to be purchased and maintained by CONTRACTOR shall be obtained from surety that is duly licensed in the State of Missouri and in the jurisdiction in which the Project is located, if not in Missouri, to issue Bonds. All surety companies shall hold an A.M. Best rating of B+, V, or better.
- (e) If the surety on any Bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirement of Paragraph 5.01 B, Contractor shall within twenty (20) days thereafter substitute another Bond and surety, both of which must be acceptable to City.

Sec. 5. Prevailing Wage.

- A. Prevailing Wage. If a Work Order includes work that requires payment of prevailing wage as set forth in Sections 290.210 to 290.340, RSMo (the "Law"), CONTRACTOR shall pay workers prevailing wage in accordance with this Section and the Law. Under the Law, work that meets the definition of "construction" "includes construction, reconstruction, improvement, enlargement, alteration, painting and decorating, or major repair." **A water pump replacement is considered to be construction and not maintenance work under the Law.**

"Maintenance work" that is not subject to the Law is defined as "the repair, but not the replacement, of existing facilities when the size, type or extent of the existing facilities is not thereby changed or increased."

1. Contractor shall comply and require its Subcontractors to comply with;
 - a. Sections 290.210 to 290.340, RSMo the State of Missouri Prevailing Wage Law (the "Law"); and
 - b. 8 CSR 30-3.010 to 8 CSR 30-3.060, the Prevailing Wage Law Rules (the "Rules"); and
 - c. the Annual Wage Order (Wage Order) issued by the State of Missouri's Department of Labor and Industrial Relations; and
 - d. any applicable Annual Incremental Wage Increase (Wage Increase) to the Annual Wage Order.
2. The Law, Rules, Wage Order and any Wage Increase are incorporated into and made part hereof this Contract and shall be collectively referred to in this Section as the "Prevailing Wage Requirements." In the event this Contract is renewed for an additional term, the Wage Order in effect as of the commencement date of the additional term, as amended by any applicable Wage Increase, shall be deemed incorporated herein and shall apply to and remain in effect for the duration of the additional term. The new Wage Order and any applicable Wage Increase shall govern notwithstanding the fact that the Wage Order being replaced might be physically attached to this Contract.
3. Contractor shall pay and require its Subcontractors to pay to all workers performing work under this Contract not less than the prevailing hourly rate of wages for the class or type of work performed by the worker in accordance with the Law, Rules, Wage Order and any applicable Wage Increase. Contractor shall take whatever steps are necessary to insure that the prevailing hourly wage rates are paid and that all workers for Contractor and each of its Subcontractors are paid for the class or type of work performed by the worker in accordance with the Prevailing Wage Requirements.
4. Prior to each of its Subcontractors beginning Work on the Site, Contractor shall require each Subcontractor to complete City's Form 00490 entitled "Pre-contract Certification" that sets forth the Subcontractor's prevailing wage and tax compliance history for the two (2) years prior to the bid. Contractor shall retain one (1) year and make the Pre-contract Certifications available to City within five (5) days after written request.
5. Contractor shall keep and require each of its Subcontractors engaged in the construction of public works in performance of the Contract to keep full and accurate records on City's forms. Contractor shall:
 - a. Keep and require each of its Subcontractors engaged in the construction of public works in performance of the Contract to keep full and accurate records on City's "Daily Labor Force Report" Form indicating the worker's name, occupational title or classification group and skill and the workers' hours.

City shall furnish blank copies of the Daily Labor Force Report Form to Contractor for its use and for distribution to Subcontractors. Contractor shall submit its and its Subcontractors Daily Labor Force Reports to City each day; and

- b. Submit, and require each of its Subcontractors engaged in the construction of public works in performance of the Contract to submit, electronically, in a format prescribed by the City, Certified Payroll Report Information indicating the worker's name, address, social security number, occupation(s), craft(s) of every worker employed in connection with the public work together with the number of hours worked by each worker and the actual wages paid in connection with the Project and other pertinent information as requested by the City; and
- c. Submit, and require each of its Subcontractors engaged in the construction of public works in performance of the Contract to submit, electronically, in format prescribed by the City, a Payroll Certification. The Payroll Certification must be signed by the employee or agent who pays or supervises the payment of the workers employed under the Contract for the Contractor and each Subcontractor.

The Daily Labor Force Report, documents used to compile information for the Certified Payroll Report, and Payroll Certification are collectively referred to in this Section as the "Records."

6. Contractor shall make all of Contractor's and Subcontractors' Records open to inspection by any authorized representatives of City and the Missouri Department of Labor and Industrial Relations at any reasonable time and as often as they may be necessary and such Records shall not be destroyed or removed from the State of Missouri for a period of one (1) year following the completion of the public work in connection with which the Records are made. Contractor shall have its and its Subcontractors Certified Payroll Reports and Payroll Certifications available at the Contractor's office and shall provide the Records to the City electronically at City's sole discretion. In addition, all Records shall be considered a public record and Contractor shall provide the Records to the City in the format required by the City within three (3) working days of any request by City at the Contractor's cost. City, in its sole discretion, may require Contractor to send any of the Records directly to the person who requested the Record at Contractor's expense.
7. Contractor shall post and keep posted a clearly legible statement of all prevailing hourly wage rates to be paid to all workers employed by Contractor and each of its Subcontractors in the performance of this Contract in a prominent and easily accessible place at the Site of the Work by all workers.
8. If the Contract Price exceeds \$250,000.00, Contractor shall and shall require each Subcontractor engaged in any construction of public works to have its name, acceptable abbreviation or recognizable logo and the name of the city and state of the mailing address of the principal office of the company, on each motor vehicle and motorized self-propelled piece of equipment which is used in connection with

the Project during the time the Contractor or Subcontractor is engaged on the project. The sign shall be legible from a distance of twenty (20') feet, but the size of the lettering need not be larger than two (2") inches. In cases where equipment is leased or where affixing a legible sign to the equipment is impractical, the Contractor may place a temporary stationary sign, with the information required pursuant to this section, at the main entrance of the Project in place of affixing the required information on the equipment so long as such sign is not in violation of any state or federal statute, rule or regulation. Motor vehicles which are required to have similar information affixed thereto pursuant to requirements of a regulatory agency of the state or federal government are exempt from the provisions of this subsection.

9. Contractor must correct any errors in Contractor's or any Subcontractors' Records, or Contractor's or any Subcontractors' violations of the Law, Rules, Annual Wage Order and any Wage Increase within fourteen (14) calendar days after notice from City.
 10. Contractor shall and shall require its Subcontractors to cooperate with the City and the Department of Labor and Industrial Relations in the enforcement of this Section, the Law, Rules, Annual Wage Order and any Wage Increase. Contractor shall and shall require its Subcontractors to permit City and the Department of Labor and Industrial Relations to interview any and all workers during working hours on the Project at Contractor's sole cost and expense.
 11. Contractor shall file with City, upon completion of the Project and prior to final payment therefore, affidavits from Contractor and each of its Subcontractors, stating that each has fully complied with the provisions and requirements of the Missouri Prevailing Wage Law. City shall not make final payment until the affidavits, in proper form and order, from Contractor and each of its Subcontractors, are filed by Contractor.
 12. Contractor shall forfeit as a statutory penalty to the City one hundred dollars (\$100.00) for each worker employed, for each calendar day, or portion thereof, such worker is paid less than the prevailing hourly rates for any work done under this Contract, by Contractor or by any of Contractor's Subcontractors. If Contractor or any of its Subcontractors have violated any section(s) of 290.210 to 290.340, RSMo, in the course of the execution of the Contract, City shall when making payments to the Contractor becoming due under this Contract, withhold and retain therefrom all sums and amounts due and owing as a result of any violation of sections 290.210 to 290.340, RSMo.
- B. Prevailing Wage Damages. Contractor acknowledges and agrees that, based on the experience of City, violations of the Missouri Prevailing Wage Act, whether by Contractor or its Subcontractors, commonly result in additional costs to City. Contractor agrees that additional costs to City for any particular violation are difficult to establish and include but are not limited to: costs of construction delays, additional work for City, additional interest expenses, investigations, and the cost of establishing and maintaining a special division working under the City Manager to monitor prevailing wage compliance.

1. In the event of the failure by Contractor or any of its Subcontractors to pay wages as provided in the Missouri Prevailing Wage Act, City shall be entitled to deduct from the Contract Price, and shall retain as liquidated damages, one hundred dollars (\$100.00) per day, per worker who is paid less than the prevailing hourly rate of wages, to approximate the additional costs. The sum shall be deducted, paid or owed whether or not the Contract Times have expired.
 2. City shall give written notice to Contractor setting forth the workers who have been underpaid, the amount of the statutory penalty and the amount of the liquidated damages as provided for in this Subparagraph. Contractor shall have fourteen (14) calendar days to respond, which time may be extended by City upon written request. If Contractor fails to respond within the specified time, the City's original notice shall be deemed final. If Contractor responds to City's notice, City will furnish Contractor a final decision in writing within five (5) days of completing any investigation.
- C. Excessive Unemployment.
1. "Resident Laborers" means laborers who have been residents of the State of Missouri for at least thirty days and who intend to remain Missouri residents, and residents of Nonrestrictive States.
 2. "Nonrestrictive States" means states identified by the Missouri Department of Labor and Industrial Relations Division of Labor Standards that have not enacted state laws restricting Missouri laborers from working on public works projects. A list of Nonrestrictive States can be found on the Division web site at <http://www.dolir.mo.gov/ls/index.htm>.
 3. A period of Excessive Unemployment is declared when the Missouri Department of Labor and Industrial Relations Division of Labor Standards provides notice of such declaration. When in effect, notice will be provided on the Division web site at <http://www.dolir.mo.gov/ls/index.htm>. It is Contractor's obligation to determine whether a period of Excessive Unemployment is in effect when this Contract is let.
 4. Contractor agrees to follow the provisions of Section 290.560 - 290.575 RSMo and agrees that if a period of Excessive Unemployment has been declared at any point during the term of this Contract, it will employ and require all Subcontractors of whatever tier to employ only Resident Laborers for the Work to be performed under this Contract. Provided, however, Contractor may use laborers who are not Resident Laborers when Resident Laborers are not available or are incapable of performing the particular type of work involved if Contractor so certifies in writing to City and City issues a written approval. This provision does not apply to regularly employed nonresident executive, supervisory or technical employees.

Sec. 6. Minority and Women's Business Enterprises. City is committed to ensuring that minority and women's business enterprises (M/WBE) participate to the maximum extent

MASTER CONTRACT FOR PUMP REPAIR AND SERVICES

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possible in the performance of City contracts. Contractor agrees to comply with all requirements of City's Minority and Women's Business Enterprise Program as enacted in City's Code Sections 3-421 through 3-469 and as hereinafter amended. Contractor shall make its good faith efforts in carrying out this policy by implementing its contractor utilization plan, which is incorporated herein as part of the Bid Form. If Contractor fails to achieve the M/WBE goals stated in its contractor utilization plan, as amended, the City will sustain damages, the exact extent of which would be difficult or impossible to ascertain or estimate at the time of execution of this contract. Therefore, in order to liquidate those damages, the monetary difference between the amount of the M/WBE goals set forth in this contractor utilization plan, as amended, and the amount actually paid to qualified MBEs and WBEs for performing a commercially useful function will be deducted from the Contractor's payments as liquidated damages. In determining the amount actually paid to qualified MBEs and WBEs, no credit will be given for the portion of participation that was not approved by the Director of City's Human Relations Division, unless the Director determines that the Contractor acted in good faith. No deduction for liquidated damages will be made when, for reasons beyond the control of the Contractor, the M/WBE participation stated in the Contractor Utilization Plan, as amended and approved by the Director, is not met.

Contractor shall comply with City's MBE/WBE Program Reporting System requirements. Contractor shall use City's Internet web based MBE/WBE Program Reporting System provided by City and protocols included in that software during the term of this Contract. Contractor shall maintain user applications to City's provided system for all applicable personnel and shall require subcontractors to maintain applications.

