



**Agenda of the Belton City Council  
Regular Meeting  
August 28, 2018 -7:00 p.m.  
City Hall Annex  
520 Main Street, Belton, Missouri**

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

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

- A. **Motion approving the minutes of the August 14, 2018, City Council Public Hearing and Regular Meeting.**

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- V. PERSONAL APPEARANCES
  - A. Jason McDaniel, 811 Herschel – City/Community Partnership: Take Back Belton
- VI. ORDINANCES
  - A. Motion approving final reading of Bill No. 2018-55:  
**An ordinance levying and fixing the rate of tax for Municipal Purposes, for the Park Fund, and the Debt Service Fund for fiscal year 2019.**
  - B. Motion approving final reading of Bill No. 2018-56:  
**An ordinance approving a replat of the final plat of R.S. Maier Business Park Lot 6, a subdivision of land in the southeast quarter of section 2, township 46, range 33, City of Belton, Cass County, Missouri.**
  - C. Motion approving final reading of Bill No. 2018-57:  
**An ordinance amending Chapter 14 – Nuisances, Sections 14-5 and 14-10 of the Belton Code of Ordinances regarding administrative search warrant procedures and requirements along with Disposition of Nuisance Property guidelines.**

- D. Motion approving final reading of Bill No. 2018-58:  
**An ordinance readopting ordinance No. 91-2073, as amended, establishing a procedure to disclose potential conflict of interest and substantial interest for certain municipal officials.**
- E. Motion approving both readings of Bill No. 2018-59:  
**An ordinance accepting a Mid-America Regional Council (MARC) grant and approving an agreement between MARC and the City of Belton, Missouri to continue services for individuals at the Belton Senior Center.**

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- F. Motion approving both readings of Bill No. 2018-60:  
**An ordinance approving a Public Service Agreement between Oats, Inc. and the City of Belton, Missouri to provide site transportation for individuals to and from the Belton Senior Center.**

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## VII. RESOLUTIONS

- A. Motion approving Resolution R2018-41:  
**A resolution appointing members of the Belton Nature Area Advisory Board.**

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- B. Motion approving Resolution R2018-42:  
**A resolution approving Task Agreement 2018-5 with Trekk Design Group, LLC to perform design and construction services for the Hargis Lake area sanitary sewer in the amount of \$42,330.88.**

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- C. Motion approving Resolution R2018-43:  
**A resolution of the City of Belton, Missouri approving Task Agreement 2018-4 with Trekk Design Group, LLC to provide engineering design services for replacement of approximately 4,000 linear feet of water main in the amount of \$109,400.45.**

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- D. Motion approving Resolution R2018-44:  
**A resolution creating a nine member Public Safety Sales Tax Oversight Committee, defining the purpose and duties of the committee, and providing for its organization and plan of operation.**

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VIII. CITY COUNCIL LIAISON REPORTS

IX. MAYOR'S COMMUNICATIONS

X. CITY MANAGER'S REPORT

September and October 2018 meetings

- 9/4 work session – canceled
- 9/11 regular session – 7:00 p.m.
- 9/25 regular session – 7:00 p.m.
- 10/2 work session – 7:00 p.m.
- 10/9 regular session – 7:00 p.m.

XI. OTHER BUSINESS

- XII. Motion to enter Executive Session to discuss matters pertaining to preparation, including any discussion or work product, on behalf of a public governmental body or its representatives for negotiations with employee groups according to Missouri Statute 610.021.9; matters pertaining to the leasing, purchase or sale of real estate, according to Missouri Statute 610.021.2; and matters pertaining to legal actions, according to Missouri Statute 610.021.1, and that the record be closed.

XIII. ADJOURN

# SECTION IV

## A

**Minutes of the Belton City Council  
Public Hearing and Regular Meeting  
August 14, 2018  
City Hall Annex  
520 Main Street, Belton, Missouri**

Mayor Davis called the public hearing to order at 7:02 p.m.

**TAX LEVY**

A public hearing will be held at 7:00 p.m., August 14, 2018, at Belton City Hall Annex, 520 Main Street, during which citizens may be heard regarding property tax rates proposed to be set by the City of Belton. The tax rates shall be set to produce the revenues required to support the budget for the fiscal year beginning April 1, 2018 and ending March 31, 2019. The rates are based upon the current assessed valuation figures as provided by the Cass County Assessor's Office. Each tax rate is determined by dividing the amount of revenue, as authorized by the Missouri Constitution, by the current assessed valuation. This value is multiplied times 100 resulting in a tax rate expressed in cents per \$100 valuation.

Assessed Valuation (applies to calendar year 2018):  
(By Categories)

	Current Tax Year 2018	Prior Tax Year 2017
Real Estate	\$ 214,516,445	\$ 210,002,919
Personal Property	<u>53,266,751</u>	<u>46,331,633</u>
<b>Total Assessed Valuation</b>	<b><u><u>\$ 267,783,196</u></u></b>	<b><u><u>\$ 256,334,552</u></u></b>

Tax Levy (applies to City's fiscal year):

	Property Tax Revenue FY2019 Budget	Proposed Tax Rate FY2019	Prior Year Tax Rate FY2018
General Fund	\$ 1,531,000	\$ 0.5261	\$ 0.5261
Parks & Recreation	607,000	0.2341	0.2341
Debt Service	<u>2,915,000</u>	<u>1.1305</u>	<u>1.1310</u>
<b>Total</b>	<b><u><u>\$ 4,647,000</u></u></b>	<b><u><u>\$ 1.8907</u></u></b>	<b><u><u>\$ 1.8912</u></u></b>

**NOTE:** Assessed valuation figures are subject to change as determined by the Cass County Assessor. These changes, should they occur, may impact the tax rates as shown above.

Being no further input the public hearing adjourned at 7:09 p.m.

Mayor Davis called the regular meeting to order at 7:09 p.m.

Councilman Savage led the Pledge of Allegiance to the Flag.

Councilmembers present: Councilwoman Stephanie Davidson, Mayor Jeff Davis, Councilmen Tim Savage, Jeff Fletcher, Gary Lathrop, Chet Trutzel, and Dean VanWinkle.

Councilmembers absent: Councilwoman Lorrie Peek and Councilman Ryan Finn.

Staff present: Alexa Barton, City Manager; Megan McGuire, City Attorney; and Kellie Herald, Deputy City Clerk.

## CONSENT AGENDA

Councilman Trutzel moved to approve the consent agenda consisting of a motion:

- **approving the minutes of the July 24, 2018, City Council Regular Meeting**
- **approving the July 2018 Municipal Division Summary Report for Municipal Court**

Councilman Lathrop seconded. All voted in favor. Consent agenda approved.

## ORDINANCES

**Kellie Herald, Deputy City Clerk, gave the final reading of Bill No. 2018-52: An ordinance calling an election to amend the City of Belton Charter and providing for submission of the charter amendments to the qualified voters of the City for their approval at the general election called and to be held in the City on November 6, 2018.**

Presented by Councilman Trutzel, seconded by Councilman Lathrop. Vote on the final reading was recorded:

Ayes: 7 Councilwoman Davidson, Mayor Davis, Councilmen Trutzel, Fletcher, Lathrop, Savage, and VanWinkle

Noes: 0

Absent: 2 Councilwoman Peek and Councilman Finn

Bill No. 2018-52 was declared passed and in full force and effect as **Ordinance No. 2018-4454**, subject to Mayoral veto.

**Ms. Herald gave the final reading of Bill No. 2018-53: An ordinance authorizing and approving a rights-of-way agreement for communications facilities between the City of Belton, Missouri and MCImetro Access Transmission Services Corp., d/b/a Verizon Access Transmission Services for placement of various communication facilities on public right-of-way.**

Presented by Councilman Trutzel, seconded by Councilman VanWinkle. Vote on the final reading was recorded:

Ayes: 7 Councilmen VanWinkle, Trutzel, Mayor Davis, Councilmen Lathrop, Savage, Fletcher, and Councilwoman Davidson

Noes: 0

Absent: 2 Councilwoman Peek and Councilman Finn.

Bill No. 2018-53 was declared passed and in full force and effect as **Ordinance No. 2018-4455**, subject to Mayoral veto.

**Ms. Herald gave the final reading of Bill No. 2018-54: An ordinance authorizing and approving a Public Services Agreement between the City of Belton, Missouri and Downtown Main Street, Inc. to provide public services support for the Fall Festival in Belton, Missouri in September 2018.**

Presented by Councilman Savage, seconded by Councilman Trutzel. Vote on the final reading was recorded:

Ayes: 7 Councilwoman Davidson, Councilman Fletcher, Mayor Davis, Councilmen Lathrop, Trutzel, VanWinkle, and Savage

Noes: 0

Absent: 2 Councilwoman Peek and Councilman Finn.

Bill No. 2018-54 was declared passed and in full force and effect as **Ordinance No. 2018-4456** subject to Mayoral veto.

**Ms. Herald read Bill No. 2018-55: An ordinance levying and fixing the rate of tax for Municipal Purposes, for the Park Fund, and the Debt Service Fund for fiscal year 2019.**

Presented by Councilman Trutzel, seconded by Councilman Savage.

Councilman Lathrop pointed out an error on page 1 of the ordinance, section 1. The decimal should be

moved so the amount reads (\$.5261). Sheila Ernzen, Finance Director, agreed.

**Councilman VanWinkle moved to amend Bill No. 2018-55 by moving the decimal so the amount reads \$.5261.** Councilman Trutzel seconded. All present voted in favor of the amendment. Councilwoman Peek and Councilman Finn absent.

Vote on the first reading was recorded with all present voting in favor. Councilwoman Peek and Councilman Finn absent. First reading passed.

**Ms. Herald read Bill No. 2018-56: An ordinance approving a replat of the final plat of R.S. Maier Business Park Lot 6, a subdivision of land in the southeast quarter of section 2, township 46, range 33, City of Belton, Cass County, Missouri.**

Presented by Councilman Savage, seconded by Councilman VanWinkle.

Vote on the first reading was recorded with all present voting in favor. Councilwoman Peek and Councilman Finn absent. First reading passed.

**Ms. Herald read Bill No. 2018-57: An ordinance amending Chapter 14 – Nuisances, Sections 14-5 and 14-10 of the Belton Code of Ordinances regarding administrative search warrant procedures and requirements along with Disposition of Nuisance Property guidelines.**

Presented by Councilman Trutzel, seconded by Councilman Lathrop.

Mayor Davis asked if this information could be put on the City's Facebook page. Megan McGuire, City Attorney, said it will be on the City's website. Alexa Barton, City Manager, said she'll make sure the Mayor has a link to it for his personal Facebook page.

Vote on the first reading was recorded with all present voting in favor. Councilwoman Peek and Councilman Finn absent. First reading passed.

**Ms. Herald read Bill No. 2018-58: An ordinance readopting ordinance No. 91-2073, as amended, establishing a procedure to disclose potential conflict of interest and substantial interest for certain municipal officials.**

Presented by Councilman Trutzel, seconded by Councilman Savage.

Vote on the first reading was recorded with all present voting in favor. Councilwoman Peek and Councilman Finn absent. First reading passed.