CONTRACTOR

I hereby certify that I have the authority to execute

this document on behalf of CONTRACTOR

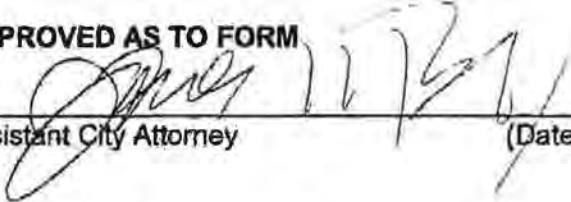
Contractor: Cogent, INC (Lee Mathews/Fluid Equipment)

By: 

Title: Service Rep.

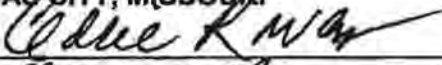
Date: 7-20-16

APPROVED AS TO FORM


Assistant City Attorney

(Date)

KANSAS CITY, MISSOURI

By: 

Title: Manager of Business + Service

Date: 7/27/16

MASTER CONTRACT FOR PUMP REPAIR AND SERVICES



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



ON-CALL PUMP REPAIR AND SERVICE AGREEMENT

THIS Agreement ("Agreement") is by and between the City of Belton, Missouri, a constitutional charter city ("CITY"), and JCI Industries, Inc., a _____, authorized to conduct business in Missouri and located at _____ ("CONTRACTOR"; CITY and CONTRACTOR each a "Party", and collectively the "Parties").

WHEREAS, pursuant to the Belton Code of Ordinances, Chapter 2, Division 2, Section 2-927, – Cooperative purchasing., CITY is authorized and encouraged to participate in cooperative purchasing programs with the federal and state governments and their agencies, municipalities, associations of municipalities and other political subdivisions; and

WHEREAS, CONTRACTOR is a party to the agreement and is prepared and/or obligated to provide goods and/or services to CITY upon substantially the same terms and conditions as in the original cooperative agreement ("Cooperative Agreement") with the City of Kansas City, Missouri; and

WHEREAS, CITY desires to make the goods and/or services of the CONTRACTOR available to CITY from time to time without obligation to purchase from the CONTRACTOR any of the goods and/or services in minimum quantities or make the CONTRACTOR the sole source of such goods and/or services; and

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

ARTICLE 1 – EFFECTIVE DATE AND TERMS

The effective date of this Agreement shall be _____ ("Effective Date"). This Agreement adopts for the Parties' use the Cooperative Agreement attached hereto as **Attachment 1** upon the terms and conditions set forth in this Agreement. This Agreement adopts the terms of the Cooperative Agreement only to the extent that they do not conflict with the terms of this Agreement. If a contract term is not substantially addressed in this Agreement, the Cooperative Agreement controls as if the City were in the place of the government entity, association or subdivision and the Contractor in the place of the contractor or service provider. In the event of a conflict between this Agreement and the Cooperative Agreement, this Agreement controls.

Contractor must submit one original copy of the complete Cooperative Agreement including documentation of the competitive bid process through which the Cooperative Agreement was procured.

The term of this Agreement shall be for one (1) year after the Effective Date with the option of up to four (4) additional one (1) year periods. Contractor and City shall agree to the pricing upon each one year renewal.

ARTICLE 2 – SPECIFICATIONS, PRICING AND OTHER TERMS

Specifications, pricing time periods, Contractor vendors and additional terms for the goods and/or services to be provided by Contractor to the City are as set forth in **Attachment 1** hereto. Should the Effective Date fall after the pricing time periods specified in **Attachment 1**, **Attachment 1** controls; provided, however, that such terms may be amended by a Purchase Order as defined and described below.

ARTICLE 3 – CONTRACTOR'S OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

The Contractor shall provide the goods and/or services as specified in this Agreement within the time periods specified in this Agreement. Contractor represents and warrants to City that the Contractor has or is 1) the power and authority to enter into this binding Agreement, 2) organized and in good standing in its jurisdiction of organization, 3) authorized to do business in the State of Missouri and 4) is current on its tax obligations of all types in every jurisdiction in which it is authorized to do business. Contractor further represents and warrants that Contractor was awarded the Cooperative Agreement pursuant to a competitive bidding process in which the Contractor had no Conflict of Interest (as defined below), and affirms the affidavits submitted with this Agreement as attached hereto as **Attachment 1** Contractor agrees that it is under an obligation to inform the City of any amendments to the Cooperative Agreement and that, notwithstanding anything to the contrary in this Agreement, the City may unilaterally and at its sole discretion amend this Agreement with such Cooperative Agreement amendment should City choose to do so.

Questions regarding terms or performance should be addressed to the City staff identified on the first page. If time permits, such questions should be submitted in writing, and the City reserves the right to require at all questions be submitted in writing. In accordance with applicable law, this Agreement will be available for public review following execution.

ARTICLE 4 – CITY'S OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

The City is under no obligation to ever order any goods and/or services under this Agreement; however, should the City submit a Purchase Order (defined below) to the Contractor pursuant to this Agreement, this Agreement governs the performance of the Parties and the City is obligated to pay for Contractor's performance according to its terms. City further represents and warrants to Contractor that it is or has 1) a Missouri constitutional charter city and 2) the power and authority to enter into this binding Agreement.

ARTICLE 5 – PROCEDURES

Contractor's performance under this Agreement shall not commence until transmittal of a written purchase order by the City to the Contractor vial mail, email or fax, and which may state a date and/or time by which performance must be complete (the "Purchase Order"). Notwithstanding anything in this Agreement to the contrary, deadlines for performance under this Agreement specified in a Purchase Order control. Contractor will provide an immediate response to City if it cannot meet the deadlines for performance specified in a Purchase Order or elsewhere in this Agreement.

Once a month, and only upon full and complete performance under this Agreement, Contractor shall submit to City an invoice for goods and/or services provided which conforms with the terms

of this Agreement, and which invoice shall include a description of the goods and/or services, the pricing and any supporting materials, and/or conforms with other terms as set forth in **Attachment 1** hereto (the "Invoice").

The City is exempt from the State of Missouri sales and use taxes on purchases made directly for the City. Contractor shall not include any sales or use taxes on transactions between the Contractor and the City. Contractor shall provide proof of compliance with the City's tax ordinances as a precondition to the City making the first payment under this Agreement. If Contractor performs work under this Agreement of a duration that is longer than one (1) year, the Contractor also shall submit to the City proof of compliance with the City's tax ordinances as a condition precedent to the City making final payment under this Agreement.

The City's payment terms are net thirty (30) days from the City's receipt of a complete Invoice. Inadequate documentation to support the charges shall be remedied by Contractor within ten (10) days, and City shall make payment within thirty (30) days from its receipt of remedial documentation. City in its sole discretion shall determine adequacy of documentation for payment of any Invoice, and such documentation may include, without limitation, any document, certificate or proof of insurance or licensure required by this Agreement. No payment under this Agreement shall be proof of satisfactory performance of the Agreement, either wholly or in part, and no payment shall be construed as acceptance of deficient or unsatisfactory work.

ARTICLE 6 – PERMITS AND LICENSES

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

ARTICLE 7 – CHANGES, DELETIONS OR ADDITIONS TO AGREEMENT

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

ARTICLE 8 – LIABILITY AND INDEMNIFICATION

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

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

ARTICLE 9 – INSURANCE

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

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

Workers' Compensation: Statutory

Employers' liability: 2,500,000 each occurrence

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

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

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

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

\$2,500,000 general aggregate.

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

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

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

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

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

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

ARTICLE 10 – EXCESSIVE UNEMPLOYMENT

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

ARTICLE 11 – EXCUSABLE DELAYS IN PERFORMANCE

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

ARTICLE 12 – TERMINATION

City may terminate or suspend performance of this Agreement for City's convenience upon thirty (30) days' written notice to Contractor. Contractor shall terminate or suspend performance of the services on a schedule acceptable to City, as set forth in such written notice. If

termination or suspension is for City's convenience, City shall pay Contractor for all services performed through the date of the termination or suspension. In the event of a suspension of services pursuant to the City's notice, upon the restart of Contractor services by notice of the City, an equitable adjustment shall be made to Contractor's compensation.

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

ARTICLE 13 – SEVERABILITY

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

ARTICLE 14 – SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and shall inure to the benefit of City's and Contractor's respective permitted successors and assigns.

ARTICLE 15 – ASSIGNMENT

Contractor shall not assign any rights or duties under this Agreement without the prior written consent of the City, which consent shall be in the sole discretion of the City. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. If Contractor assigns or transfers any part of Contractor's obligations under this Agreement without the prior written approval of City, such assignment or transfer shall constitute a material breach of this Agreement.

ARTICLE 16 – NO THIRD PARTY RIGHTS

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

ARTICLE 17 – INDEPENDENT CONTRACTORS

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

ARTICLE 18 – MODIFICATIONS/AMENDMENTS

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

ARTICLE 19 – EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

ARTICLE 20 – COMPLIANCE WITH LAWS

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

ARTICLE 21 – COMMUNICATIONS AND NOTICES

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

CONTRACTOR: _____

CITY:

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

AND

City Manager, 506 Main Street, Belton, MO 64012

AND

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

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

ARTICLE 22 – SEPARATE AGREEMENTS

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

ARTICLE 23 – SURVIVAL OF TERMS

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

ARTICLE 24 – CITY'S LEGISLATIVE POWERS

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

ARTICLE 25 – WAIVER

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

ARTICLE 26 – HEADINGS; CONSTRUCTION OF AGREEMENT

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

ARTICLE 27 – FEDERAL WORK AUTHORIZATION PROGRAM

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

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

ARTICLE 28 – CONFLICT OF INTEREST

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

ARTICLE 29 – BUY AMERICAN PREFERENCE

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

ARTICLE 30 – PREVAILING WAGES

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

ARTICLE 31 – BOND

The Contractor shall furnish to the City a payment surety bond with good and sufficient sureties in the amount of services to be provided under this Agreement and such bond, among other

conditions, shall be conditioned for the payment of any and all materials, incorporated, consumed or used in connection with the work, and all insurance premiums, both for compensation, and for all other kinds of insurance, said work, and for all labor performed in such work whether by subcontractor or otherwise, all in accordance with R.S.Mo. § 107.170. The bond shall be from a surety company authorized to do business in the State of Missouri and in a form acceptable to the City. Expenses related to the surety bond shall be the responsibility of the Contractor. Such bond shall remain in place for one (1) year after completion of performance.

ARTICLE 32 – SUBCONTRACTING

Contractor shall not hire subcontractors to perform under this Agreement without the express written consent of the City. In no event shall subcontractors charge more for goods and/or services than Contractor may charge under this Agreement or in any way perform under this Agreement in a manner differently than Contractor. All other terms of this Agreement shall bind subcontractors to the same extent as Contractor including, without limitation, conditions of bond, insurance coverage, prevailing wages and production and/or maintenance of records. Contractor shall furnish a complete copy of this Agreement and its attachments to any subcontractor performing work under this Agreement and receive a written acknowledgement from the subcontractor that they are in compliance with the terms of and intend to be bound by the Agreement as if they were a party to the Agreement. Subcontractors shall provide any and all documentation required of Contractor under this Agreement before they may perform under this Agreement and will be required to provide additional documentation with their Invoice, which must be acceptable to the City in its sole discretion, before being paid for performance pursuant to this Agreement. In the sole discretion of City, if significant work in fulfillment of this Agreement must be performed by subcontractors to Contractor, City may require subcontractor to become a party to this Agreement.

ARTICLE 33 – ATTACHMENTS

Attachments that are incorporated as part of this agreement are as follows:

Attachment 1 – Original Cooperative Agreement

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

SIGNATURE PAGE FOR AGREEMENT BETWEEN CITY OF BELTON, MISSOURI AND

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

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

Executed by Contractor this _____ day of _____, 20____.

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

BELTON, MISSOURI

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

CONTRACTOR

Address and facsimile number of
Contractor:

By: _____

Printed Name: Jeff Davis

Title: Mayor

By: _____

Printed Name: _____

Title: _____

Attested By: _____

Printed Name: Patti Ledford

Title: City Clerk
(Affix City Seal)

Attested By: _____

Printed Name: _____

Title: _____
(Affix Corporate Seal, if applicable)

Approved as to form:

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

ATTACHMENT 1

MASTER CONTRACT FOR PUMP REPAIR AND SERVICES THE CITY OF KANSAS CITY, MISSOURI

CONTRACT NO.: EV2230

TITLE/DESCRIPTION: PUMP REPAIR AND SERVICE

THIS Contract is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation ("CITY" or "City"), and JCI Industries, Inc. ("CONTRACTOR" or "Contractor").

Sec. 1. The Contract. The Contract between the CITY and CONTRACTOR consists of the following Contract Documents:

- (a) this Master Contract for Pump Repair Services; and
- (b) CITY's Invitation for Bid No. EV2230 dated 11-25-15 including:
 - i. the Specifications; and
 - ii. CONTRACTOR's pricing; and
 - iii. Instructions and Conditions for Invitations for Bid and Request for Quotations Form 1215-063 (Rev 04-01-12);
 - iv. HRD 06 RFQ/P Instructions
 - v. HRD 8: Contractor Utilization Plan/Request for Waiver
 - vi. Letter of Intent to Subcontract
 - vii. HRD 10: Timetable for MBE/WBE Utilization
 - viii. HRD 11: Request for Modification or Substitution
 - ix. HRD Monthly Reporting Forms.
- (c) any CITY issued Purchase Order to CONTRACTOR; and
- (d) any Work Order approved and executed by the CITY; and
- (e) if applicable, any City required prevailing wage forms and the Annual Wage Orders for Clay, Jackson and Platte Counties including:
 - (1) Annual Wage Order
 - County – Cass, Clay, Jackson, Platte or Ray
 - Work Type: State – Heavy
 - State – Building
 - Federal – Heavy
 - Federal – Building
 - Federal – Building
 - (2) Division of Labor Standards Rules & Regulations
 - (3) 01290.08 Wage Rate Verification Questionnaire
 - (4) 01290.09 Subcontractors and Major Material Suppliers List
 - (5) 01290.11 Daily Labor Force Report
 - (6) 01290.14 Contractor Affidavit for Final Payment
 - (7) 01290.15 Subcontractor Affidavit for Final Payment

MASTER CONTRACT FOR PUMP REPAIR AND SERVICES

(REV. 11-19-12)

- (f) if applicable, required Performance and Maintenance Bonds and Payment Bonds on City required forms; and
- (g) any and all Attachments and Exhibits attached to the Contract;

All documents listed in this Section 1 shall be collectively referred to as the "Contract Documents" and are incorporated into this Contract by reference. CITY and CONTRACTOR agree that the terms "Agreement" and "Contract" and "Contract Documents" are used interchangeably in this Contract and the terms "Agreement" and "Contract" and "Contract Documents" each include all "Contract Documents." Each executed Work Order is a separate contract between the CITY and CONTRACTOR and the Contract is automatically incorporated by reference in each Work Order even if the Work Order does not state the Contract is incorporated by reference in the Work Order.

Sec. 2. Term of Contract.

- (a) **Initial Term.** The initial term of this Contract shall begin on July 25, 2016 and shall end on July 24, 2017.
- (b) **Renewal Terms.** At any time prior to the expiration of the initial term or any subsequent term, the CITY, in its sole discretion, may renew this Contract for up to four additional one year terms.
- (c) **Transition Term.** Notwithstanding the expiration of the initial term or any subsequent term or all options to renew, CONTRACTOR and CITY shall continue performance under this Contract until the CITY has a new contract in place with either CONTRACTOR or another provider or until the CITY terminates the Contract.

Sec. 3. Purchase Orders and Work Orders. CITY shall order all Equipment and Services to be provided by CONTRACTOR under this Contract by a means of a Work Order executed by the CITY and CONTRACTOR provided however, CONTRACTOR shall not provide any Equipment or Services for any Work Order executed by the CITY and CONTRACTOR unless there is Purchase Order issued by the CITY's Manager of Procurement Services for which sufficient funds have been certified and encumbered by the City's Director of Finance. CITY shall not have any financial obligation to CONTRACTOR under this Contract until the CITY issues a Purchase Order to CONTRACTOR and CONTRACTOR shall not provide any Equipment and Services in excess of the dollar amount contained in any Purchase Order even if there is an executed Work Order between the CITY and CONTRACTOR. CONTRACTOR shall not be entitled to any payment from CITY in excess of the dollar amount of the Purchase Orders from CITY even if such amount is authorized in a Work Order executed by CITY and CONTRACTOR.

Sec. 4. Performance and Maintenance Bond and Payment Bond.

- (a) If a Work Order is estimated to exceed \$50,000.00 and is for the erection, construction, alteration, repair or improvement of any building, road, street, public utility or other public facility owned by the public entity as defined by Section 107.170, RSMo, CONTRACTOR shall obtain a performance and maintenance bond and payment bond as required by this Section. **For purposes of this Contract, the CITY and CONTRACTOR agree that CONTRACTOR shall provide a performance and maintenance bond and payment bond for any Work Order that requires the CONTRACTOR to replace a Water Pump.** The City approved performance and maintenance bond and payment bond are incorporated in this Contract by reference and Contractor shall require its Surety to issue the performance and maintenance bonds and payment bonds on City approved forms.
- (b) All Bonds shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A certified copy of such agent's authority to act must accompany all Bonds signed by an agent. If the surety on any Bond furnished by Seller is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirement of the preceding sentence, Seller shall within twenty (20) days thereafter substitute another Bond and surety, both of which must be acceptable to City.
- (c) The performance and maintenance bond and payment bond shall remain in effect at least one (1) year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents.
- (d) All Bonds required by the Contract Documents to be purchased and maintained by CONTRACTOR shall be obtained from surety that is duly licensed in the State of Missouri and in the jurisdiction in which the Project is located, if not in Missouri, to issue Bonds. All surety companies shall hold an A.M. Best rating of B+, V, or better.
- (e) If the surety on any Bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirement of Paragraph 5.01 B, Contractor shall within twenty (20) days thereafter substitute another Bond and surety, both of which must be acceptable to City.

Sec. 5. Prevailing Wage.

- A. **Prevailing Wage.** If a Work Order includes work that requires payment of prevailing wage as set forth in Sections 290.210 to 290.340, RSMo (the "Law"), CONTRACTOR shall pay workers prevailing wage in accordance with this Section and the Law. Under the Law, work that meets the definition of "construction" "includes construction, reconstruction, improvement, enlargement, alteration, painting and decorating, or major repair." **A water pump replacement is considered to be construction and not maintenance work under the Law.**

“Maintenance work” that is not subject to the Law is defined as “the repair, but not the replacement, of existing facilities when the size, type or extent of the existing facilities is not thereby changed or increased.”

1. Contractor shall comply and require its Subcontractors to comply with;
 - a. Sections 290.210 to 290.340, RSMo the State of Missouri Prevailing Wage Law (the “Law”); and
 - b. 8 CSR 30-3.010 to 8 CSR 30-3.060, the Prevailing Wage Law Rules (the “Rules”); and
 - c. the Annual Wage Order (Wage Order) issued by the State of Missouri’s Department of Labor and Industrial Relations; and
 - d. any applicable Annual Incremental Wage Increase (Wage Increase) to the Annual Wage Order.
2. The Law, Rules, Wage Order and any Wage Increase are incorporated into and made part hereof this Contract and shall be collectively referred to in this Section as the “Prevailing Wage Requirements.” In the event this Contract is renewed for an additional term, the Wage Order in effect as of the commencement date of the additional term, as amended by any applicable Wage Increase, shall be deemed incorporated herein and shall apply to and remain in effect for the duration of the additional term. The new Wage Order and any applicable Wage Increase shall govern notwithstanding the fact that the Wage Order being replaced might be physically attached to this Contract.
3. Contractor shall pay and require its Subcontractors to pay to all workers performing work under this Contract not less than the prevailing hourly rate of wages for the class or type of work performed by the worker in accordance with the Law, Rules, Wage Order and any applicable Wage Increase. Contractor shall take whatever steps are necessary to insure that the prevailing hourly wage rates are paid and that all workers for Contractor and each of its Subcontractors are paid for the class or type of work performed by the worker in accordance with the Prevailing Wage Requirements.
4. Prior to each of its Subcontractors beginning Work on the Site, Contractor shall require each Subcontractor to complete City’s Form 00490 entitled “Pre-contract Certification” that sets forth the Subcontractor’s prevailing wage and tax compliance history for the two (2) years prior to the bid. Contractor shall retain one (1) year and make the Pre-contract Certifications available to City within five (5) days after written request.
5. Contractor shall keep and require each of its Subcontractors engaged in the construction of public works in performance of the Contract to keep full and accurate records on City’s forms. Contractor shall:
 - a. Keep and require each of its Subcontractors engaged in the construction of public works in performance of the Contract to keep full and accurate records on City’s “Daily Labor Force Report” Form indicating the worker’s name, occupational title or classification group and skill and the workers’ hours.

City shall furnish blank copies of the Daily Labor Force Report Form to Contractor for its use and for distribution to Subcontractors. Contractor shall submit its and its Subcontractors Daily Labor Force Reports to City each day; and

- b. Submit, and require each of its Subcontractors engaged in the construction of public works in performance of the Contract to submit, electronically, in a format prescribed by the City, Certified Payroll Report Information indicating the worker's name, address, social security number, occupation(s), craft(s) of every worker employed in connection with the public work together with the number of hours worked by each worker and the actual wages paid in connection with the Project and other pertinent information as requested by the City; and
- c. Submit, and require each of its Subcontractors engaged in the construction of public works in performance of the Contract to submit, electronically, in format prescribed by the City, a Payroll Certification. The Payroll Certification must be signed by the employee or agent who pays or supervises the payment of the workers employed under the Contract for the Contractor and each Subcontractor.

The Daily Labor Force Report, documents used to compile information for the Certified Payroll Report, and Payroll Certification are collectively referred to in this Section as the "Records."

6. Contractor shall make all of Contractor's and Subcontractors' Records open to inspection by any authorized representatives of City and the Missouri Department of Labor and Industrial Relations at any reasonable time and as often as they may be necessary and such Records shall not be destroyed or removed from the State of Missouri for a period of one (1) year following the completion of the public work in connection with which the Records are made. Contractor shall have its and its Subcontractors Certified Payroll Reports and Payroll Certifications available at the Contractor's office and shall provide the Records to the City electronically at City's sole discretion. In addition, all Records shall be considered a public record and Contractor shall provide the Records to the City in the format required by the City within three (3) working days of any request by City at the Contractor's cost. City, in its sole discretion, may require Contractor to send any of the Records directly to the person who requested the Record at Contractor's expense.
7. Contractor shall post and keep posted a clearly legible statement of all prevailing hourly wage rates to be paid to all workers employed by Contractor and each of its Subcontractors in the performance of this Contract in a prominent and easily accessible place at the Site of the Work by all workers.
8. If the Contract Price exceeds \$250,000.00, Contractor shall and shall require each Subcontractor engaged in any construction of public works to have its name, acceptable abbreviation or recognizable logo and the name of the city and state of the mailing address of the principal office of the company, on each motor vehicle and motorized self-propelled piece of equipment which is used in connection with

the Project during the time the Contractor or Subcontractor is engaged on the project. The sign shall be legible from a distance of twenty (20') feet, but the size of the lettering need not be larger than two (2") inches. In cases where equipment is leased or where affixing a legible sign to the equipment is impractical, the Contractor may place a temporary stationary sign, with the information required pursuant to this section, at the main entrance of the Project in place of affixing the required information on the equipment so long as such sign is not in violation of any state or federal statute, rule or regulation. Motor vehicles which are required to have similar information affixed thereto pursuant to requirements of a regulatory agency of the state or federal government are exempt from the provisions of this subsection.