## **CITY COUNCIL LIAISON REPORTS**

Councilwoman Davidson gave a Park report

- Oktoberfest is September 29, 2018 at Memorial Park
- Fall Festival is September 7-8, 2018 on Main Street
- Doggie Dip Day is September 8, 2018 from 9-11 a.m. at the outdoor pool

## **MAYOR'S COMMUNICATIONS**

- The cantaloupes from Mr. Powell are big. The farmer's market is on Thursdays.

## **CITY MANAGER'S REPORT**

- Please let Ms. Barton know if you will be here for the September 4 work session. At this time, there are no agenda items.
- Kellie Herald's last day is tomorrow. She is going back to school.

### August & September 2018 meetings

8/28 regular session – 7:00 p.m.  
9/4 work session – 7:00 p.m.  
9/11 regular session – 7:00 p.m.  
9/25 regular session – 7:00 p.m.

**OTHER BUSINESS**

Police Chief James Person said he was just informed by the Missouri Police Chief's Charitable Foundation the Belton Police Department was awarded two grants for an automated license plate reader and 10 Rapid ID systems. The Rapid ID system allows officers in the field to check fingerprints instead of having to take someone into the station. The only cost to the City is the annual maintenance. Unfortunately, the documents are required to be returned by August 24, 2018, which is before our next City Council meeting. Neither grant requires legislative action, but we want to make sure the City Council is aware. The City Manager and Police Chief will be signing the paperwork.

Councilman Trutzel asked how long the license plate information is kept on-file. Chief Person said it is stored according to state law and Lexipol's model policy.

Councilman VanWinkle made a motion to accept both grants, seconded by Councilman Lathrop.

Vote on the motion was recorded with all present voting in favor. Councilwoman Peek and Councilman Finn absent. Motion passed.

At 7:30 p.m. Councilman VanWinkle moved to enter Executive Session to discuss matters pertaining to preparation, including any discussion or work product, on behalf of a public governmental body or its representatives for negotiations with employee groups according to Missouri Statute 610.021.9 and that the record be closed. Councilman Lathrop seconded. The following vote was recorded:

Ayes: 7 Councilman Trutzel, Mayor Davis, Councilmen Fletcher, Lathrop, VanWinkle, Councilwoman Davidson, and Councilman Savage.

Noes: 0

Absent: 2 Councilwoman Peek and Councilman Finn.

The Council returned from Executive Session at 9:02 p.m.

Being no further business, Councilman Lathrop moved to adjourn at 9:02 p.m. Councilman Trutzel seconded. All present voted in favor. Councilwoman Peek and Councilman Finn absent. Meeting adjourned.



FOR Kellie Herald

Kellie Herald, Deputy City Clerk

Jeff Davis, Mayor



# SECTION VI

## E

**AN ORDINANCE ACCEPTING A MID-AMERICA REGIONAL COUNCIL (MARC) GRANT AND APPROVING AN AGREEMENT BETWEEN MARC AND THE CITY OF BELTON, MISSOURI TO CONTINUE SERVICES FOR INDIVIDUALS AT THE BELTON SENIOR CENTER.**

**WHEREAS**, Mid-America Regional Council (MARC) is a nonprofit association of 119 cities, 9 counties and the metropolitan planning organization for the bi-state Kansas City region providing assistance in transportation, healthy environments, healthy communities, early learning, safety and security, and local government services; and

**WHEREAS**, the City of Belton has received partial funding via a grant administered through MARC to provide meals and educational programs for area seniors since 2011; and

**WHEREAS**, the City of Belton applied to MARC for a grant to continue supporting and enhance the services at the Belton Senior Center including community center services, site transportation and home delivered meal services at the Rural Gold Level in the amount of twenty-eight thousand (\$28,000.00) dollars for the period of July 1, 2018 to June 30, 2019; and

**WHEREAS**, continued monetary support will allow the Belton Senior Center to continue providing much needed social interaction for seniors as well as meals, educational programming and enhance the quality of life for seniors in Cass County, including Belton, Raymore and Peculiar; and

**WHEREAS**, the City has determined that it is in the best interest of the City to partner with MARC to provide enhanced services and support for senior citizens in our community.

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

**Section 1.** That the Agreement – Contract #19-2961001-CB for Community Center Services including Rural Gold Level Community Center Services, Site Transportation-Persons, and Home-Delivered Meal Delivery, herein attached and incorporated in this Ordinance as **Exhibit A** is hereby approved.

**Section 2.** That the Mayor is authorized and directed to execute the 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 parts of ordinances in conflict with this ordinance are hereby repealed.

READ FOR THE FIRST TIME: August 28, 2018

READ FOR THE SECOND TIME AND PASSED: August 28, 2018

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

Approved this 28<sup>th</sup> day of August, 2018

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

ATTEST:

\_\_\_\_\_  
Andrea Cunningham, City Clerk  
City of Belton, Missouri

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

I, Andrea Cunningham, 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 28<sup>th</sup> day of August, 2018, and thereafter adopted as Ordinance No. 2018-\_\_\_\_ of the City of Belton, Missouri, at a regular meeting of the City Council held on the 28<sup>th</sup> day of August, 2018, after the second reading thereof by the following vote, to-wit:

AYES:           COUNCILMEN:

NOES:           COUNCILMEN:

ABSENT:         COUNCILMEN:

\_\_\_\_\_  
Andrea Cunningham, City Clerk  
Of the City of Belton, Missouri

AGREEMENT WITH MID-AMERICA REGIONAL COUNCIL  
ON  
BELTON SENIOR CENTER SERVICES

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**AGREEMENT**  
**Contract #19-2961001-CB**

This Agreement, entered into as of this First day of July, 2018, by and between the City of Belton, Missouri (hereinafter referred to as Contractor) and Mid-America Regional Council (hereinafter referred to as MARC), with offices located at 600 Broadway, Suite 200, Kansas City, Missouri, **WITNESSETH THAT:**

**WHEREAS, MARC** wishes to make available certain services to elderly residents within a service area hereafter described, and

**WHEREAS,** the Contractor warrants that it is capable of providing the services hereafter described, and

**WHEREAS,** the Contractor desires to assist MARC in this endeavor.

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

**1. Services of Contractor:** MARC hereby agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.

**2. Time of Performance:** The services of the Contractor are to commence on July 1, 2018, and shall be completed by June 30, 2019, unless this Agreement is terminated earlier by MARC.

**3. Scope and Location of Services:** The Contractor shall do, perform, and carry out in a satisfactory and proper manner, as determined by MARC, the services of Community Center Services, which includes the following three components:

- (a) Community Center Services, Rural Gold Level
- (b) Site Transportation-Persons
- (c) Home-Delivered Meal Delivery

All three components are defined in Part III of the MARC/Commission on Aging Policies and Procedures Manual, (hereinafter referred to as the Manual), including all revisions to the Manual as it may be revised from time to time following the execution of this Agreement. The above-mentioned Part III's of the Manual are incorporated by reference hereto as if fully written out herein. The services shall be carried out at the Belton Senior Center, 609 Minnie Avenue, Belton, Missouri. Contractor agrees to abide by all applicable provisions of the Manual.

**4. Project Manager:** It is understood and agreed that Contractor shall name a Project Manager who will represent the Contractor in the performance of this Agreement, and shall notify MARC of his/her identity within thirty (30) days of the beginning of the contract period. Any subsequent change shall be submitted to MARC within two (2) weeks of the change.

**5. Compensation:** Contractor and MARC expressly understand and agree that in no event will the total compensation paid under this agreement exceed the amounts listed in Appendix 6,

which shall constitute full and complete compensation for Contractor's services hereunder. In order to be eligible for the full value of the Rural Gold Level of Twenty-eight Thousand (\$28,000.00), Contractor must adhere to and comply with "Services Requested – Community Center Services," beginning on page 5, of the SFY 2019 Community Center Services RFP document. Contractor shall be held fiscally responsible for noncompliance resulting in losses of perishable goods, and/or excessive trip/wait time as determined by MARC.

**6. Certifications Regarding Federal Terms and Conditions:** This Agreement shall be subject to all applicable Federal Terms and conditions provided in Appendix 3, attached hereto.

**7. E-Verify:** Contractor shall be responsible for ensuring compliance with the Immigration Reform Act of 1986 and laws regulating immigration and the verification of eligibility for employment of persons. All Contractors and sub-contractors with contract amounts in excess of \$5,000 on public projects in Missouri are required to verify the employment eligibility status of employees through the E-verify federal program administered by the Department of Homeland Security, U.S. Citizenship and Immigration Services. Compliance with any such requirements is required under this Agreement and any subcontracts permitted hereunder. Subject to and without waiving its rights of sovereign immunity and to the extent permitted by Missouri, Contractor shall indemnify, defend and hold harmless MARC against any expense incurred including imposition of fines which results from violation of such laws. Contractor affirmatively states that it is not knowingly in violation of R.S. Mo. 285.530.1 and shall not henceforth be in such violation. Contractor further agrees to execute a sworn affidavit, under the penalty of perjury attesting to the fact that the Contractor's employees are lawfully present in the United States. Failure of Contractor to comply with this requirement shall be grounds for termination for default.

**8. Incorporation of Appendices:** Appendices 1, 2, 3, 4 and 5 are attached hereto and are hereby incorporated by reference as though fully set out and rewritten herein.

**IN WITNESS WHEREOF, MARC and the Contractor have executed this Agreement as of the date first written above. Contractor also acknowledges receipt of one copy of the Manual.**

For City of Belton, Missouri

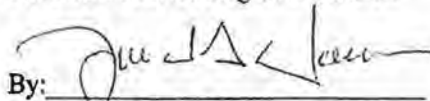
By: \_\_\_\_\_

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Typed Title

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

For Mid-America Regional Council

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

David A. Warm  
Executive Director

Date: 8/24/18

**APPENDIX 1**  
**GENERAL PROVISIONS**  
**Community Center Services**  
**(City of Belton)**

1. **Personnel and Equipment:** The Contractor represents that it has, or will secure at its own expense, all personnel and equipment required in performing the services under this Agreement. No individual person shall be an employee of MARC. All personnel engaged in the work shall be fully qualified. The Contractor further agrees to comply with applicable standards for this service that are or may be specified by the Missouri Department of Health and Senior Services or other State of Missouri agencies.
2. **Conflict of Interest:** The Contractor covenants that it presently has no interest and shall not acquire any interest, directly or indirectly, which would conflict or give the appearance of conflict in any manner or degree with the performance of services that are required to be performed under this Agreement. The Contractor further covenants that, in the performance of this agreement, no person having any such interest shall be employed. The only exception to this is if a subcontracting agreement is approved by MARC in writing as required by Part II, Section 4.9 of the MARC/Commission on Aging Policies and Procedures Manual, including all revisions to that manual as it may be revised from time-to-time following the execution of this Agreement.
3. **Interest of Members of MARC and Others:** No officer, member, or employee of MARC and no member of its governing body, and no other public official of the governing body of the locality or localities in which the project is situated or being carried out who exercises any functions or responsibilities in the review or approval of this project, shall participate in any decision relating to this Agreement which affects his or her personal interest or have any personal or pecuniary interest, direct or indirect, in this agreement or the proceeds thereof.
4. **Officials Not to Benefit:** No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom.
5. **Reprogramming of Funds:** MARC reserves the right to unilaterally and in its discretion decrease the Scope of Services and corresponding compensation to be paid hereunder as a result of a decrease in available funds from the Missouri Department of Health and Senior Services, the Missouri Department of Transportation or other such program changes as may be in the best interest of MARC.