9. Contractor must correct any errors in Contractor's or any Subcontractors' Records, or Contractor's or any Subcontractors' violations of the Law, Rules, Annual Wage Order and any Wage Increase within fourteen (14) calendar days after notice from City.
 10. Contractor shall and shall require its Subcontractors to cooperate with the City and the Department of Labor and Industrial Relations in the enforcement of this Section, the Law, Rules, Annual Wage Order and any Wage Increase. Contractor shall and shall require its Subcontractors to permit City and the Department of Labor and Industrial Relations to interview any and all workers during working hours on the Project at Contractor's sole cost and expense.
 11. Contractor shall file with City, upon completion of the Project and prior to final payment therefore, affidavits from Contractor and each of its Subcontractors, stating that each has fully complied with the provisions and requirements of the Missouri Prevailing Wage Law. City shall not make final payment until the affidavits, in proper form and order, from Contractor and each of its Subcontractors, are filed by Contractor.
 12. Contractor shall forfeit as a statutory penalty to the City one hundred dollars (\$100.00) for each worker employed, for each calendar day, or portion thereof, such worker is paid less than the prevailing hourly rates for any work done under this Contract, by Contractor or by any of Contractor's Subcontractors. If Contractor or any of its Subcontractors have violated any section(s) of 290.210 to 290.340, RSMo, in the course of the execution of the Contract, City shall when making payments to the Contractor becoming due under this Contract, withhold and retain therefrom all sums and amounts due and owing as a result of any violation of sections 290.210 to 290.340, RSMo.
- B. Prevailing Wage Damages. Contractor acknowledges and agrees that, based on the experience of City, violations of the Missouri Prevailing Wage Act, whether by Contractor or its Subcontractors, commonly result in additional costs to City. Contractor agrees that additional costs to City for any particular violation are difficult to establish and include but are not limited to: costs of construction delays, additional work for City, additional interest expenses, investigations, and the cost of establishing and maintaining a special division working under the City Manager to monitor prevailing wage compliance.

1. In the event of the failure by Contractor or any of its Subcontractors to pay wages as provided in the Missouri Prevailing Wage Act, City shall be entitled to deduct from the Contract Price, and shall retain as liquidated damages, one hundred dollars (\$100.00) per day, per worker who is paid less than the prevailing hourly rate of wages, to approximate the additional costs. The sum shall be deducted, paid or owed whether or not the Contract Times have expired.
2. City shall give written notice to Contractor setting forth the workers who have been underpaid, the amount of the statutory penalty and the amount of the liquidated damages as provided for in this Subparagraph. Contractor shall have fourteen (14) calendar days to respond, which time may be extended by City upon written request. If Contractor fails to respond within the specified time, the City's original notice shall be deemed final. If Contractor responds to City's notice, City will furnish Contractor a final decision in writing within five (5) days of completing any investigation.

C. Excessive Unemployment.

1. "Resident Laborers" means laborers who have been residents of the State of Missouri for at least thirty days and who intend to remain Missouri residents, and residents of Nonrestrictive States.
2. "Nonrestrictive States" means states identified by the Missouri Department of Labor and Industrial Relations Division of Labor Standards that have not enacted state laws restricting Missouri laborers from working on public works projects. A list of Nonrestrictive States can be found on the Division web site at <http://www.dolir.mo.gov/ls/index.htm>.
3. A period of Excessive Unemployment is declared when the Missouri Department of Labor and Industrial Relations Division of Labor Standards provides notice of such declaration. When in effect, notice will be provided on the Division web site at <http://www.dolir.mo.gov/ls/index.htm>. It is Contractor's obligation to determine whether a period of Excessive Unemployment is in effect when this Contract is let.
4. Contractor agrees to follow the provisions of Section 290.560 - 290.575 RSMo and agrees that if a period of Excessive Unemployment has been declared at any point during the term of this Contract, it will employ and require all Subcontractors of whatever tier to employ only Resident Laborers for the Work to be performed under this Contract. Provided, however, Contractor may use laborers who are not Resident Laborers when Resident Laborers are not available or are incapable of performing the particular type of work involved if Contractor so certifies in writing to City and City issues a written approval. This provision does not apply to regularly employed nonresident executive, supervisory or technical employees.

Sec. 6. Minority and Women's Business Enterprises. City is committed to ensuring that minority and women's business enterprises (M/WBE) participate to the maximum extent

MASTER CONTRACT FOR PUMP REPAIR AND SERVICES

(REV. 11-19-12)

possible in the performance of City contracts. Contractor agrees to comply with all requirements of City's Minority and Women's Business Enterprise Program as enacted in City's Code Sections 3-421 through 3-469 and as hereinafter amended. Contractor shall make its good faith efforts in carrying out this policy by implementing its contractor utilization plan, which is incorporated herein as part of the Bid Form. If Contractor fails to achieve the M/WBE goals stated in its contractor utilization plan, as amended, the City will sustain damages, the exact extent of which would be difficult or impossible to ascertain or estimate at the time of execution of this contract. Therefore, in order to liquidate those damages, the monetary difference between the amount of the M/WBE goals set forth in this contractor utilization plan, as amended, and the amount actually paid to qualified MBEs and WBEs for performing a commercially useful function will be deducted from the Contractor's payments as liquidated damages. In determining the amount actually paid to qualified MBEs and WBEs, no credit will be given for the portion of participation that was not approved by the Director of City's Human Relations Division, unless the Director determines that the Contractor acted in good faith. No deduction for liquidated damages will be made when, for reasons beyond the control of the Contractor, the M/WBE participation stated in the Contractor Utilization Plan, as amended and approved by the Director, is not met.

Contractor shall comply with City's MBE/WBE Program Reporting System requirements. Contractor shall use City's Internet web based MBE/WBE Program Reporting System provided by City and protocols included in that software during the term of this Contract. Contractor shall maintain user applications to City's provided system for all applicable personnel and shall require subcontractors to maintain applications.

CONTRACTOR

I hereby certify that I have the authority to execute
this document on behalf of CONTRACTOR

Contractor: JCI Industries Inc.
By: Robert J. Kopp
Title: CEO/OWNER
Date: 7/20/14

APPROVED AS TO FORM

[Signature]
Assistant City Attorney (Date)

KANSAS CITY, MISSOURI

By: [Signature]
Title: Manager of Acquisition Services
Date: 7/29/14

MASTER CONTRACT FOR PUMP REPAIR AND SERVICES



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



ON-CALL PUMP REPAIR AND SERVICE AGREEMENT

THIS Agreement ("Agreement") is by and between the City of Belton, Missouri, a constitutional charter city ("CITY"), and FTC Equipment, LLC, a _____, authorized to conduct business in Missouri and located at _____ ("CONTRACTOR"; CITY and CONTRACTOR each a "Party", and collectively the "Parties").

WHEREAS, pursuant to the Belton Code of Ordinances, Chapter 2, Division 2, Section 2-927. – Cooperative purchasing., CITY is authorized and encouraged to participate in cooperative purchasing programs with the federal and state governments and their agencies, municipalities, associations of municipalities and other political subdivisions; and

WHEREAS, CONTRACTOR is a party to the agreement and is prepared and/or obligated to provide goods and/or services to CITY upon substantially the same terms and conditions as in the original cooperative agreement ("Cooperative Agreement") with the City of Kansas City, Missouri; and

WHEREAS, CITY desires to make the goods and/or services of the CONTRACTOR available to CITY from time to time without obligation to purchase from the CONTRACTOR any of the goods and/or services in minimum quantities or make the CONTRACTOR the sole source of such goods and/or services; and

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

ARTICLE 1 – EFFECTIVE DATE AND TERMS

The effective date of this Agreement shall be _____ ("Effective Date"). This Agreement adopts for the Parties' use the Cooperative Agreement attached hereto as **Attachment 1** upon the terms and conditions set forth in this Agreement. This Agreement adopts the terms of the Cooperative Agreement only to the extent that they do not conflict with the terms of this Agreement. If a contract term is not substantially addressed in this Agreement, the Cooperative Agreement controls as if the City were in the place of the government entity, association or subdivision and the Contractor in the place of the contractor or service provider. In the event of a conflict between this Agreement and the Cooperative Agreement, this Agreement controls.

Contractor must submit one original copy of the complete Cooperative Agreement including documentation of the competitive bid process through which the Cooperative Agreement was procured.

The term of this Agreement shall be for one (1) year after the Effective Date with the option of up to four (4) additional one (1) year periods. Contractor and City shall agree to the pricing upon each one year renewal.

ARTICLE 2 – SPECIFICATIONS, PRICING AND OTHER TERMS

Specifications, pricing time periods, Contractor vendors and additional terms for the goods and/or services to be provided by Contractor to the City are as set forth in **Attachment 1** hereto. Should the Effective Date fall after the pricing time periods specified in **Attachment 1**, **Attachment 1** controls; provided, however, that such terms may be amended by a Purchase Order as defined and described below.

ARTICLE 3 – CONTRACTOR’S OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

The Contractor shall provide the goods and/or services as specified in this Agreement within the time periods specified in this Agreement. Contractor represents and warrants to City that the Contractor has or is 1) the power and authority to enter into this binding Agreement, 2) organized and in good standing in its jurisdiction of organization, 3) authorized to do business in the State of Missouri and 4) is current on its tax obligations of all types in every jurisdiction in which it is authorized to do business. Contractor further represents and warrants that Contractor was awarded the Cooperative Agreement pursuant to a competitive bidding process in which the Contractor had no Conflict of Interest (as defined below), and affirms the affidavits submitted with this Agreement as attached hereto as **Attachment 1** Contractor agrees that it is under an obligation to inform the City of any amendments to the Cooperative Agreement and that, notwithstanding anything to the contrary in this Agreement, the City may unilaterally and at its sole discretion amend this Agreement with such Cooperative Agreement amendment should City choose to do so.

Questions regarding terms or performance should be addressed to the City staff identified on the first page. If time permits, such questions should be submitted in writing, and the City reserves the right to require at all questions be submitted in writing. In accordance with applicable law, this Agreement will be available for public review following execution.

ARTICLE 4 – CITY’S OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

The City is under no obligation to ever order any goods and/or services under this Agreement; however, should the City submit a Purchase Order (defined below) to the Contractor pursuant to this Agreement, this Agreement governs the performance of the Parties and the City is obligated to pay for Contractor’s performance according to its terms. City further represents and warrants to Contractor that it is or has 1) a Missouri constitutional charter city and 2) the power and authority to enter into this binding Agreement.

ARTICLE 5 – PROCEDURES

Contractor’s performance under this Agreement shall not commence until transmittal of a written purchase order by the City to the Contractor vial mail, email or fax, and which may state a date and/or time by which performance must be complete (the “Purchase Order”). Notwithstanding anything in this Agreement to the contrary, deadlines for performance under this Agreement specified in a Purchase Order control. Contractor will provide an immediate response to City if it cannot meet the deadlines for performance specified in a Purchase Order or elsewhere in this Agreement.

Upon full and complete performance under this Agreement, Contractor shall submit to City an invoice for goods and/or services provided which conforms with the terms of this Agreement,

and which invoice shall include a description of the goods and/or services, the pricing and any supporting materials, and/or conforms with other terms as set forth in **Attachment 1** hereto (the "Invoice").

The City is exempt from the State of Missouri sales and use taxes on purchases made directly for the City. Contractor shall not include any sales or use taxes on transactions between the Contractor and the City. Contractor shall provide proof of compliance with the City's tax ordinances as a precondition to the City making the first payment under this Agreement. If Contractor performs work under this Agreement of a duration that is longer than one (1) year, the Contractor also shall submit to the City proof of compliance with the City's tax ordinances as a condition precedent to the City making final payment under this Agreement.

The City's payment terms are net thirty (30) days from the City's receipt of a complete Invoice. Inadequate documentation to support the charges shall be remedied by Contractor within ten (10) days, and City shall make payment within thirty (30) days from its receipt of remedial documentation. City in its sole discretion shall determine adequacy of documentation for payment of any Invoice, and such documentation may include, without limitation, any document, certificate or proof of insurance or licensure required by this Agreement. No payment under this Agreement shall be proof of satisfactory performance of the Agreement, either wholly or in part, and no payment shall be construed as acceptance of deficient or unsatisfactory work.

ARTICLE 6 – PERMITS AND LICENSES

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

ARTICLE 7 – CHANGES, DELETIONS OR ADDITIONS TO AGREEMENT

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

ARTICLE 8 – LIABILITY AND INDEMNIFICATION

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

ARTICLE 9 – INSURANCE

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

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

Workers' Compensation: Statutory

Employers' liability: 2,500,000 each occurrence

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

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

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

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

\$2,500,000 general aggregate.

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

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

B. The policies listed above may not be canceled until after thirty (30) days written notice of cancellation to City, ten (10) days in the event of nonpayment of premium. The Workers' Compensation and Employers' Liability, Commercial General Liability, and Automobile Liability specified above shall provide that City and its agencies, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds for the services performed under this Agreement. **CONTRACTOR SHALL PROVIDE TO CITY PRIOR TO THE**

EXECUTION OF THIS AGREEMENT A CERTIFICATE OF INSURANCE SHOWING ALL REQUIRED COVERAGES, ENDORSEMENTS, ADDITIONAL INSURED, AND COMPLIANCE WITH THE TERMS OF THIS ARTICLE 9. The certificate shall be on a form acceptable to CITY.

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

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

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

ARTICLE 10 – EXCESSIVE UNEMPLOYMENT

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

ARTICLE 11 – EXCUSABLE DELAYS IN PERFORMANCE

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

ARTICLE 12 – TERMINATION

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

This Agreement may be terminated by either Party upon written notice in the event of substantial failure by the other Party to perform in accordance with the terms of this Agreement.

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

ARTICLE 13 – SEVERABILITY

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

ARTICLE 14 – SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and shall inure to the benefit of City's and Contractor's respective permitted successors and assigns.

ARTICLE 15 – ASSIGNMENT

Contractor shall not assign any rights or duties under this Agreement without the prior written consent of the City, which consent shall be in the sole discretion of the City. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. If Contractor assigns or transfers any part of Contractor's obligations under this Agreement without the prior written approval of City, such assignment or transfer shall constitute a material breach of this Agreement.

ARTICLE 16 – NO THIRD PARTY RIGHTS

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

ARTICLE 17 – INDEPENDENT CONTRACTORS

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

ARTICLE 18 – MODIFICATIONS/AMENDMENTS

City may at any time, by written modification or amendment and notice to Contractor, without notice to any surety, make changes or additions to the Contractor services to be provided hereunder, provided that the changes or additions are within the general scope of this Agreement. If any such change causes an increase or decrease in the compensation or period of service of this Agreement, the Contractor shall notify the appropriate City Division Superintendent, **Don Tyler of Water Services**, in writing immediately and an equitable

adjustment will be made in the compensation or Period of Service or both, by written modification of this Agreement. Any claim by the Contractor for such adjustment must be asserted within thirty (30) days by the Parties after the Contractor's receipt of notice of the modification or amendment. Nothing herein contained shall excuse the Contractor from proceeding with the Agreement as modified or amended.

ARTICLE 19 – EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

ARTICLE 20 – COMPLIANCE WITH LAWS

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

ARTICLE 21 – COMMUNICATIONS AND NOTICES

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

CONTRACTOR: _____

CITY:

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

AND

City Manager, 506 Main Street, Belton, MO 64012

AND

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

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

ARTICLE 22 – SEPARATE AGREEMENTS

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

ARTICLE 23 – SURVIVAL OF TERMS

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

ARTICLE 24 – CITY'S LEGISLATIVE POWERS

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

ARTICLE 25 – WAIVER

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

ARTICLE 26 – HEADINGS; CONSTRUCTION OF AGREEMENT

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

ARTICLE 27 – FEDERAL WORK AUTHORIZATION PROGRAM

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

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

ARTICLE 28 – CONFLICT OF INTEREST

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

ARTICLE 29 – BUY AMERICAN PREFERENCE

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

ARTICLE 30 – PREVAILING WAGES

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

ARTICLE 31 – BOND

The Contractor shall furnish to the City a payment surety bond with good and sufficient sureties in the amount of services to be provided under this Agreement and such bond, among other conditions, shall be conditioned for the payment of any and all materials, incorporated, consumed or used in connection with the work, and all insurance premiums, both for compensation, and for all other kinds of insurance, said work, and for all labor performed in such work whether by subcontractor or otherwise, all in accordance with R.S.Mo. § 107.170. The bond shall be from a surety company authorized to do business in the State of Missouri and in a form acceptable to the City. Expenses related to the surety bond shall be the responsibility of the Contractor. Such bond shall remain in place for one (1) year after completion of performance.

ARTICLE 32 – SUBCONTRACTING

Contractor shall not hire subcontractors to perform under this Agreement without the express written consent of the City. In no event shall subcontractors charge more for goods and/or services than Contractor may charge under this Agreement or in any way perform under this Agreement in a manner differently than Contractor. All other terms of this Agreement shall bind subcontractors to the same extent as Contractor including, without limitation, conditions of bond, insurance coverage, prevailing wages and production and/or maintenance of records. Contractor shall furnish a complete copy of this Agreement and its attachments to any subcontractor performing work under this Agreement and receive a written acknowledgement from the subcontractor that they are in compliance with the terms of and intend to be bound by the Agreement as if they were a party to the Agreement. Subcontractors shall provide any and all documentation required of Contractor under this Agreement before they may perform under this Agreement and will be required to provide additional documentation with their Invoice, which must be acceptable to the City in its sole discretion, before being paid for performance pursuant to this Agreement. In the sole discretion of City, if significant work in fulfillment of this Agreement must be performed by subcontractors to Contractor, City may require subcontractor to become a party to this Agreement.

ARTICLE 33 – ATTACHMENTS

Attachments that are incorporated as part of this agreement are as follows:

Attachment 1 – Original Cooperative Agreement

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

SIGNATURE PAGE FOR AGREEMENT BETWEEN CITY OF BELTON, MISSOURI AND

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

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

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

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

BELTON, MISSOURI

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

CONTRACTOR

Address and facsimile number of
Contractor:

By: _____

Printed Name: Jeff Davis

Title: Mayor

By: _____

Printed Name: _____

Title: _____

Attested By: _____

Printed Name: Patti Ledford

Title: City Clerk
(Affix City Seal)

Attested By: _____

Printed Name: _____

Title: _____
(Affix Corporate Seal, if applicable)

Approved as to form:

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

ATTACHMENT 1

MASTER CONTRACT FOR PUMP REPAIR AND SERVICES THE CITY OF KANSAS CITY, MISSOURI

CONTRACT NO.: EV2230

TITLE/DESCRIPTION: PUMP REPAIR AND SERVICE

THIS Contract is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation ("CITY" or "City"), and FTC Equipment, LLC ("CONTRACTOR" or "Contractor").

Sec. 1. The Contract. The Contract between the CITY and CONTRACTOR consists of the following Contract Documents:

- (a) this Master Contract for Pump Repair Services; and
- (b) CITY's Invitation for Bid No. EV2230 dated 11-25-15 including:
 - i. the Specifications; and
 - ii. CONTRACTOR's pricing; and
 - iii. Instructions and Conditions for Invitations for Bid and Request for Quotations Form 1215-063 (Rev 04-01-12);
 - iv. HRD 06 RFQ/P Instructions
 - v. HRD 8: Contractor Utilization Plan/Request for Waiver
 - vi. Letter of Intent to Subcontract
 - vii. HRD 10: Timetable for MBE/WBE Utilization
 - viii. HRD 11: Request for Modification or Substitution
 - ix. HRD Monthly Reporting Forms.
- (c) any CITY issued Purchase Order to CONTRACTOR; and
- (d) any Work Order approved and executed by the CITY; and
- (e) if applicable, any City required prevailing wage forms and the Annual Wage Orders for Clay, Jackson and Platte Counties including:
 - (1) Annual Wage Order
 - County – Cass, Clay, Jackson, Platte or Ray
 - Work Type: State – Heavy
 - State – Building
 - Federal – Heavy
 - Federal – Building
 - Federal – Building
 - (2) Division of Labor Standards Rules & Regulations
 - (3) 01290.08 Wage Rate Verification Questionnaire
 - (4) 01290.09 Subcontractors and Major Material Suppliers List
 - (5) 01290.11 Daily Labor Force Report
 - (6) 01290.14 Contractor Affidavit for Final Payment
 - (7) 01290.15 Subcontractor Affidavit for Final Payment

MASTER CONTRACT FOR PUMP REPAIR AND SERVICES

(REV. 11-19-12)

- (f) if applicable, required Performance and Maintenance Bonds and Payment Bonds on City required forms; and
- (g) any and all Attachments and Exhibits attached to the Contract;

All documents listed in this Section 1 shall be collectively referred to as the "Contract Documents" and are incorporated into this Contract by reference. CITY and CONTRACTOR agree that the terms "Agreement" and "Contract" and "Contract Documents" are used interchangeably in this Contract and the terms "Agreement" and "Contract" and "Contract Documents" each include all "Contract Documents." Each executed Work Order is a separate contract between the CITY and CONTRACTOR and the Contract is automatically incorporated by reference in each Work Order even if the Work Order does not state the Contract is incorporated by reference in the Work Order.

Sec. 2. Term of Contract.

- (a) **Initial Term.** The initial term of this Contract shall begin on July 25, 2016 and shall end on July 24, 2017.
- (b) **Renewal Terms.** At any time prior to the expiration of the initial term or any subsequent term, the CITY, in its sole discretion, may renew this Contract for up to four additional one year terms.
- (c) **Transition Term.** Notwithstanding the expiration of the initial term or any subsequent term or all options to renew, CONTRACTOR and CITY shall continue performance under this Contract until the CITY has a new contract in place with either CONTRACTOR or another provider or until the CITY terminates the Contract.

Sec. 3. Purchase Orders and Work Orders. CITY shall order all Equipment and Services to be provided by CONTRACTOR under this Contract by a means of a Work Order executed by the CITY and CONTRACTOR provided however, CONTRACTOR shall not provide any Equipment or Services for any Work Order executed by the CITY and CONTRACTOR unless there is Purchase Order issued by the CITY's Manager of Procurement Services for which sufficient funds have been certified and encumbered by the City's Director of Finance. CITY shall not have any financial obligation to CONTRACTOR under this Contract until the CITY issues a Purchase Order to CONTRACTOR and CONTRACTOR shall not provide any Equipment and Services in excess of the dollar amount contained in any Purchase Order even if there is an executed Work Order between the CITY and CONTRACTOR. CONTRACTOR shall not be entitled to any payment from CITY in excess of the dollar amount of the Purchase Orders from CITY even if such amount is authorized in a Work Order executed by CITY and CONTRACTOR.

Sec. 4. Performance and Maintenance Bond and Payment Bond.

- (a) If a Work Order is estimated to exceed \$50,000.00 and is for the erection, construction, alteration, repair or improvement of any building, road, street, public utility or other public facility owned by the public entity as defined by Section 107.170, RSMo, CONTRACTOR shall obtain a performance and maintenance bond and payment bond as required by this Section. **For purposes of this Contract, the CITY and CONTRACTOR agree that CONTRACTOR shall provide a performance and maintenance bond and payment bond for any Work Order that requires the CONTRACTOR to replace a Water Pump.** The City approved performance and maintenance bond and payment bond are incorporated in this Contract by reference and Contractor shall require its Surety to issue the performance and maintenance bonds and payment bonds on City approved forms.
- (b) All Bonds shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A certified copy of such agent's authority to act must accompany all Bonds signed by an agent. If the surety on any Bond furnished by Seller is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirement of the preceding sentence, Seller shall within twenty (20) days thereafter substitute another Bond and surety, both of which must be acceptable to City.
- (c) The performance and maintenance bond and payment bond shall remain in effect at least one (1) year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents.
- (d) All Bonds required by the Contract Documents to be purchased and maintained by CONTRACTOR shall be obtained from surety that is duly licensed in the State of Missouri and in the jurisdiction in which the Project is located, if not in Missouri, to issue Bonds. All surety companies shall hold an A.M. Best rating of B+, V, or better.
- (e) If the surety on any Bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirement of Paragraph 5.01 B, Contractor shall within twenty (20) days thereafter substitute another Bond and surety, both of which must be acceptable to City.