It is further understood and agreed that, in the event that Contractor's rate of progress on this contract is leading to under-spending due to inability to provide services at planned levels, MARC may unilaterally and in its discretion decrease the total compensation and reimbursement to be paid hereunder in order to allocate funds to other contracts and services.

6. **Monitoring, Auditing and Reporting:** Please refer to Part II, Section 6 of the MARC/Commission on Aging Policies and Procedures Manual, including all revisions to that manual as it may be revised from time-to-time following the execution of this Agreement, for details regarding audits and monitoring.

It is expressly understood and agreed that the report procedures established by MARC may include, but not be limited to, the names and addresses of individuals receiving services under the terms of this contract, with the understanding that no personal information obtained from any individual will be disclosed by MARC in a form which allows identification of the individual,

without the written consent of the individual. Refer to Part II, Section 3 of the MARC/Commission on Aging Policies and Procedures Manual, including all revisions to that manual as it may be revised from time-to-time following the execution of this Agreement, for details regarding confidentiality.

It is further understood and agreed that the report procedures established by MARC may also include identifying the actual costs incurred per unit of service, including both MARC costs and Contractor contributions.

The Contractor agrees to provide MARC in a timely manner with statistical and other information that may be required to meet the planning and coordination requirements of the Older Americans Act, as amended.

7. **Changes:** MARC may, from time to time, unilaterally and in its discretion require changes in the Scope of Services to be performed. Such changes, including any increase or decrease in the amount of the Contractor's compensation, shall be incorporated in written amendments to this Agreement, signed by both parties.
8. **Participant Input:** The Contractor shall, with the assistance of MARC, develop a procedure for providing elderly service recipients with an opportunity to assess and evaluate the program. This assessment shall be performed periodically during the contract term by the site council or advisory committee/board.
9. **Grievance Policy:** At the time a client intake form is signed by a client, a written complaint procedure must be provided to the client by the Contractor, or Subcontractor. The grievance procedures and policy shall, at a minimum, meet the standard content prescribed in the MARC grievances policy contained in the MARC/Commission on Aging Policies and Procedures Manual, including all revisions to that manual as it may be revised from time-to-time following the execution of this Agreement.
10. **Termination of Agreement for Cause:** If the Contractor shall, in the opinion of MARC, fail to perform in a timely and proper manner its obligations under this Agreement or if the Contractor shall violate any of the covenants, agreements or stipulations of this Agreement, MARC shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof. The date of notice shall be at least five (5) days before the effective date of such termination. Although Contractor will ordinarily be entitled to five days notice, MARC reserves the right to immediately terminate the Agreement and preclude the Contractor from performing any further services if MARC believes that the Contractor could cause harm to either MARC or to the recipients of Contractor's services by continuing to provide services during the five day notice.

Notwithstanding the above, the Contractor shall not be relieved of liability to MARC by virtue of any breach of the Agreement by the Contractor, and MARC may withhold any payments to the Contractor for the purpose of setoff. See paragraph 12. If MARC has a reasonable belief that Contractor has been overpaid, or if MARC has a reasonable belief that MARC will incur expenses or suffer damages through the termination of this Agreement, MARC may withhold amounts which it reasonably believes will compensate MARC for known or anticipated expenses or damages. If MARC withholds funds as payment for known or anticipated expenses or damages, any excess amount which MARC withholds will be released to Contractor within thirty (30) days after MARC learns that the amount which it has withheld is in excess of the amount necessary to compensate for expense and/or damages incurred by MARC.



11. **Cancellation for Convenience of Either Party:** Either MARC or Contractor may cancel this Agreement at any time by giving prior written notice to either party of such cancellation and specifying the effective date of such cancellation. If the Agreement is canceled by MARC or Contractor, as provided herein, the Contractor will be paid for work satisfactorily completed. The date of notice shall be at least ten (10) days before the effective date of such termination. MARC's obligation to pay Contractor for work that has been completed is subject to MARC's rights to withhold amounts due pursuant to paragraph numbers 10 and 12 of this Agreement.
12. **Liquidated Damages:** In the event that Contractor or Subcontractor approved by MARC fails to perform as agreed in any respect, Contractor or Subcontractor shall be liable to MARC for any and all additional costs that may be incurred by MARC in securing another contractor to complete the performance, as liquidated damages and not as a penalty. The delivery of Senior Center programs will be impaired or halted in the event Contractor fails to perform. MARC may withhold any payments due to the Contractor for the purpose of setoff. If MARC has a reasonable belief that Contractor has been overpaid, or if MARC has a reasonable belief that MARC will incur expenses or suffer damages through the termination of this Agreement, MARC may withhold amounts which it reasonably believes will compensate MARC for known or anticipated expenses or damages. If MARC withholds funds as payment for known or anticipated expenses or damages, any excess amount which MARC withholds will be released to Contractor within thirty (30) days after MARC learns that the amount which it has withheld is in excess of the amount necessary to compensate for expense and/or damages incurred by MARC.
13. **Disputes:** If the Contractor disputes MARC's interpretation of this contract, the Contractor shall first attempt to resolve the dispute through the following steps before filing suit in court:
  - A. The Contractor shall submit a letter to MARC, specifying the nature of the dispute and asking for resolution of the dispute.
  - B. The Executive Director of MARC will meet with the Contractor to resolve the dispute. The Executive Director of MARC will document the resolution in a letter to the Project Manager.
  - C. If the Contractor is unsatisfied with the resolution of the dispute decided by the MARC Executive Director, the Contractor may appeal the Executive Director's decision in writing to the MARC Budget and Personnel Committee.
  - D. The MARC Budget and Personnel Committee will consider the appeal at its next scheduled meeting. The Committee will rule on the dispute in one of three ways:
    - (1) Remand the dispute to the Executive Director for reconsideration within a specified period of time; or
    - (2) Overrule the Executive Director's decision, in favor of another decision; or
    - (3) Concur with the Executive Director's decision.

The decision of the MARC Budget and Personnel Committee is final.

14. **Subcontracting:** None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of MARC. Refer to Part II, Section 4.9 of the

MARC/Commission on Aging Policies and Procedures Manual, including all revisions to that manual as it may be revised from time-to-time following the execution of this Agreement, for further details.

15. **Equal Opportunity and Affirmative Action:** Contractor shall comply with Equal Opportunity and Affirmative Action requirements as specified in Part I, Section 5.14 of the MARC/Commission on Aging Policies and Procedures Manual, including all revisions to that manual as it may be revised from time-to-time following the execution of this Agreement.
16. **Compliance with Service Standards and Required Procedures:** Contractor shall perform the services set forth in this Agreement in compliance with applicable standards and procedures specified in Appendix 4 - Senior Center Assurances, and Part III of the MARC/Commission on Aging Policies and Procedures Manual, including all revisions to that manual as it may be revised from time-to-time following the execution of this Agreement, pertaining to Senior Center Administration. Contractor also agrees to comply with applicable standards for these services which have been promulgated by the Missouri Department of Health and Senior Services or other State of Missouri agencies or which are promulgated by them during the contract period. The Missouri Code of State Regulations and the Missouri Register are incorporated into this contract by reference as if fully set out herein. Contractor also agrees to comply with the MARC/Commission on Aging Policies and Procedures Manual, including all revisions to that manual as it may be revised from time-to-time following the execution of this Agreement, which is incorporated by reference.
17. **Drug-Free Workplace:** Contractor agrees to comply with the requirements of the Drug-Free Workplace Act of 1988, P.L. 100-690, Section 5151 through 5160. See Part I, Section 5.8 of the MARC/Commission on Aging Policies and Procedures Manual, including all revisions to that manual as it may be revised from time-to-time following the execution of this Agreement, for details.
18. **Findings Confidential:** Any reports, information, data, or other materials given to or prepared or assembled by the contractor under this Agreement shall not be made available to any individual or organization by the contractor without prior written approval of MARC.
19. **Identification of Documents:** All reports, maps, and other documents completed as part of this Agreement, other than documents exclusively for internal use within MARC, shall carry the following statement on the front cover or a title page containing the name of MARC:

**THE PREPARATION OF THIS (Report, Document, etc.) WAS FINANCED IN PART THROUGH A FEDERAL GRANT TO THE MID-AMERICA REGIONAL COUNCIL, DEPARTMENT OF AGING SERVICES, THROUGH THE MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES, DIVISION OF SENIOR AND DISABILITY SERVICES, UNDER THE PROVISION OF TITLE III, OLDER AMERICANS ACT OF 1965, AS AMENDED.**

20. **Non-Discriminatory Policy Statement:** All reports, maps, and other documents completed as part of this Agreement, other than documents exclusively for internal use within MARC, shall carry the following statement:

**IT IS THE POLICY OF MARC AND ITS FEDERAL FUNDING AGENCIES NOT TO DISCRIMINATE IN EMPLOYMENT OR PROGRAM SERVICES FOR**

**REASONS OF RACE, COLOR, SEX, AGE, RELIGION, NATIONAL ORIGIN,  
PROTECTED DISABILITY, OR VIETNAM ERA VETERANS STATUS.**

21. **Licenses and Permits:** Contractor shall maintain, in its own corporate name, all required licenses, permits, bonds, and insurance required for carrying out the services as designated in Paragraph 3 of the Agreement page. Refer to Part II, Section 2 of the MARC/Commission on Aging Policies and Procedures Manual, including all revisions to that manual as it may be revised from time-to-time following the execution of this Agreement, for details.
22. **Insurance:** Refer to Part II, Section 8 of the MARC/Commission on Aging Policies and Procedures Manual, including all revisions to that manual as it may be revised from time-to-time following the execution of this Agreement, for details.
23. **Assignability:** The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of MARC thereto, provided, however, that claims for money due or to become due to the Contractor from MARC under this Agreement may be assigned to a bank, trust company or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to MARC.
24. **Disaster Assistance:** In the event that elderly individuals are endangered by the occurrence of a tornado, fire, flood, severe temperature extremes or other disaster-related situation, the Contractor shall cooperate with requests for assistance from MARC on behalf of the elderly individuals.
25. **Inclement Weather Policy:** The Contractor shall cooperate to the fullest extent possible with local public safety officials during periods of inclement weather. Congregate facilities will adhere to the standards of the local school district to determine if services/facilities will be open. Transportation providers will abide by the local public safety standards and ordinances relating to vehicular operations. Contractor shall take appropriate measures to prevent clients' exposure to unnecessary risks during periods of inclement weather when normal operations have been curtailed.
26. **Attendance at MARC Meetings:** The Contractor shall, upon request of the MARC Department of Aging, attend any committee, task force, or special meetings relating to the project. The cost incurred by the Contractor for attending mandatory meetings shall be deemed part of the cost of doing business.
27. **Development of Community-Based Care System:** The Contractor shall cooperate with the MARC Department of Aging in its development and implementation of a comprehensive and coordinated community-based care system. The Contractor shall assist clients in taking advantage of benefits under other community programs. Refer to Part I, Section 3 of the MARC/Commission on Aging Policies and Procedures Manual, including all revisions to that manual as it may be revised from time-to-time following the execution of this Agreement, for more information.
28. **Federal/State Regulation Conformance:** The Contractor is bound by the same terms and conditions of applicable federal/state regulations as are imposed on MARC for proper administration of this project.

29. **Governing Law:** This Agreement shall be interpreted under and governed by the laws of the State of Missouri.
30. **Copyright:** No reports, maps, other documents or products produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of Contractor.
31. **Indemnification Agreement:** Subject to and without waiving its rights of sovereign immunity, the Contractor hereby expressly agrees and covenants that it will hold and save harmless and indemnify MARC, its officers, agents, servants, and employees from liability of any nature or kind, in connection with the work to be performed hereunder, arising out of any act or omission of the Contractor, or of any employee or agent of the Contractor or associated with them including any persons, firms or corporations engaged by the Contractor to perform any work required by or in connection with the work required by this Agreement.
32. **Documentation of Expenses:** Contractor shall maintain full and complete documentation of all expenses associated with performing the scope of work under this contract. Expense documentation shall include: timesheets for each employee showing time spent on services for MARC clients; receipts for any supplies purchased for use in this contract; any applicable subcontract expenditures; all applicable overhead and indirect expenditures; and such other documentation necessary to substantiate overall costs of delivering the contracted service (including Contractor contributions as well as amounts reimbursed by MARC).
33. **Services for Low-Income Minority Elderly:** Contractor shall demonstrate efforts to meet the service needs of low-income minority individuals at least in proportion to the number of low-income minority older persons among the elderly population of the area(s) contracted to be served by the provider. Service units shall be documented and reported on regular basis. Outreach efforts shall be documented and reported on the "Quarterly Service Narrative Report" form. A statistical profile of low-income minority elderly population in MARC's service areas is provided in Appendix 2. Contractor shall utilize the data provided in Appendix 2 to plan its delivery of services to the low-income minority elderly.
34. **Contributions and Project Income:** Refer to Part II, Section 1 of the MARC/Commission on Aging Policies and Procedures Manual, including all revisions to that manual as it may be revised from time-to-time following the execution of this Agreement, for details.
35. **Service Priorities:** Contractor shall give priority for service to those older people with the greatest social and economic need. Where the nature of the service allows, Contractor shall make special efforts to serve the moderately impaired, isolated and/or homebound elderly on a priority basis.
36. **Reporting Imminent Danger to Service Recipients:** With the consent of the older person, or his or her representative, the contractor shall bring to the attention of appropriate officials for follow-up, conditions or circumstances which place the older person, or the household of the older person, in imminent danger. Appropriate staff will be trained on methods and procedures for referring clients to the Elderly Abuse and Neglect Hotline.
37. **Resources Development:** The Contractor shall investigate other agencies and resources providing services to the elderly and shall coordinate its own services to minimize overlap and duplication.

38. **Method of Payment:** Refer to Part II, Section 7 of the MARC/Commission on Aging Policies and Procedures Manual, including all revisions to that manual as it may be revised from time-to-time following the execution of this Agreement, for details.
39. **Contractor Cooperation:** Contractor shall cooperate with MARC to ensure an orderly transition to a different service provider if circumstances dictate a change. Client lists, addresses, and other related information shall be made available to the new provider when so requested by MARC.
40. **Bankruptcy:** The Contractor shall within twenty-four (24) hours notify MARC upon filing for any bankruptcy or involuntary proceedings by or against the Contractor, whether voluntary or involuntary or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, MARC reserves the right at its sole discretion to either cancel the contract or affirm the contract and to hold the Contractor responsible for damages.
41. **Purchase of Equipment:** The Contractor shall not purchase any equipment costing over One Thousand Dollars (\$1,000.00) with funds provided under this Agreement without prior written approval of MARC. Any equipment purchased shall remain the property of MARC. MARC reserves the right to transfer such property to the office of MARC, other contractors, or other designated parties at its discretion.
42. **Employee Disqualification List:** Each contractor shall not allow any person to work or volunteer in a MARC-funded service who was terminated from employment due to abuse or neglect to patients, residents or clients and/or has been arrested and/or convicted of abuse, neglect or exploitation of an elderly person. All employees and volunteers having direct contact with vulnerable older persons shall be checked against the Employee Disqualification List (EDL) by the contractor. See Part II, Section 2.7 of the MARC/Commission on Aging Policies and Procedures Manual, including all revisions to that manual as it may be revised from time-to-time following the execution of this Agreement, for more information.
43. **Criminal Background Checks:** All contractors providing in-home services such as: adult day care services, homemaker/personal care, care partners, health related services for residents of congregate housing, minor home maintenance, and site-transportation meals, shall screen for criminal background history of all applicants for full-time, part-time or temporary employment for a position that provides direct services to clients. This includes volunteers. See Part II, Section 2.8 of the MARC/Commission on Aging Policies and Procedures Manual, including all revisions to that manual as it may be revised from time-to-time following the execution of this Agreement, for more information.
44. **Clean Air Act/Clean Water Act/EPA Regulations:** Contractors that receive in excess of \$100,000 are required to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).
44. **Trafficking Victims Protection Act:** Contractor shall comply with trafficking Victims Protection Act of 2000 (22 U.S.C. 7104), as amended. This law applies to any private entity. A private entity includes any entity other than a State, local government, Indian tribe, or foreign public entity, as defined in 2 CFR 175.25. The sub-recipient and sub-recipients' employees may not:

- Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
  - Procure a commercial sex act during the period of time that the award is in effect; or
  - Use forced labor in the performance of the award or sub-awards under the award.
  - Contractor must include the requirements of this paragraph in any sub-award made to a private entity.
45. **Rights to Inventions:** Contractor shall comply with 37 CFR part 401m “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contract and Cooperative Agreements,” and any implementing regulations, as applicable.
46. **United States v. Windsor, 133 S.Ct. 2675 (June 26, 2017); section 3 of the Defense of Marriage Act, codified at 1 USC § 7:** Contractors are expected to recognize any same-sex marriage legally entered into in a U.S. jurisdiction that recognizes their marriage, including one of the 50 states, the District of Columbia, or a U.S. territory, or in a foreign country so long as that marriage would also be recognized by a U.S. jurisdiction. This applies regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. However, this does not apply to registered domestic partnerships, civil unions or similar formal relationships recognized under the law of the jurisdiction of celebration as something other than a marriage. Accordingly, recipients must review and revise, as needed, any policies and procedures which interpret or apply Federal statutory or regulatory references to such terms as “marriage,” “spouse,” “family,” “household member” or similar references to familial relationships to reflect inclusion of same-sex spouse and marriages. Any similar familial terminology references in HHS statutes, regulations, or policy transmittals will be interpreted to include same-sex spouses and marriages legally entered into as described herein.

<b>APPENDIX 2 LOW-INCOME MINORITY ELDERLY</b>			
<b>SERVICE AREA</b>	<b>TOTAL 60+ POPULATION</b>	<b>NUMBER OF MINORITIES AGED 60+</b>	<b>PERCENTAGE OF MINORITIES TO TOTAL 60+ POPULATION</b>
<b>Ray County</b>	5,628	108	1.9%
<b>Urban Platte County</b>	11,783	1,265	10.7%
<b>Urban Clay County</b>	31,874	3,194	10.0%
<b>Cass County</b>	20,711	1,126	5.4%
<b>Jackson County</b>	130,176	30,196	23.2%
<b>Rural Clay &amp; Platte Combined</b>	14,401	625	4.3%

The Older Americans Act, Missouri Division of Senior Services regulations, and the general provisions of this contract require that priority for services be given to those in the greatest social and economic need, with special consideration given to low-income minority elderly. The regulations further state that the low-income minority elderly should be served in proportion to their existence in the population. The above information, taken from the US Census Bureau, 2015 ACS 5-Year, provides core information regarding this population that is potentially eligible for services (persons aged 60 and above, and minorities over the age of 60).

During this contract year MARC will be evaluating our service delivery structure and our compliance with the directive to serve those in the greatest need. The information in the above table will be used to judge the level of commitment and compliance with the directive to serve the low-income minority elderly. In combination with other information, we will also be evaluating the mix of services provided, and the collective effectiveness in meeting the needs of the target populations.

The available census data does not include the cross-tabulations for race, income, or age. This appendix will be revised when that information is released.

**APPENDIX 3**  
**CERTIFICATIONS REGARDING FEDERAL TERMS AND CONDITIONS**

To the extent that this contract involves the use, in whole or in part, federal funds, the signature of the Contractor's authorized representative on the contract signature page indicates compliance with the following certifications.

**SUSPENSION AND DEBARMENT**

The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any Federal department or agency pursuant to 2 CFR Part 180.

The Contractor shall include these certification requirements regarding debarment, suspension, ineligibility, and voluntary exclusion in all lower tier covered transactions.

If the Contractor enters into a covered transaction with another person at the next lower tier, the Contractor must verify that the person with whom it intends to do business is not excluded or disqualified by checking the System of Award Management (SAM) <https://www.sam.gov>; or collecting a certification from that person; or adding a clause or condition to the covered transaction with that person.

**CERTIFICATION REGARDING LOBBYING**

The Contractor certifies that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

The Contractor certifies that no funds under this contract shall be used to pay for any activity to support or defeat the enactment of legislation before the Congress, or any State or local legislature or legislative body. The Contractor shall not use any funds under this contract to pay for any activity to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government.



The Contractor certifies that no funds under this contract shall be used to pay the salary or expenses of the Contractor, or an agent acting for the Contractor who engages in any activity designed to influence the enactment of legislation or appropriations proposed or pending before the Congress, or any State, local legislature or legislative body, or any regulation, administrative action, or Executive Order issued by the executive branch of any State or local government.

The above prohibitions include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

The Contractor shall require that the language of this section be included in the award documents for all subawards at all levels (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### **CERTIFICATION REGARDING A DRUG FREE WORKPLACE**

The Contractor certifies it shall provide a drug free workplace in accordance with the Drug Free Workplace Act of 1988, 41 U.S.C. Chapter 81, and all applicable regulations. The Contractor is required to report any conviction of employees under a criminal drug statute for violations occurring on the Contractor's premises or off the Contractor's premises while conducting official business. The Contractor shall report any conviction to the Department within five (5) working days after the conviction. Submit reports to:

James Stowe, PhD  
Director, Aging & Adult Services  
Mid-America Regional Council  
600 Broadway, Suite 200  
Kansas City, MO 64105

#### **CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

The Pro-Children Act of 1994, (Public Law 103-227, 20 U.S.C. §§ 6081-6084), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The Pro-Children Act also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The Pro-Children Act does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the Pro-Children Act may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor certifies that it will comply with the requirements of the Pro-Children Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Pro-Children Act.

The Contractor agrees that it will require that the language of this certification be included in any subcontract or subaward that contains provisions for children's services and that all subrecipients shall certify accordingly. Failure to comply with the provisions of the Pro-Children Act law may result in the imposition of a civil monetary penalty of up to \$1,000 per day.