Sec. 5. Prevailing Wage.

- A. **Prevailing Wage.** If a Work Order includes work that requires payment of prevailing wage as set forth in Sections 290.210 to 290.340, RSMo (the "Law"), CONTRACTOR shall pay workers prevailing wage in accordance with this Section and the Law. Under the Law, work that meets the definition of "construction" "includes construction, reconstruction, improvement, enlargement, alteration, painting and decorating, or major repair." **A water pump replacement is considered to be construction and not maintenance work under the Law.**

“Maintenance work” that is not subject to the Law is defined as “the repair, but not the replacement, of existing facilities when the size, type or extent of the existing facilities is not thereby changed or increased.”

1. Contractor shall comply and require its Subcontractors to comply with;
 - a. Sections 290.210 to 290.340, RSMo the State of Missouri Prevailing Wage Law (the “Law”); and
 - b. 8 CSR 30-3.010 to 8 CSR 30-3.060, the Prevailing Wage Law Rules (the “Rules”); and
 - c. the Annual Wage Order (Wage Order) issued by the State of Missouri’s Department of Labor and Industrial Relations; and
 - d. any applicable Annual Incremental Wage Increase (Wage Increase) to the Annual Wage Order.
2. The Law, Rules, Wage Order and any Wage Increase are incorporated into and made part hereof this Contract and shall be collectively referred to in this Section as the “Prevailing Wage Requirements.” In the event this Contract is renewed for an additional term, the Wage Order in effect as of the commencement date of the additional term, as amended by any applicable Wage Increase, shall be deemed incorporated herein and shall apply to and remain in effect for the duration of the additional term. The new Wage Order and any applicable Wage Increase shall govern notwithstanding the fact that the Wage Order being replaced might be physically attached to this Contract.
3. Contractor shall pay and require its Subcontractors to pay to all workers performing work under this Contract not less than the prevailing hourly rate of wages for the class or type of work performed by the worker in accordance with the Law, Rules, Wage Order and any applicable Wage Increase. Contractor shall take whatever steps are necessary to insure that the prevailing hourly wage rates are paid and that all workers for Contractor and each of its Subcontractors are paid for the class or type of work performed by the worker in accordance with the Prevailing Wage Requirements.
4. Prior to each of its Subcontractors beginning Work on the Site, Contractor shall require each Subcontractor to complete City’s Form 00490 entitled “Pre-contract Certification” that sets forth the Subcontractor’s prevailing wage and tax compliance history for the two (2) years prior to the bid. Contractor shall retain one (1) year and make the Pre-contract Certifications available to City within five (5) days after written request.
5. Contractor shall keep and require each of its Subcontractors engaged in the construction of public works in performance of the Contract to keep full and accurate records on City’s forms. Contractor shall:
 - a. Keep and require each of its Subcontractors engaged in the construction of public works in performance of the Contract to keep full and accurate records on City’s “Daily Labor Force Report” Form indicating the worker’s name, occupational title or classification group and skill and the workers’ hours.

City shall furnish blank copies of the Daily Labor Force Report Form to Contractor for its use and for distribution to Subcontractors. Contractor shall submit its and its Subcontractors Daily Labor Force Reports to City each day; and

- b. Submit, and require each of its Subcontractors engaged in the construction of public works in performance of the Contract to submit, electronically, in a format prescribed by the City, Certified Payroll Report Information indicating the worker's name, address, social security number, occupation(s), craft(s) of every worker employed in connection with the public work together with the number of hours worked by each worker and the actual wages paid in connection with the Project and other pertinent information as requested by the City; and
- c. Submit, and require each of its Subcontractors engaged in the construction of public works in performance of the Contract to submit, electronically, in format prescribed by the City, a Payroll Certification. The Payroll Certification must be signed by the employee or agent who pays or supervises the payment of the workers employed under the Contract for the Contractor and each Subcontractor.

The Daily Labor Force Report, documents used to compile information for the Certified Payroll Report, and Payroll Certification are collectively referred to in this Section as the "Records."

6. Contractor shall make all of Contractor's and Subcontractors' Records open to inspection by any authorized representatives of City and the Missouri Department of Labor and Industrial Relations at any reasonable time and as often as they may be necessary and such Records shall not be destroyed or removed from the State of Missouri for a period of one (1) year following the completion of the public work in connection with which the Records are made. Contractor shall have its and its Subcontractors Certified Payroll Reports and Payroll Certifications available at the Contractor's office and shall provide the Records to the City electronically at City's sole discretion. In addition, all Records shall be considered a public record and Contractor shall provide the Records to the City in the format required by the City within three (3) working days of any request by City at the Contractor's cost. City, in its sole discretion, may require Contractor to send any of the Records directly to the person who requested the Record at Contractor's expense.
7. Contractor shall post and keep posted a clearly legible statement of all prevailing hourly wage rates to be paid to all workers employed by Contractor and each of its Subcontractors in the performance of this Contract in a prominent and easily accessible place at the Site of the Work by all workers.
8. If the Contract Price exceeds \$250,000.00, Contractor shall and shall require each Subcontractor engaged in any construction of public works to have its name, acceptable abbreviation or recognizable logo and the name of the city and state of the mailing address of the principal office of the company, on each motor vehicle and motorized self-propelled piece of equipment which is used in connection with

the Project during the time the Contractor or Subcontractor is engaged on the project. The sign shall be legible from a distance of twenty (20') feet, but the size of the lettering need not be larger than two (2") inches. In cases where equipment is leased or where affixing a legible sign to the equipment is impractical, the Contractor may place a temporary stationary sign, with the information required pursuant to this section, at the main entrance of the Project in place of affixing the required information on the equipment so long as such sign is not in violation of any state or federal statute, rule or regulation. Motor vehicles which are required to have similar information affixed thereto pursuant to requirements of a regulatory agency of the state or federal government are exempt from the provisions of this subsection.

9. Contractor must correct any errors in Contractor's or any Subcontractors' Records, or Contractor's or any Subcontractors' violations of the Law, Rules, Annual Wage Order and any Wage Increase within fourteen (14) calendar days after notice from City.
 10. Contractor shall and shall require its Subcontractors to cooperate with the City and the Department of Labor and Industrial Relations in the enforcement of this Section, the Law, Rules, Annual Wage Order and any Wage Increase. Contractor shall and shall require its Subcontractors to permit City and the Department of Labor and Industrial Relations to interview any and all workers during working hours on the Project at Contractor's sole cost and expense.
 11. Contractor shall file with City, upon completion of the Project and prior to final payment therefore, affidavits from Contractor and each of its Subcontractors, stating that each has fully complied with the provisions and requirements of the Missouri Prevailing Wage Law. City shall not make final payment until the affidavits, in proper form and order, from Contractor and each of its Subcontractors, are filed by Contractor.
 12. Contractor shall forfeit as a statutory penalty to the City one hundred dollars (\$100.00) for each worker employed, for each calendar day, or portion thereof, such worker is paid less than the prevailing hourly rates for any work done under this Contract, by Contractor or by any of Contractor's Subcontractors. If Contractor or any of its Subcontractors have violated any section(s) of 290.210 to 290.340, RSMo, in the course of the execution of the Contract, City shall when making payments to the Contractor becoming due under this Contract, withhold and retain therefrom all sums and amounts due and owing as a result of any violation of sections 290.210 to 290.340, RSMo.
- B. Prevailing Wage Damages. Contractor acknowledges and agrees that, based on the experience of City, violations of the Missouri Prevailing Wage Act, whether by Contractor or its Subcontractors, commonly result in additional costs to City. Contractor agrees that additional costs to City for any particular violation are difficult to establish and include but are not limited to: costs of construction delays, additional work for City, additional interest expenses, investigations, and the cost of establishing and maintaining a special division working under the City Manager to monitor prevailing wage compliance.

1. In the event of the failure by Contractor or any of its Subcontractors to pay wages as provided in the Missouri Prevailing Wage Act, City shall be entitled to deduct from the Contract Price, and shall retain as liquidated damages, one hundred dollars (\$100.00) per day, per worker who is paid less than the prevailing hourly rate of wages, to approximate the additional costs. The sum shall be deducted, paid or owed whether or not the Contract Times have expired.
 2. City shall give written notice to Contractor setting forth the workers who have been underpaid, the amount of the statutory penalty and the amount of the liquidated damages as provided for in this Subparagraph. Contractor shall have fourteen (14) calendar days to respond, which time may be extended by City upon written request. If Contractor fails to respond within the specified time, the City's original notice shall be deemed final. If Contractor responds to City's notice, City will furnish Contractor a final decision in writing within five (5) days of completing any investigation.
- C. Excessive Unemployment.
1. Resident Laborers" means laborers who have been residents of the State of Missouri for at least thirty days and who intend to remain Missouri residents, and residents of Nonrestrictive States.
 2. "Nonrestrictive States" means states identified by the Missouri Department of Labor and Industrial Relations Division of Labor Standards that have not enacted state laws restricting Missouri laborers from working on public works projects. A list of Nonrestrictive States can be found on the Division web site at <http://www.dolir.mo.gov/lis/index.htm>.
 3. A period of Excessive Unemployment is declared when the Missouri Department of Labor and Industrial Relations Division of Labor Standards provides notice of such declaration. When in effect, notice will be provided on the Division web site at <http://www.dolir.mo.gov/lis/index.htm>. It is Contractor's obligation to determine whether a period of Excessive Unemployment is in effect when this Contract is let.
 4. Contractor agrees to follow the provisions of Section 290.560 - 290.575 RSMo and agrees that if a period of Excessive Unemployment has been declared at any point during the term of this Contract, it will employ and require all Subcontractors of whatever tier to employ only Resident Laborers for the Work to be performed under this Contract. Provided, however, Contractor may use laborers who are not Resident Laborers when Resident Laborers are not available or are incapable of performing the particular type of work involved if Contractor so certifies in writing to City and City issues a written approval. This provision does not apply to regularly employed nonresident executive, supervisory or technical employees.

Sec. 6. Minority and Women's Business Enterprises. City is committed to ensuring that minority and women's business enterprises (M/WBE) participate to the maximum extent

MASTER CONTRACT FOR PUMP REPAIR AND SERVICES

(REV. 11-19-12)

possible in the performance of City contracts. Contractor agrees to comply with all requirements of City's Minority and Women's Business Enterprise Program as enacted in City's Code Sections 3-421 through 3-469 and as hereinafter amended. Contractor shall make its good faith efforts in carrying out this policy by implementing its contractor utilization plan, which is incorporated herein as part of the Bid Form. If Contractor fails to achieve the M/WBE goals stated in its contractor utilization plan, as amended, the City will sustain damages, the exact extent of which would be difficult or impossible to ascertain or estimate at the time of execution of this contract. Therefore, in order to liquidate those damages, the monetary difference between the amount of the M/WBE goals set forth in this contractor utilization plan, as amended, and the amount actually paid to qualified MBEs and WBEs for performing a commercially useful function will be deducted from the Contractor's payments as liquidated damages. In determining the amount actually paid to qualified MBEs and WBEs, no credit will be given for the portion of participation that was not approved by the Director of City's Human Relations Division, unless the Director determines that the Contractor acted in good faith. No deduction for liquidated damages will be made when, for reasons beyond the control of the Contractor, the M/WBE participation stated in the Contractor Utilization Plan, as amended and approved by the Director, is not met.

Contractor shall comply with City's MBE/WBE Program Reporting System requirements. Contractor shall use City's Internet web based MBE/WBE Program Reporting System provided by City and protocols included in that software during the term of this Contract. Contractor shall maintain user applications to City's provided system for all applicable personnel and shall require subcontractors to maintain applications.