#### **CERTIFICATION REGARDING NON-DISCRIMINATION**

The contractor shall comply with all federal and state statutes, regulations and executive orders relating to nondiscrimination and equal employment opportunity to the extent applicable to the contract. These include but are not limited to:

- Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 42 U.S.C. § 2000d *et seq.*) which prohibits discrimination on the basis of race, color, or national origin (this includes individuals with limited English proficiency) in programs and activities receiving federal financial assistance and Title VII of the Act which prohibits discrimination on the basis of race, color, national origin, sex, or religion in all employment activities;
- Equal Pay Act of 1963 (P.L. 88 -38, as amended, 29 U.S.C. § 206 (d));
- Title IX of the Education Amendments of 1972, as amended (20 U.S.C §§ 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 *et seq.*) which prohibit discrimination on the basis of disabilities;
- The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age;
- Equal Employment Opportunity – E.O. 11246, as amended;
- Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Compliance Requirements;
- Missouri Governor’s E.O. #05-30 (excluding paragraph 1, which was superseded by E.O. #10-24);
- Missouri Governor’s E.O. #10-24; and
- The requirements of any other nondiscrimination federal and state statutes, regulations and executive orders which may apply to the services provided via the contract.

**CERTIFICATION REGARDING EMPLOYEE WHISTLEBLOWER PROTECTIONS**

The contractor shall comply with the provisions of 41 U.S.C. 4712 that states an employee of a contractor, subcontractor, grantee, or subgrantee may not be discharged, demoted or otherwise discriminated against as a reprisal for “whistleblowing”. In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.

The contractor's employees are encouraged to report fraud, waste, and abuse. The contractor shall inform their employees in writing they are subject to federal whistleblower rights and remedies. This notification must be in the predominant native language of the workforce.

The contractor shall include this requirement in any agreement made with a subcontractor or subgrantee.

APPENDIX 4

COMMUNITY CENTER ASSURANCES

The Mid-America Regional Council (MARC) is contracting with \_\_\_\_\_  
for the administration of the \_\_\_\_\_ Senior Center(s).

1. The contractor assures that the senior center(s) will comply with all federal and state policies and regulations governing senior nutrition centers.
2. The contractor assures that the center(s) will comply with all applicable federal and state regulations for handicapped-accessible facilities including the entrance, restrooms, handicapped parking spaces, and adequate width of doors, hallways, and passages.
3. The contractor will comply with all equipment requirements for on-site food preparations kitchen or center(s) receiving bulk food, whichever is applicable.
4. The contractor assures that the center(s) will comply with all physical plant requirements including a minimum of 15 square feet per participant in the activity/dining area, a minimum of two rest rooms, and adequate off-street and/or on-street parking.
5. The contractor assures that the center(s) will comply with all applicable state, county, or city health and food service sanitation regulations.
6. The contractor assures the center(s) will comply with all applicable state and local fire and safety laws, including installation of adequate number of fire extinguishers and smoke detectors according to recommendations of state or local fire authorities.
7. The contractor assures that the center(s) will comply with conditions referenced in the MARC/Commission on Aging Policies and Procedures Manual, including all revisions to the Manual as it may be revised from time to time following the execution of this Agreement, and the Manual for Senior Center Administration.

\_\_\_\_\_  
(Date) (Authorized Contractor Representative)

7/9/2018 \_\_\_\_\_  
(Date) (MARC Director of Aging Services)

Subrecipient Name: City of Belton, Missouri  
 Subrecipient's DUNS Number: 009487612  
 Service: Community Center Services - SFY 2019

APPENDIX 5 (1 of 2)

	FEDERAL FUNDS	CASS COUNTY FUNDS	TOTAL MARC REIMBURSED COSTS	CONTRACTOR CONTRIBUTED COSTS	TOTAL SERVICE COSTS
<b>Direct Service Costs:</b>					
Personnel/Fringe	\$28,000	\$5,000	\$33,000	\$21,150	\$54,150
Travel	0	0	0	100	100
Rent/Utilities/Telephone/Bldg Maintenance	0	0	0	6,550	6,550
Supplies	0	0	0	950	950
Equipment *	0	0	0	0	0
Insurance	0	0	0	220	0
<b>Total Direct Service Costs</b>	<b>\$28,000</b>	<b>\$5,000</b>	<b>\$33,000</b>	<b>\$28,970</b>	<b>\$61,750</b>
<b>Indirect Costs:</b>					
Personnel/Fringe	0	0	0	0	0
Travel	0	0	0	0	0
Rent/Utilities/Telephone	0	0	0	0	0
Supplies	0	0	0	0	0
<b>Total Indirect Costs</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>GRANT TOTAL</b>	<b>\$28,000</b>	<b>\$5,000</b>	<b>\$33,000</b>	<b>\$28,970</b>	<b>\$61,750</b>

KEY GRANT INFORMATION

Federal Awarding Agency	CFDA Name	CFDA #
Department of Health and Human Services - Administration for Community Living	Special Programs for the Aging_ Title III, Part C_Nutrition Services	93.045
For audit purposes, all voluntary contributions collected through the provision of this service will be considered federal funds.		
Name of Pass-Through Entity:	Missouri Department of Health and Senior Services	
Amount of Federal Awards Obligated by This Action:	\$28,000.00	
Total Amount of Federal Awards Obligated to Subrecipient Under this Agreement:	\$28,000.00	
Federal Award Identification Number (FAIN) and Amount Obligated:	18AAMOT3CM;19AAMOT3CM: \$14,287 18AAMOT3HD;18AAMOT3HD: \$13713	
Federal Award Date:	FY 2018; FY 2019	
Total Amount of Federal Award to Prime Grantee:	not yet known	
Federal Award Project Description (as entered into FFATA system):	not yet known	
Contact Information for Awarding Official:	not yet known	
Identification If the award is Research & Development:	No	
Indirect Cost Rate for the Award:	0.00%	

Subrecipient Name: City of Belton, Missouri  
 Subrecipient's DUNS Number: 009487612  
 Service: Community Center Services - SFY 2019

APPENDIX 5 (2 of 2)

TRANSPORTATION SERVICES					
SUBAWARD PERIOD OF PERFORMANCE	TYPE OF TRANSPORTATION	UNIT RATE	ANNUAL UNITS	AVERAGE MONTHLY UNITS	ANNUAL AMOUNT
July 1, 2018 - June 30, 2019	ST-Persons	\$6.00	3,000	250	\$18,000.00
July 1, 2018 - June 30, 2019	ST-Meals	\$2.00	780	65	\$1,560.00
* Estimated number of meals delivered					
KEY GRANT INFORMATION					
Federal Awarding Agency		CFDA Name			CFDA #
Department of Health and Human Services - Administration for Community Living		Special Programs for the Aging_ Title III, Part B_ Grants for Supportive Services and Senior Centers			93.044
Department of Health and Human Services - Administration for Community Living		Special Programs for the Aging_ Title III, Part C_ Nutrition Services			93.045
Dept. of Health and Human Services - Administration for Children and Families		Social Services Block Grant			93.667
For audit purposes, all voluntary contributions collected through the provision of this service will be considered federal funds.					
Name of Pass-Through Entity:		Missouri Department of Health and Senior Services			
Amount of Federal Awards Obligated by This Action:					\$10,552.00
Total Amount of Federal Awards Obligated to Subrecipient Under this Agreement:					\$10,552.00
CFDA #, Federal Award Identification Number (FAIN) and Amount Obligated:					
93.044; 18AAMOT3SS; 19AAMOT3SS: \$3,163					
93.045; 18AAMOT3HD; 19AAMOT3HD: \$1,560					
93.667; 1801MOSOSR; 1901MOSOSR: \$4,987					
Federal Award Date:					FY 2018; FY 2019
Total Amount of Federal Award to Prime Grantee:					not yet known
Federal Award Project Description (as entered into FFATA system):					not yet known
Contact Information for Awarding Official:					not yet known
Identification if the award is Research & Development:					No
Indirect Cost Rate for the Award:					10.00%

**PART III - COA/AAA SERVICES AND ACTIVITIES**

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SECTION 2: PROGRAM/SERVICE STANDARDS AND MINIMUM REQUIREMENTS.....

SECTION 3: PERFORMANCE STANDARDS .....

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### **PART III - COA/AAA SERVICES AND ACTIVITIES**

#### **COMMUNITY CENTER ADMINISTRATION**

##### **SECTION 1: OPERATIONAL SERVICE DEFINITION**

Following the example of other Area Agencies on Aging, MARC will provide supplemental financial and technical assistance to contract community centers based upon tiered advancement of performance. MARC funding is intended to only comprise a portion of a center's overall budget or financing. Significant, documented other resources – from grants, program income, municipal funding, etc., must be in place for contract centers to receive MARC funding.

**Note:** Program income should not be interpreted as voluntary client contributions to MARC funded services that pass through the contract center to MARC – program income may be fees, charges, or other revenue from clients who are not eligible for MARC services.


In recognition of varying resources according to geography and population, tiered advancement will be available for two categories: 1) Rural and 2) Urban/Suburban. Categories will be co-determined by MARC and the center according to geography and predominant clientele.

**All activities contained within the matrix, and all activities funded by MARC must have appropriate, adequate, and timely reporting tied to those activities. MARC reports these activities to State and Federal authorities for regular program accountability and occasional analysis of program or service effectiveness.**

**It is the contract center's responsibility to gather and report all necessary data elements – for all activities, programs, and services – using the software, processes, and formats required by MARC, as applicable. Usually, data elements are required at the individual client or individual participant level.**

MARC will determine, at its discretion, any necessary exceptions to service models or reimbursement.

The various components of this tiered matrix is as follows:


 <b>MARC</b> <small>MID-AMERICA REGIONAL COUNCIL</small> Aging and Adult Services	<b>Urban/Suburban  (Average Daily Meal Count of <math>\geq 50</math>)  Tier Advancement Matrix  Yearly Objectives</b>		
<b>Criteria</b>	<b>Bronze</b>	<b>Silver</b>	<b>Gold</b>
<b>DIVERSITY &amp; STRENGTH OF PROGRAMS</b>			
<b>Educational</b>  <b>Technology* (durable medical equipment, smartphone, in-home devices, apps)</b>	12 Sr. Medicare Patrol (SMP); 1 Med D Info. Session; 4 Technology Classes	12 Sr. Medicare Patrol (SMP); 1 SMP Scamboree; 1 Med D Info. Session; 6 Educational Sessions; 6 Technology Classes	12 Sr. Medicare Patrol (SMP); 1 SMP Scamboree; 1 Med D Info. Session; 12 Educational Sessions; 12 Technology Classes
<b>Expressive &amp; Creative Arts</b>	12 Activities	12 Activities	12 Activities
<b>Leadership, Civic Engagement, Community Development, and Support Groups</b>	2 Programs	6 Programs	10 Programs
<b>Nutrition, Fitness &amp; Health Promotion</b>	4 Nutrition Educ. Activities; 6 Other Classes	4 Nutrition Educ. Activities; 8 Administration for Community Living Top-Tier Evidence Based; 6 Other Classes	4 Nutrition Educ. Activities; 12 Administration for Community Living Top-Tier Evidence Based; 8 Other Classes
<b>Client Satisfaction</b> <ul style="list-style-type: none"> <li>• Center Hospitality</li> <li>• Meal Prep./Presentation</li> <li>• Staff Responsiveness</li> <li>• Events and programming</li> </ul>	$\geq 70\%$	$\geq 78\%$	$\geq 85\%$
<b>EXCELLENCE IN ADMINISTRATION</b>			
<b>Report Accuracy/Timeliness</b>	100%	100%	100%
<b>On-site preparation, congregate meal cost</b>	$\leq \$2.50$	$\leq \$2.50$	$\leq \$2.50$
<b>Avg. Meals Per Day Increase</b>	5% +	8% +	10% +

<b>Marketing &amp; Media Presence</b>	4	8	12
<b>Monitoring Re-occurring Deficiencies</b>	0	0	0
<b>Fundraising Activities</b>	1 Activity	2 Activities	2 Activities
<b>Growing Community Relationships</b>	1 Partnership	3 Partnerships; 1 Grant Application	5 Partnerships; 3 Grant Applications

<b>Volunteer Network</b>	5%+ Contributed hours	8%+ Contributed Hours	10%+ Contributed hours
<b>Volunteer Satisfaction</b> • Volunteer Satisfaction	≥ 70%	≥ 78%	≥ 85%

**Additional Services**

<b>Site Transportation</b>
<b>Hot Daily Home-Delivered Meals Delivery</b>
<b>Service Re-Assessments</b>
<b>Evidence-Based Disease Prevention and Health Promotion</b>
<b>Family Caregiver Support Programs</b>
<b>NOTICE: All advancement in the tier matrix, contract awards, and funding of programs and services is funding dependent. Additional funding due to tier advancement will be on a first come, first serve basis, until budgeted amounts are met. Advancement review will normally occur nine (9) months after contract initiation each year, with anticipated implementation at the following fiscal year.</b>

		<b>Rural</b> <b>(Average Daily Meal Count of ≥ 25; 80% of participants must be classified as residing in rural areas)</b> <b>Tier Advancement Matrix</b> <b>Yearly Objectives</b>		
		<b>Criteria</b>	<b>Bronze</b>	<b>Silver</b>
<b>DIVERSITY &amp; STRENGTH OF PROGRAMS</b>				
<b>Educational</b>  <b>Technology* (durable medical equipment, smartphone, in-home devices, apps)</b>	12 Sr. Medicare Patrol (SMP); 1 Med D Info. Session; 4 Technology Classes	12 Sr. Medicare Patrol (SMP); 1 SMP Scamboree; 1 Med D Info. Session; 6 Educational Sessions; 6 Technology Classes	12 Sr. Medicare Patrol (SMP); 1 SMP Scamboree; 1 Med D Info. Session; 12 Educational Sessions; 12 Technology Classes	
<b>Expressive &amp; Creative Arts</b>	12 Activities	12 Activities	12 Activities	
<b>Leadership, Civic Engagement, Community Development, and Support Groups</b>	2 Programs	6 Programs	10 Programs	
<b>Nutrition, Fitness &amp; Health Promotion</b>	4 Nutrition Educ. Classes; 6 Other Classes	4 Nutrition Educ. Classes; 8 Administration for Community Living Top-Tier Evidence Based; 6 Other Classes	4 Nutrition Educ. Classes; 12 Administration for Community Living Top-Tier Evidence Based; 8 Other Classes	
<b>Client Satisfaction</b> <ul style="list-style-type: none"> <li>• Center Hospitality               <ul style="list-style-type: none"> <li>• Meal Prep./Presentation</li> </ul> </li> <li>• Staff Responsiveness               <ul style="list-style-type: none"> <li>• Events and programming</li> </ul> </li> </ul>	≥ 70%	≥ 78%	≥ 85%	
<b>EXCELLENCE IN ADMINISTRATION</b>				
<b>Report Accuracy/Timeliness</b>	100%	100%	100%	
<b>On-site preparation, congregate meal cost</b>	≤ \$2.50	≤ \$2.50	≤ \$2.50	

<b>Avg. Meals Per Day Increase</b>	5% +	8% +	10% +
<b>Marketing &amp; Media Presence</b>	4	8	12
<b>Monitoring Re-occurring Deficiencies</b>	0	0	0
<b>Fundraising Activities</b>	1 Activity	2 Activities	2 Activities
<b>Growing Community Relationships</b>	1 Partnership	3 Partnerships; 1 Grant Application	5 Partnerships; 3 Grant Applications
<b>Volunteer Network</b>	5%+ Contributed hours	8%+ Contributed Hours	10%+ Contributed hours
<b>Volunteer Satisfaction</b> • Volunteer Satisfaction	≥ 70%	≥ 78%	≥ 85%
<b>Additional Services</b>			
<b>Site Transportation</b>			
<b>Hot Daily Home-Delivered Meals Delivery</b>			
<b>Service Re-Assessments</b>			
<b>Evidence-Based Disease Prevention and Health Promotion</b>			
<b>Family Caregiver Support Programs</b>			
<b>NOTICE: All advancement in the tier matrix, contract awards, and funding of programs and services is funding dependent. Additional funding due to tier advancement will be on a first come, first serve basis, until budgeted amounts are met. Advancement review will normally occur nine (9) months after contract initiation, with anticipated implementation at the following fiscal year.</b>			

*\*MARC is strongly interested in technology training that facilitates health or well-being outcomes (e.g., training on a specific device, or device function that allows for health monitoring, social interactions, etc.)*

In addition to the requirements represented in the tier advancement matrix, centers must have adequate staff and capacity to distribute Home-Delivered Meals (HDM), as applicable to the HDM model in their geographic area, and have the physical space and skilled staff to deliver health promotion and disease prevention activities and education.

Volunteer networks for all center activities are critical to the ongoing sustainability and community investment in the center. Volunteer driver networks for HDM services are crucial.

On-Site Preparation centers must have adequate staff and capacity to offer congregate meals. Urban and suburban sites are expected to maintain a minimum of 50 average congregate meals per day. Rural sites will be expected to maintain a minimum of 25 average congregate meals per day. For this proposal, rural is generally defined as Clay and Platte Counties north of M-152, Cass County south of Belton, Jackson County east of Blue Springs and Lee's Summit, and all of Ray County.

**SECTION 2: PROGRAM/SERVICE STANDARDS AND MINIMUM REQUIREMENTS**

- 2.1 All agencies utilizing employees or volunteers in the service of delivering home delivered meals must:
- 2.1(a) Monitor a current copy of the Department of Social Services' Employee Disqualification List to ensure that the name of no employee or volunteer, who is in direct contact with clients, appears on the list. Appropriate action must be taken once it is discovered by the provider that an employee or volunteer is on the Employee Disqualification List.
  - 2.1(b) Contractors and any subcontractors shall screen for criminal background history of all applicants for full-time, part-time, temporary employment, or voluntary position that provides direct services to home delivered meals clients. (Refer to the MARC/COA Policies and Procedures Manual, Part II, Section 2.7).
- 2.2 Home Delivered Meals Administration:
- 2.2(a) Contractor's facility must meet the minimum standards for food service (refrigeration, steam table or comparable holding equipment, etc.) to receive and package meals. The contractor has a volunteer component to recruit, train, schedule, and supervise volunteers who, on a daily basis, are available to receive, package and deliver the meals. The number of meals may fluctuate as clients are added and terminated from the service on the basis of changing factors in their individual situation.
  - 2.2(b) The contractor shall develop and maintain a delivery schedule and adequate volunteer staff to insure that all clients receive their meals at their homes within the time limitations established by regulations, currently the last meal is to be delivered by 1:00 p.m.
  - 2.2(c) The contractor shall train the volunteers regarding the program regulations and standards, documentation procedures, portion control for the packaging of meals, emergency procedures, and the use of the Elderly Abuse Hotline.
  - 2.2(d) The contractor's representative shall attend all required meetings and training programs as stipulated by MARC.
  - 2.2(e) If the service recipient cannot or will not sign his/her name, the recipient's representative or another individual designated by the community center administrator shall sign the service recipient's name as well as his/her name or initials. Service recipient records shall document why the recipient will not or cannot sign.

- 2.3 Contractor's facility must meet the minimum standards for a community center (space, equipment, accessibility, kitchen, etc.) and provide congregate and/or home-delivered meal services as well as health promotion/disease prevention programs and nutrition and consumer education. Contractor coordinates services from other MARC contractors for clients at the center; provides basic information and assistance services regarding community resources; recruits, trains and supervises volunteers to assist with food service and community center activities; provides minimal social/recreational activities; provides assessments and reassessments of home delivered meals clients (when applicable); and coordinates transportation services (MARC contracted) and other Code of State Regulations (CSR) mandated services.
- 2.4 Contractor shall provide a facility that meets the minimum standards for a multi-purpose community center as defined by the State of Missouri at 13 CSR 15-7.010 and 13 CSR 15-7.060. The facility must be accessible to the disabled and meet the minimum standards of the Americans with Disabilities Act of 1990 for public accommodations.
- 2.5 The facility shall be inspected annually by appropriate health and fire safety inspectors. State and local fire, health, sanitation, and safety regulations applicable to the particular types of food storage and handling shall be adhered to. The facility must also meet local health department inspection and/or licensure requirements for food service.
- 2.6 The Contractor shall keep a sample (2 oz.) of every prepared food item served at each meal in a refrigerated state for not less than three (3) days. This food will be available for analysis upon demand by MARC. The Contractor shall supply to MARC a sample lunch on demand to be checked for compliance with health standards and codes.
- 2.7 The Contractor shall provide a mechanism for participant input regarding menu preferences activities, and other issues at the center. The approved menu shall be posted in advance through posters mounted on the center's bulletin board, newsletters, or community newspapers.
- 2.8 The Contractor shall provide pest control, solid waste disposal and maintenance of the total program area.
- 2.9 The Contractor shall provide adequate staff (either paid or volunteer) to manage the daily activities required for a multi-purpose community center as defined in the applicable Code of State Regulations.
- 2.10 The Contractor shall provide the following services directly within the center:

2.10(a) Congregate Meal Service

- 2.10(a)(1) Prepare specific congregate meal center 5 days per week for dining  
Review bulk meal quality, accept delivery of catered meals and prepare for serving

Set up tables, chairs, place settings, and table condiments

Prepare food service line for serving of catered meals

Meal service time shall be scheduled between 11:00 a.m. and 1:00 p.m. Meal service shall be scheduled so that food is available at least 55 minutes after serving begins

Clean up after serving of the meal shall include washing non-disposable items used for meal service

2.10(a)(2) Welcome diners to the center. Station staff and/or volunteers to record information for data collection (sign-in sheets, in-take cards, etc.) and collection of voluntary, confidential donations and/or contributions.