CONTRACTOR

I hereby certify that I have the authority to execute this document on behalf of CONTRACTOR

Contractor: FTC Equipment, LLC
By: [Signature]
Title: President
Date: 7/20/16

APPROVED AS TO FORM

[Signature] Assistant City Attorney (Date)

KANSAS CITY, MISSOURI

By: [Signature]
Title: Manager of Procurement Services
Date: 7/27/16

MASTER CONTRACT FOR PUMP REPAIR AND SERVICES

SECTION IX

I

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.

WHEREAS, in fall of 2012, the City applied for Transportation Enhancement Program funding for the Belton Nexus Trail Project; and

WHEREAS, on January 24, 2013, the City was informed that the Belton Nexus Trail project was selected for the funding in the amount of \$326,160;

WHEREAS, on March 26, 2013, Ordinance No. 2013-3900 was approved and authorized a Transportation Enhancement Program Agreement with the Missouri Department of Transportation (MoDOT) for STP 3356 (403) Belton Nexus Trail Project; and

WHEREAS, during 2013, 2014 and 2015, City staff and the project team were working through the MoDOT process for federally funded projects and acquiring easements. Final design was complete in early 2016; and

WHEREAS, the improvements associated with the project include improvements on MoDOT right-of-way. It is standard practice for MoDOT to require a Maintenance Agreement for such improvements; and

WHEREAS, staff recommends that the City of Belton authorize and approve the Missouri Highways and Transportation Commission Sidewalk and Bike Box Improvements Agreement for the STP 3356 (403) Belton Nexus Trail Project as set forth in **Exhibit A** attached hereto and made part hereof as fully as if set forth herein verbatim.

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

SECTION 1. That this ordinance authorizing and approving the Missouri Highways and Transportation Commission Sidewalk and Bike Box Improvements Agreement for the STP 3356 (403) Belton Nexus Trail Project is hereby approved for purposes described above.

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

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

READ FOR THE FIRST TIME: OCTOBER 11, 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: October 11, 2016

DIVISION: Engineering

COUNCIL: Regular Meeting Work Session Special Session

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

ISSUE/RECOMMENDATION:

City Staff (Engineering, Transportation, and Parks) has been working with MoDOT and TranSystems on STP 3356 (403) Belton Nexus Trail project since 2012. The City was awarded federal funding administered through MoDOT in the amount of \$326,160.00 for this project. Final design was complete earlier this year, and the project was advertised this summer. Bids were rejected due to the bids received being excessive; MoDOT concurred with the bid rejection. The project team plans to advertise the project this fall with hopes of completion by spring 2017.

The trail connects Memorial Park and Wallace Park (High Blue Wellness Facility) through trail, sidewalk, and bike lane improvements along Apple Valley, State Highway 58, Towne Center Drive, and Markey Parkway.

As a standard practice for constructing improvements along state right-of-way, MoDOT requires a maintenance agreement for the municipality proposing to make the improvements. The agreement is attached and is required to be completed prior to re-bidding the project.

PROPOSED CITY COUNCIL MOTION:

At the October 11, 2016 City Council Regular Session, authorize and approve the first reading of the Missouri Highways and Transportation Commission Sidewalk and Bike Box Improvements Agreement for the STP 3356 (403) Belton Nexus trail project.

BACKGROUND:

See above.

IMPACT/ANALYSIS:

N/A

STAFF RECOMMENDATION, ACTION, AND DATE:

At the October 11, 2016 City Council Regular Session, authorize and approve the first reading of the Missouri Highways and Transportation Commission Sidewalk and Bike Box Improvements Agreement for the STP 3356 (403) Belton Nexus trail project.

LIST OF REFERENCE DOCUMENTS ATTACHED:

Ordinance
Agreement

EXHIBIT A

CCO Form: MT17
Approved: 12/07 (BDG)
Revised: 01/15 (ASB)
Modified: 07/16 (ASB)

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION SIDEWALK AND BIKE BOX IMPROVEMENTS AGREEMENT

THIS AGREEMENT is made and entered into by and between the Missouri Highways and Transportation Commission (hereinafter, "Commission"), whose address is P.O. Box 270, 105 W. Capitol, Jefferson City, Missouri 65102, and the City of Belton, Missouri (hereinafter, "City"), whose address is 506 Main Street, Belton, MO 64012.

WITNESSETH:

WHEREAS, the Commission owns and operates, as part of the State Highway System, MO 58 located within the City limits in Cass County; and

WHEREAS, the City is desirous of performing certain tasks related to the installation and maintenance of sidewalk improvements within the City limits.

WHEREAS, the City is desirous of performing certain tasks related to the installation and maintenance of pavement markings to create a bike box.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained in this Agreement, the parties agree as follows:

(1) PROPOSAL: The City proposes and the Commission will allow the installation, including maintenance, of sidewalk improvements and bike box on Commission right-of-way as provided in this Agreement.

(2) LOCATION: The general location of the sidewalk and bike box improvements to be installed and maintained pursuant to this Agreement is from Sta. 182 +00.00 just east of Route Y to Town Center Dr. where the sidewalk and bike box are within MoDOT Right-of-Way. The bike box is located south of MO 58 in the northbound lane of Town Center Dr.

(3) COSTS: All costs associated with the construction of the proposed sidewalk and bike box improvements, including, but not limited to, signing, traffic signals, and traffic control during construction, will be borne entirely by the City, with no cost incurred by the Commission.

(4) PLANS: The City shall have detailed plans prepared at no cost to the Commission, which are to be submitted to the Commission's District Engineer for the Commission's review and approval. The Commission's District Engineer, in his/her

sole discretion, may require modifications to the plans prior to approving the plans.

(5) TRAFFIC CONTROL DEVICES: All pavement marking, signs, and traffic signals installed with the proposed improvements shall be in accordance with the latest revision of the *Manual on Uniform Traffic Control Devices for Streets and Highways*.

(6) RELOCATION: The City shall secure the removal, relocation or adjustment of any public or private utilities located on private easements or public right-of way, if the construction of the herein contemplated improvements so required, without cost to the Commission.

(7) INSPECTION: The City will allow inspection of the construction and maintenance activities of the herein contemplated improvements by the Commission's District Engineer, or his authorized representative, at any time and shall take no attempts to prevent said inspection. Within thirty (30) days following notice by the City to the Commission that construction is complete, the Commission will inspect the work to determine that it is acceptable. The sidewalk improvements will not be placed in operation until the Commission authorizes.

(8) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the City's wrongful or negligent performance of its obligations under this Agreement.

(B) The City will require any contractor procured by the City to work under this Agreement:

(1) To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$500,000 per claimant and \$3,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(9) OWNERSHIP AND MAINTENANCE: All improvements made pursuant to this Agreement within the state-owned right-of-way shall become the Commission's property. The City, at its sole cost and expense, is responsible for maintaining all sidewalks constructed or installed pursuant to this Agreement in fully operational, safe and aesthetically acceptable condition. All future alterations, modifications, or maintenance of the sidewalk improvements will be the responsibility of the City. Maintenance by the City will include, but is not limited to, crack repair, patching holes, removing litter, debris, trash, and leaves, and removal of snow and ice (through methods approved by the Commission). All sidewalks and the bike box constructed pursuant to this Agreement shall be maintained in a condition safe for use of the sidewalks and bike box by the general public at all times. If the City fails to maintain the sidewalks and bike box in a safe condition, the Commission may cancel this Agreement and remove the sidewalks from Commission right of way or the Commission may maintain the sidewalks at the City's cost and expense.

(10) PERMITS: Before beginning work, the City shall secure from the Commission's District Engineer a permit for the proposed improvement. The City shall comply with any additional conditions placed on the permit by the Commission.

(11) BOND: The City shall secure sufficient bond, as determined by the Commission's District Engineer or his authorized representative, for the construction of the proposed improvement on Commission right-of-way.

(12) CONSTRUCTION OF IMPROVEMENTS: All construction of the proposed improvements shall be according to the latest editions of the Missouri Highways and Transportation Commission's *Standard Specifications for Highway Construction*, Standard Plans for Highway Construction, and the Missouri Department of Transportation's *Approved Products List for Traffic Signals and Highway Lighting*.

(13) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the City and the Commission.

(14) ASSIGNMENT: The City shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(15) AUDIT OF RECORDS: The City must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records

must be available at all reasonable times at no charge to the Commission and/or its designees or representatives during the period of this Agreement and any extension thereof, and for three (3) years from the date of final payment made under this Agreement.

(16) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations or for convenience by providing the City with written notice of cancellation. Should the Commission exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the City.

(17) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the state of Missouri. The City shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(18) MISSOURI NONDISCRIMINATION CLAUSE: The City shall comply with all state and federal statutes applicable to City relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of the Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, *et seq.*); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101, *et seq.*).

(19) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(20) SECTION HEADINGS: All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

(21) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the City.

(22) NO INTEREST: By constructing and maintaining the sidewalk and bike box improvements on Commission right of way, the City gains no interest in Commission right-of-way whatsoever. The Commission shall not be obligated to keep the constructed improvements in place if the Commission, in its sole discretion, determines removal or modification of the improvements is in the best interests of the state highway system. In the event the Commission decides to remove the improvements, the City shall not be entitled to a refund of the funds expended by the City pursuant to this Agreement.

(23) AUTHORITY TO EXECUTE: The signers of this Agreement warrant

that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

(24) VOLUNTARY NATURE OF AGREEMENT: Each party to this Agreement warrants and certifies that it enters into this transaction and executes this Agreement freely and voluntarily and without being in a state of duress or under threats or coercion.

(25) ENTIRE AGREEMENT: This Agreement represents the entire understanding between the parties regarding this subject and supersedes all prior written or oral communications between the parties regarding this subject.

(26) DURATION: Unless otherwise terminated pursuant to (9) or (16), above, or through mutual agreement of the parties, this Agreement shall be in effect for a continuing duration upon execution of this Agreement.

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

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

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

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF BELTON

By _____

By _____

Title _____

Title _____

ATTEST:

ATTEST:

Secretary to the Commission

By _____

Title _____

Approved as to Form:

Approved as to Form:

Commission Counsel

Title _____

Ordinance Number: _____

SECTION XIV

A



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: October 11, 2016

DIVISION: Community & Economic Development

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

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

ISSUE:

Compass Health Network is proposing a thirty-six-unit multi-family development, with nine units set aside for persons with special needs to be located at Markey Road and Westover Road. This organization is seeking a letter of support signed by Mayor Davis to accompany their application to the Missouri Housing Development Commission (MHDC) for the low-income housing tax credit (LIHTC) program.

Compass Health Network is a non-profit health care organization that provides a full continuum of behavioral health services and support as well as primary and oral health services throughout Missouri and Louisiana.

BACKGROUND:

The Cass Pointe Apartments is proposed to be located at 501 West Markey Road, on the corner of Markey and Westover Roads. The property is on the northwest side of Belton in relatively close proximity to daily amenities and services including essential shopping, schools and health services. Compass Health offices are approximately four miles from the site.

Compass Health Network is proposing a thirty-six-unit multi-family development, called Cass Pointe Apartments, with nine units set aside for persons with special needs. The unit mix will include eight one-bedroom units, twenty-four two-bedroom units, and four three-bedroom units. The units will be restricted to households earning at or below sixty percent of the Area Median Income (AMI). Property is currently zoned C-2 and R-3, and would require re-zoning to a R-3 PUD zoning classification. If the application is accepted and finalized through MHDC, the project would still require full Planning Commission review and formal approval by the City Council for the site plan and platting.

IMPACT/ANALYSIS: N/A

STAFF RECOMMENDATION / ADDITIONAL INFORMATION:

City Council requested additional information in order to assist them in making a determination of whether to execute a letter of support or not. This project is not consistent with the City of Belton's Future Land Use Map.