2.10(a)(3) Serving of the meal

- Prepare food service line for serving of meals
- Serve appropriate portions onto diners' plates
- Provide assistance to diners who have difficulty walking or carrying trays

2.10(a)(4) Coordinate services and maintenance at the center

- Review adequacy of supplies, sanitation, internal conditions, maintenance, pest control, and solid waste removal
- Notify transportation provider of all changes in schedules of riders

2.10(a)(5) Recruit and train volunteers to assist in all activities at the Community Center

- Prepare job descriptions for all volunteer positions
- Record and report all volunteer hours
- Maintain records of volunteer training

2.10(b) Nutrition education, as defined in the "Community Center Administrator's Manual", that is approved by MARC.



- 2.10(c) Advocacy activities, as defined in the MARC/COA Policies and Procedures Manual.
- 2.10(d) Consumer education and services at the community centers, defined as quarterly information sessions that cover fraudulent activities to enhance the participants' knowledge base as it relates to purchasing, handy man repairs, etc.
- 2.10(e) Volunteer opportunities
- 2.10(f) Recreation, as defined in the "Community Center Administrator's Manual", that is approved by MARC.
- 2.10(g) Other services/activities
- 2.11 The Contractor shall provide the following services whether directly within the center or access provided by the center:
  - 2.11(a) Outreach - Provide publicity and outreach to identify and attract participants. Special effort shall be made to encourage participation by those with the greatest economic or social need, with emphasis on the low-income minority elderly.
  - 2.11(b) Information and Assistance - Maintain a library of recent publications of interest and is accessible to participants. Coordinate activities with MARC's Information and Assistance staff.
  - 2.11(c) Legal Assistance - Coordinate activities with legal services provider.
  - 2.11(d) Health Promotion/Disease Prevention Activities
  - 2.11(e) Transportation services
  - 2.11(f) Employment services
- 2.12 Disasters/Emergency/Inclement Weather:
  - 2.12(a) Disaster: Any occurrence or conditions involving serious and widespread threat to life, health, or property. Disasters may result either from natural or human causes, and include, among other occurrences, conflagrations, explosions, flood, windstorm/tornado, or natural disaster, riot or civil disorder.
  - 2.12(b) Emergency: A situation actual or imminent, including life-threatening incidents and accidents or conditions which, if left uncorrected, may result in injury, loss of life, damage to buildings or contents, or situations which present an immediate safety hazard or security risk.

- 2.12(c) Inclement Weather: Upon occasion, severe weather conditions may necessitate closing of community centers, suspension of services, and/or changes in other activities. These weather conditions may include, but are not limited to, extreme cold, significant accumulations of ice and/or snow, extreme heat, and other weather-related conditions designed as emergencies by local public safety agencies.
- 2.12(d) Contractors will provide disaster preparedness plans regarding the above mentioned situations prior to the beginning of each program year.

### SECTION 3: PERFORMANCE STANDARDS

- 3.1 The Contractor shall provide community center services, a minimum of six (6) hours per day, five (5) days per week (Monday through Friday). The center shall be visible within the community.
- 3.2 Where appropriate, the Contractor shall coordinate services at the congregate center, and at participants' homes for door-to-door transportation to the community center and for meal delivery.
- 3.3 The Contractor shall provide a full-time community center administrator who shall normally be present during the hours that the center is open and who shall be responsible for the center's operations.
- 3.4 The Contractor shall provide training to staff and volunteers in conjunction with the MARC staff when appropriate.
- 3.5 The Contractor shall maintain a plan for recruiting, orienting, and training volunteers. Volunteer responsibilities shall be clearly stated. Volunteers shall not be permitted to assume responsibilities or duties unless the volunteer meets qualifications for the position. Appropriate staff shall be assigned to supervise volunteers. Volunteers can be from any age group.
- 3.6 The Contractor shall prepare an annual written performance evaluation of each salaried staff and volunteer. Such evaluation shall be filed in the salaried staff and volunteer's personnel file.
- 3.7 The Contractor shall maintain a training log documenting on-the-job training delivered and attendance of salaried staff and volunteers at orientation and in-service training sessions. Minimum orientation and training shall include:
- contractor's personnel policies
  - information regarding special needs of elderly clients served by center
  - information regarding aging process
  - elder abuse

- drug free workplace
  - sanitation
  - portion control
  - record keeping
- 3.8 The Contractor shall tell the client about agency procedures for service, confidentiality, waiting lists, service priorities, and other matters germane to the client's decision to accept services.
- 3.9 The Contractor shall inform the client of the possibility of making voluntary contributions to defray the cost of the service.
- 3.10 The Contractor shall have an established center site or advisory council.
- 3.11 The Contractor will give priority for congregate meal services to the following persons:
- 3.11(a) Those who do not have sufficient financial resources to afford adequately nutritious meals.
  - 3.11(b) Those whose independent living arrangements lack proper facilities for meal preparation.
  - 3.11(c) Those who are ambulatory but lack sufficient health or motivation to prepare meals regularly.
  - 3.11(d) Those who are totally isolated and need an opportunity for the socialization of group dining.
- 3.12 Where appropriate, the Home-Delivered Meals program will be available only to those homebound persons authorized by the MARC Aging Department. Because requests for this service frequently exceeds our budget ability, the Commission on Aging has adopted the following priorities for home delivered meals to be used to prioritize service requests:
- 3.12(a) Protective service referrals made by authorized personnel of the Division of Senior and Disability Services;
  - 3.12(b) Persons who cannot provide meals for themselves and who have no support system (family, friends or adequate financial resources);
  - 3.12(c) Persons who have intermittent support systems, i.e., weekends only or evenings and weekends;
  - 3.12(d) Persons who are intermittently able to provide services for self, but:
    - 3.12(d)(1) are unable to attend a community center; or

- 3.12(d)(2) can attend a community center on an irregular basis;
- 3.12(e) Spouse or primary caregiver who resides in the residence of the homebound client when it is to the advantage of the client (as requested).
- 3.13 The Contractor shall publicize its services to ensure that potential clients, other service providers, and the information and assistance program, are aware of the services and referral procedures.
- 3.14 In addition to self, family, and friends as referral sources, efforts to locate eligible clients will be made through coordination and referral agreements with the MARC/AAA subcontractors, discharge planners for hospitals, volunteer community organizations within the service area, public housing projects and elderly housing units.
- 3.15 The Contractor shall refer clients to other agencies for additional services as needed.
- 3.16 The Contractor shall refer clients to alternative congregate settings within the same service area if applicable, or place clients on a waiting list for a maximum of thirty (30) days if the demand for service exceeds the Contractor's capacity to provide services.
- 3.17 The Contractor's governing body must authorize the signing of proposals and contracts and record approvals in official meeting minutes. Contractor shall develop written procedures for handling voluntary contributions to be approved by MARC. All staff and volunteers handling cash must be bonded.
- 3.18 The Contractor is not to prepare foods whether cooked or raw (salads) to supplement a MARC-approved menu without prior authorization from MARC staff. As special occasions dictate, commercially prepared items such as a birthday cake may be served with the approval of MARC.
- 3.19 Home Delivered Administration: Each meal delivered by the contractor must be documented by the daily signature of the clients or a designated representative. If the client is unable to sign for his/her meal it should be noted on the client's registration form.
- 3.19(a) Meals are to be transported from the contractor's facility to the homes of the recipient in thermal insulated containers designed and constructed in a manner to maximize the maintenance of the temperatures of the food. These containers must be approved or provided by MARC.
- 3.19(b) The contractor shall provide each client the opportunity to make a voluntary contribution towards the cost of the service received and handle such contributions in a manner prescribed and approved by MARC.
- 3.19(c) The contractor shall begin delivery of a meal to a client within two working days of notification by MARC (contingent upon availability of meals).

- 3.19(d) The Contractor shall complete client registration form (for MARC reimbursement) within the first week of service; the date on the card shall be the 1st day the client received the meal.

#### **SECTION 4: COORDINATION WITH OTHER SERVICES**

- 4.1 The community center administration contractor shall coordinate the delivery and provision of services through referrals with the MARC/AAA subcontractors, discharge planners for hospitals, home health agencies, volunteer community organizations within the service area, public housing projects elderly housing units, the Department of Health and Senior Services and the Missouri Division of Family Services.
- 4.2 Home Delivered Meals Administration: The contractors will coordinate home-delivered meals with other services and programs available in the community in order to assist clients to remain in their own homes. Referrals and assistance in accessing additional in-home services and programs will be made as required by the contractors. Such services will include, but not be limited to, the Senior Companion Program, visiting nurse, homemaker services, minor home maintenance, minor home repair, respite care, emergency assistance, tax preparation assistance, legal assistance, Missouri SenioRx Program, Division of Family Services, and the SMP program.

#### **SECTION 5: REQUIRED RECORDKEEPING**

- 5.1 The contractor is required to maintain records in accordance with 13 CSR 15-7.010 and 13 CSR 15-7.060 of the regulations implementing Title III-C of the Older Americans Act, as amended, the MARC/Commission on Aging Policies and Procedures Manual, and the MARC Community Center Administrator's Manual. These records must be maintained and available for a five-year period.
- 5.2 Home Delivered Meals Administration: The contractor is required to maintain records detailing clients served (MARC Client Registration Form/signature sheets), service delivered, dates service were delivered, amount of time spent providing the service and cost of service delivery. These records shall be available/maintained for a five year period. Additional record keeping information may be required by MARC.

#### **SECTION 6: SPECIAL REPORTING REQUIREMENTS**

- 6.1 The following is a list of reports that must be submitted to MARC periodically, followed by special instructions, where applicable. General instructions for the completion and submission of each report can be found in Part II of this manual.

6.1(a) "MARC Client Intake Form" and "MARC Client Registration Form"

6.1(b) Daily signature sheets

- 6.1(c) Community Center Invoice
  - 6.1(d) Quarterly Cost Report
  - 6.1(e) Quarterly Narrative of Service Status Report
  - 6.1(f) Client summary report cover pages for congregate, home delivered meals and site transportation-persons services
  - 6.1(g) Center Performance Scorecard
- 6.2 A "Client Summary Report" should be utilized for all participants of the congregate, home delivered meals and site transportation-persons programs. An Excel spreadsheet will be required for utilization in reporting all activities unless the center is connected to MARC's database via an AgingIS website seat. A facsimile thereof can be found in Appendix 6 of the MARC/Commission of Aging Policies and Procedures Manual. This form can be used as a daily worksheet or record of individual clients for each activity at the center. The data should be tallied monthly for completion of reports noted above.

#### **SECTION 7: MONITORING AND PERFORMANCE EVALUATION**

MARC staff will monitor the Contractor's operations contract once during the program year for contract compliance requirements, service delivery compliance and fiscal compliance. Members of the Commission on Aging (COA) may accompany MARC staff on monitoring visits. A written report of findings will be mailed to the Contractor within four (4) weeks of the monitoring visit in most cases and will be presented to the COA at its next meeting.

**PART III - COA/AAA SERVICES AND ACTIVITIES**

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## PART III - COA/AAA SERVICES AND ACTIVITIES

### SITE TRANSPORTATION - PERSONS

#### SECTION 1: OPERATIONAL SERVICE DEFINITION

- 1.1 This a pre-arranged transportation service to take an individual or groups of persons from the clients' home(s) to the community center on a regular schedule and back again.
- 1.2 The unit of service is one (1) one-way passenger trip.
- 1.3 As this service will be provided directly by subrecipient, either through a contractual arrangement with a transportation entity (subcontractor) or will be provided directly, the responsibility of ensuring that all compliance issues are met rest with the subrecipient.
- 1.4 Definition of Terms:
  - 1.4(a) Subrecipient refers to the agency with which MARC has entered into an Agreement to provide Community Center Services of which the provision of transportation services is a supplemental services.
  - 1.4(b) Subcontractor refers to transportation entity with which a subrecipient has entered into an agreement to provide this transportation service.