LIST OF REFERENCE DOCUMENTS ATTACHED:

- Cass Pointe Apartments Development Information
- Current and Future Land Use Map for Markey Parkway



Development Information

for

Cass Pointe
Apartments

Cass Pointe Apartments Project Development Information

Compass Health is a non-profit health care organization that provides a full continuum of behavioral health services and supports as well as primary and oral health services throughout Missouri and Louisiana. Network partners include Pathways Community Health, Crider Health Center, Royal Oaks Hospital and CENLA.

A community based organization with a history that spans over 44 years, Compass Health serves 45 counties in the State of Missouri through multiple office locations. Compass Health takes a person-centered, integrated approach to care for our customers. This health care model focuses on treating the whole person and is a collaboration of care involving the individual customer, personal providers and, when appropriate, family members. Our efficient, effective services are enhanced by data and technology to ensure customers receive evidence-based care delivered in the right way, at the right time, and in the right place.

Our mission is simple: Inspire Hope. Promote Wellness. We accomplish this mission by enhancing the lives of individuals and communities by instilling hope, building and sustaining partnerships and supporting recovery.

Compass Health is a proven leader in providing comprehensive behavioral healthcare services to a wide array of customers since the mid-1970s. Today, we employ over 2,200 healthcare professionals including psychiatrists, social workers, professional counselors, advance practitioner nurses, primary care physicians, dentists, dental hygienists, case managers, housing specialists, employment specialists, and other administrative and support personnel. This team of dedicated professionals provides a full continuum of care.

Compass Health has expanded its geographic service area and program/service offerings over the years, and we have the unique advantage of progressively growing in capacity to meet the ever increasing demand for behavioral, primary and oral health needs in Missouri, as well as constantly striving to make these services more accessible.

With this application submission, Compass Health, Inc. proposes to develop 36 units of multi-family housing with nine (9) units set aside for persons with special needs. Individuals with Special Needs as defined by the Missouri Housing Development Commission includes persons who are: (a) physically, emotionally or mentally impaired or who suffer from mental illness; (b) developmentally disabled; (c) homeless, including survivors of domestic violence and sex trafficking; or (d) youth aging out of foster care.

Compass Health, as both developer/owner and lead referral agency, will offer and provide the following supportive services to special needs residents of Cass Pointe Apartments: case management services, life skills training and education, employment services, behavioral healthcare services and housing service coordination.

Project Location: The project is located at 501 West Markey Road, Belton, Missouri. The site is on the corner of Markey and Westover Roads. The property is on the northwest side of Belton in relatively close proximity to daily amenities and services including essential shopping, schools and health services. Compass Health offices are approximately four miles from the site.

Project Rents: The proposed rents must be reasonable for the population being served and appropriate for the market in which the development is located. There is a strong need for affordable rental housing in Cass County. Existing LIHTC properties in Belton and Raymore are full and have long waiting lists, and ample demand exists from low-and moderate-income households through the market area to support the project. Compass Health is committed to ensuring affordability for special needs households. The proposed rents at Cass Pointe Apartments create a market advantage as our proposed rents are below the maximum allowable LIHTC rents and offer significant discount of 21 to 29% from the estimated market rents, thus they are very affordable. Special needs households who remain rent burdened by even these very affordable rents will benefit from Compass Health administered subsidies to ensure they pay no more than 30% of their income towards rent and utilities.

Project Description: Cass Pointe Apartments will serve the community of Belton and the northern part of Cass County. We are proposing a 36 unit multi family development with nine (9) units set aside for persons with special needs. The unit mix will include 8 one-bedroom units, 24 two-bedroom units, and 4 three-bedroom units. The units will be restricted to households earning at or below 60% of AMI. As our organization has provided behavioral health services to the community for many years, we have first hand knowledge of the extreme need for safe, decent, affordable housing in general, and we are particularly aware of the need for affordable housing with supportive services. In 2015, our organization served 5,195 individuals from Cass County with 52,943 behavioral health services delivered.

Cass Pointe Apartments is designed to be eight single story buildings with 36 apartments that share a series of inner courtyards. It provides a place that encourages interaction among neighbors and promotes a sense of neighborliness. Additionally, the physical accessibility of the units promotes a greater ability to live independently in the development for many years. A community room/clubhouse onsite will encourage resident interaction and provide another place to gather. An onsite support service office will enable onsite case management for residents with special needs and a community laundry facility will facilitate the opportunity to ensure all residents of Cass Pointe Apartments have close, easy access to washers and dryers. An onsite leasing office will be included as well.

General Market Analysis: There has been and remains a significant need for safe, decent, affordable, accessible and supportive housing in the Cass County area. There are seven (7) affordable properties with a total of 397 units in Cass County at the current time. Within the past two funding cycles, no properties in the primary market area have been awarded through the LIHTC program. There remains a strong need for affordable

MULTI-FAMILY housing, and particularly developments that have units designated for the SPECIAL NEEDS population. Existing quality rental options for the target population are extremely limited and there is ample demand for affordable units from low-income households in the market area. Existing LIHTC properties in Cass County are at 100% occupancy with waiting lists. A newly leased up affordable project of 56 units located in Raymore was fully leased upon completion. There is strong demand for affordable housing units in the area as evidenced by the overall capture rate of 1.5% as determined by our recent market study.

Special items relating to MHDC evaluation criteria: When determining whether or not to proceed with developing a proposal for a LIHTC development in Belton/Cass County, Compass Health took into consideration a number of factors. One of the biggest contributing factors was that an internal survey of our staff who, for the most part were Community Support Specialists (direct care providers of case management services) emphasized the intense need for safe, decent and affordable housing throughout our service area. This survey indicated that of the staff responses, over 95% indicated there was a need for special needs housing and 94% responded they were aware of clients who were struggling to find housing. The following responses were provided by staff:

"I am new to Compass Health...however, I have worked for the State in Cass County and another community based operation and am aware of the fact that there are very little resources, especially in the way of housing assistance for Cass County. I also know that there are many who live with friends or rotate between housing because of not having a stable home plan. Cass County is an area that is in dire need for any kind of assistance that can be offered."

"Safe, decent affordable and supportive housing will allow our clients to lead more independent and responsible lives that can open the door to their happiness!"

"Every human being has the right to feel safe and human by being able to fulfill their basic needs regardless of income, race or diagnosis."

"There are some great services available, but they fill up fast. Cass (County) lacks a lot of the availability that there is in the City (Kansas City), and a lot of clients feel looked over as a whole."

"We need housing options in Cass County!"

"It is very hard to find any subsidized housing...hard to get in to. Many, many people are doubled up and there is no supportive housing either for persons with mental illness in Cass County much less low income housing in general in Belton/Raymore area."

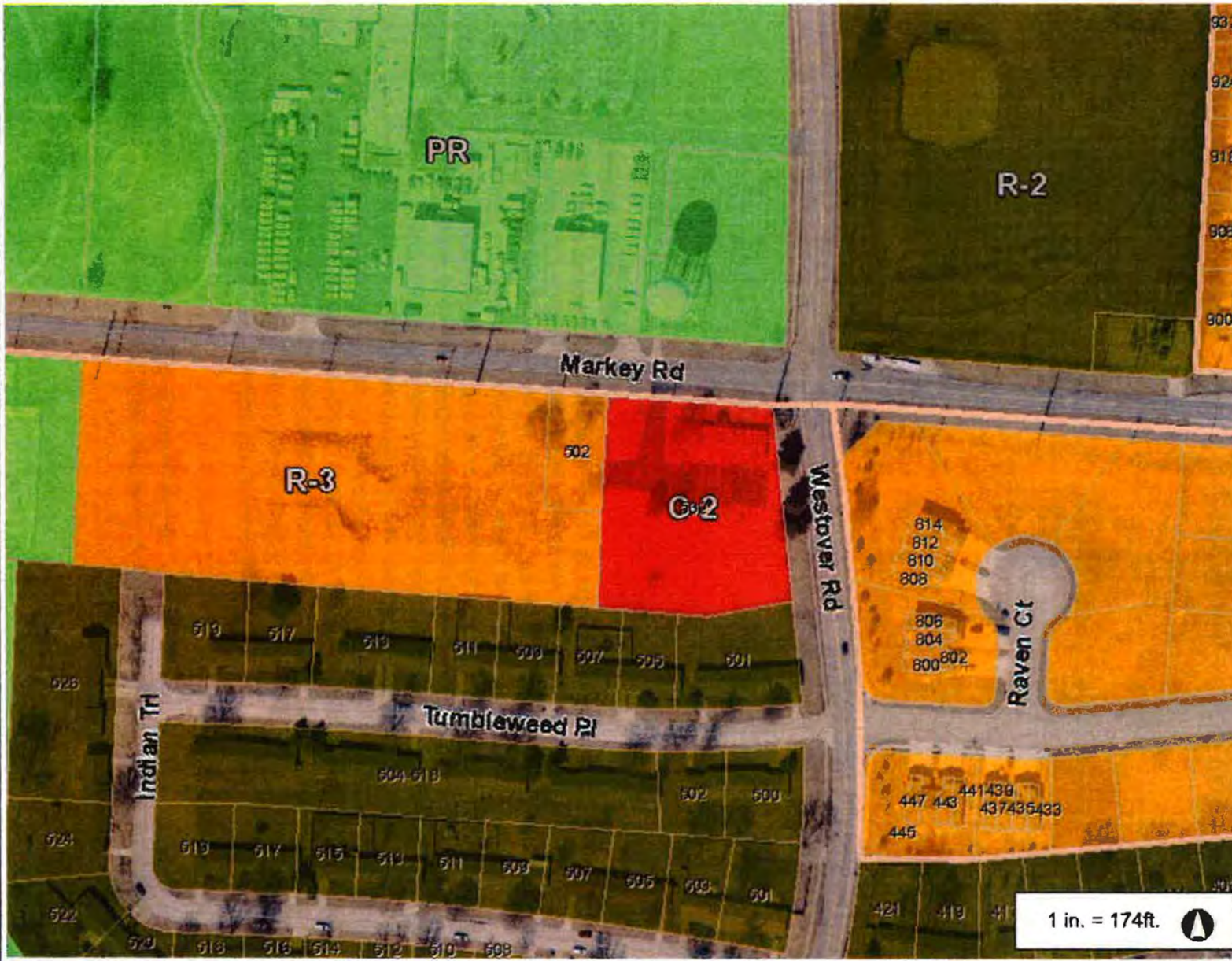
We also utilized the Winter 2016 Point in Time Count and the Department of Elementary and Secondary Education's most recent Homeless Student Count to determine the number of homeless and doubled up adults and children in Cass County.

Additionally, we considered that there had been no new affordable housing development in the area for the past two LIHTC funding cycles.

Describe what is “unique” about the proposal:

Cass Pointe Apartments development brings with it new construction of additional safe, decent, affordable, accessible and supportive housing units. Current multi-family housing stock in the community is aging. A majority of the existing stock is market rate and, due to the location of Belton to the Kansas City metropolitan area, rents are higher than in some other more rural communities in the southern part of Cass County. Additionally, the thresholds for tenancy often times eliminate the population for which Cass Pointe Apartments is being developed from eligibility (inability to get utilities in their name, poor credit histories). We have a network of case managers and partners to work with residents and potential residents to assist with these obstacles in order to enable them to access decent, affordable housing. We also offer and will provide supportive services for residents with special needs for whom nine of the units are designated. No other existing or planned housing development that we are aware of at this time addresses these needs.

Compass Health Parcels - Current Zoning



Legend

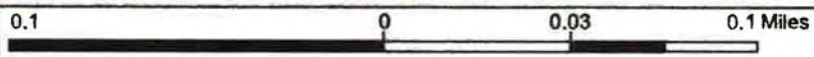
- Street
- Parcel
- Subdivision
- Parks
- Cemetery

Zoning

- A
- BP-R
- C-1
- C-2
- C-2P
- C-2PUD
- C-3
- M-1
- M-2
- PR
- PUD
- R-1
- R-1PUD
- R-1B
- R1-P
- R-2
- R-3
- R-3PUD
- R-3A
- R-3P

1.66

Notes



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