#### SECTION 2: PROGRAM/SERVICE STANDARDS AND MINIMUM REQUIREMENTS

- 2.1 Subrecipient/subcontractor(s) shall provide transportation service to disabled persons aged 18 to 59 and persons over the age of sixty (60) who are identified by subrecipient Community Center Administrator (CCA) for scheduled travel between their respective homes and the community center, generally, between the hours of 9:00 a.m. and 10:30 a.m. each day, and 1:00 p.m. and 5:00 p.m. with the expectation that most trips will be completed by 3:00 p.m.
- 2.2 Vehicles and personnel are required to be provided in accordance with the MARC/COA Policies and Procedures Manual for subrecipients and subcontractors and the Missouri Code of State Regulations (19-CSR 15-7.040 Transportation Service Standards), Department of Health and Senior Services, incorporated herein by reference as though they were fully rewritten.
- 2.3 During the effective dates of each contract, each primary subrecipient/subcontractor and any subcontractor approved by MARC, must submit to MARC a current copy of all fictitious names and a copy of each and every application made to the Missouri (or Kansas) Secretary of State for a Fictitious Name Registration. Subrecipients and all subcontractors must submit said copies to MARC at the same time their respective



applications are submitted to the Missouri (or Kansas) Secretary of State. Municipalities administering transportation programs directly are exempted from this requirement.

- 2.5 Subrecipients/subcontractors must use company employees covered by Worker's Compensation insurance to provide contracted service units reimbursed by MARC. Subrecipient/subcontractor must use vehicles that are titled or leased in the name of the subrecipient/subcontractor. Municipalities administering direct transportation programs are exempted from this requirement.
- 2.6 All subrecipients/subcontractors will be required to furnish MARC with valid current Certificates of Insurance issued in their respective corporate names, and naming MARC as an additionally insured party prior to the first date on which services are to be performed. It is the responsibility of all primary subrecipients/subcontractors to assure that MARC has a valid current Certificate of Insurance throughout the effective period of each contract year. All insurance requirements are specified in Part II, Section 8, of this manual.
- 2.7 Subrecipients/subcontractors shall screen for criminal background history of all applicants for full-time, part-time, or temporary employment for a position that provides direct services to site transportation - meals clients. (Refer to the MARC/COA Policies and Procedures Manual, Part II, Section 2.7).

### **SECTION 3: PERFORMANCE STANDARDS**

- 3.1 Subrecipient/subcontractor(s) are required to pick up designated persons no later than 20 minutes after the agreed upon time for pickup. Subrecipient/subcontractor(s) are required to provide whatever assistance is necessary and/or requested to help the person from their home and into the destination, etc. Subrecipient/subcontractor shall not exceed legal capacity of vehicle.
- 3.2 The subrecipient/subcontractor(s) personnel are required to treat riders courteously and to avoid careless driving.
- 3.3 Drivers are not allowed to sign for a client unless that client has been designated as being incapable of signing his/her own name. This information should be noted on the daily signature sheet so that substitute drivers may be aware of this circumstance.
- 3.4 Subrecipients/subcontractors are required to have daily signature sheets completed and signed by clients for every unit of service delivered. Drivers and Community Center Administrator (CCA) are to sign signature sheets on a daily basis. The transportation providers will maintain the original of the "daily signature sheets", while copies shall be maintained at the community center. Electronic tracking of provided service is preferred, and utilization of MARC approved/provided software and tracking mechanisms may replace the documents mentioned in this section.

- 3.5 Subrecipients/subcontractors should coordinate the management of service utilization with the CCA to ensure the availability of service for the duration of the contract term. Please refer to 6.3(a) for more details.
- 3.6 Subrecipients/subcontractors are required to certify that they maintain drug-free workplaces.
- 3.7 Subrecipients/subcontractors shall tell the client about agency procedures for service, contributions, confidentiality, and complaints.
- 3.8 Subrecipients's/subcontractor's drivers shall wear and/or exhibit identification recognizable from a minimum distance of three feet.

#### **SECTION 4: COORDINATION WITH OTHER SERVICES**

- 4.1 The Community Center Administrator (CCA) will be responsible for authorizing clients for rides to and from the center. The CCA will manage the daily units based on the annualized levels contained in the contract between MARC and the Subrecipient.
- 4.2 Participants shall sign daily a signature sheet (provided by the subrecipient/subcontractor) documenting transportation from their homes to the center and again from the center to their homes. The driver and the appropriate MARC representative (the CCA) are also required to sign the daily signature sheets documenting the arrival and departure of clients who have been authorized to receive this service. Copies of the signature sheets should be provided to the CCA.
- 4.3 The CCA and the driver should, on a daily basis, confirm with each other the number of trips that have been provided daily. At the end of the month, the CCA will confirm with the transportation provider the total number of trips provided during the month. This number will, in turn, be submitted to the MARC Subrecipient for reimbursement.
- 4.4 Subrecipients/subcontractors are required to make direct contact with service recipients. Drivers are required to report all instances of suspected elder abuse and neglect to the State administered Elderly Abuse Hotline, and when information is requested by the service recipient, to direct recipients to the I & A (Information and Assistance) network to assist the elderly and disabled to access additional services.
- 4.5 Transportation providers should be cognizant of alternative transportation services available to the client population, and readily convey related information to the client.
- 4.6 The subrecipient/contractor(s) should record specific characteristics (relatives phone numbers, debilitating conditions) regarding the clients' health and safety on the backs of client intake forms and/or copies for ready use in the event of emergency.

## **SECTION 5: REQUIRED RECORDKEEPING**

Subrecipients/subcontractors are required to maintain administrative records regarding personnel, vehicles, insurance, training, audits, disaster assistance, joint ventures, civil rights, and drug-free workplace requirements, as well as all documentation concerning all reports that are submitted to MARC. This includes copies of Client Intake Forms as well as copies of Client Signature Sheets. All records must be maintained and available for a five-year period.

## **SECTION 6: SPECIAL REPORTING REQUIREMENTS**

6.1 The following is a list of reports that must be maintained and submitted to MARC periodically, followed by special instructions, where applicable. General instructions for the completion and submission of each report can be found in Part II of this manual.

6.1(a) Copies of Daily Signature Sheets (maintained only)

6.1(b) Invoice

6.1(c) Quarterly Cost Report

6.2 Community Center Administrators are responsible for authorizing persons and trips.

6.2(a) The CCA will be responsible for documenting trips provided and to whom. The CCA and the driver should, on a daily basis, communicate with each other the number of units provided. At the end of the month, the CCA will communicate to the transportation provider the total number of units provided during the month. This number will be submitted to the MARC office by the subrecipient on the "Unit Cost Invoice" for reimbursement.

6.2(b) A "Client Summary Report" will be submitted to the MARC office by the CCA monthly identifying all persons receiving services each month, how many units each day and the total number of units provided for the month. The CCA shall also submit the "MARC Client Intake Card". Original signature sheets must be kept by the subrecipient.

## **SECTION 7: MONITORING AND PERFORMANCE EVALUATION**

Overall performance will be monitored of all subrecipients/subcontractors throughout the program year. If possible, MARC staff will physically visit the subrecipient's/subcontractor's facility in addition to performing the on-going monitoring of compliance with record/bookkeeping requirements. The subrecipient/subcontractor may be required to meet with MARC staff at the MARC office to review the required records maintained at the provider's facility in support of the invoices submitted to MARC for payment. Upon occasion the MARC staff may ride with a driver or meet them at a predetermined location on the route. Monitoring results will be presented to the MARC committees for their evaluation.

**PART III - COA/AAA SERVICES AND ACTIVITIES**

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**PART III - COA/AAA SERVICES AND ACTIVITIES**

**SITE TRANSPORTATION - MEALS**

**SECTION 1: OPERATIONAL SERVICE DEFINITION**

- 1.1 This is a pre-arranged transportation service to take prepared and pre-packaged meals from a community center to the homes of identified clients.
- 1.2 The unit of service is one (1) meal delivered.
- 1.3 As this service will be provided by subrecipient, either through a subcontractual arrangement with a transportation entity or will be provided directly, the responsibility of ensuring that all compliance issues are met rest with the subrecipient.
- 1.4 Definition of Terms:
  - 1.4(a) Subrecipient refers to the agency with which MARC has entered into an Agreement to provide Community Center Services of which the provision of meal delivery services is a supplemental service.
  - 1.4(b) Subcontractor refers to a transportation entity with which subrecipient has entered into a subcontractor agreement to provide this meal delivery service.

**SECTION 2: PROGRAM/SERVICE STANDARDS AND MINIMUM REQUIREMENTS**

- 2.1 Subrecipients/Subcontractors will deliver home delivered meals to the homes of disabled persons aged 18 to 59 and persons over the age of sixty (60) who are specifically identified by MARC. The meals are available at the subrecipient's center, and are to be delivered to the clients' homes five (5) days a week between 11:00 a.m. and 12:00 noon and delivered within one hour after they are picked up. Subrecipients/subcontractors are held liable for the cost of all meals lost or destroyed due to the transportation provider's failure to comply with delivery specifications. Meals must be transported in special containers designed to maintain temperatures and must be approved by MARC.
- 2.2 During the effective dates of each contract, each subrecipient/subcontractor approved by MARC must submit to MARC a current copy of all fictitious names, and a copy of each and every application made to the Missouri (or Kansas) Secretary of State for a Fictitious Name Registration. Subrecipients/subcontractors must submit said copies to MARC at the same time their respective applications are submitted to the Missouri (or Kansas) Secretary of State. Municipalities administering transportation programs are exempted from this requirement.

- 2.4 Subcontracts: All requirements for subrecipients also apply to any subcontractor for which an agreement has been developed and agreed upon between the subrecipient and any subcontractor.
- 2.5 Minimum Requirements of Subrecipient/subcontractor:
  - 2.5(a) Each subrecipient/subcontractor must use company employees covered by Worker's Compensation insurance to provide contracted service units reimbursed by MARC. The primary subrecipient/contractor must use vehicles that are titled to or leased in the name of the subrecipient/subcontractor.
  - 2.5(b) Monitor a current copy of the Department of Social Services' Employee Disqualification List to ensure that no employee's name, who is in direct contact with clients, appears on the list and take the appropriate action once it is discovered by the provider that the employee is on the Employee Disqualification List.
  - 2.5(c) Subrecipients/subcontractors shall screen for criminal background history of all applicants for full-time, part-time, or temporary employment for a position that provides direct services for meal delivery. (Refer to the MARC/COA Policies and Procedures Manual, Part II, Section 2.7).
- 2.6 All subrecipients/subcontractors approved by MARC will be required to furnish MARC with valid current Certificates of Insurance issued in their respective corporate names, and naming MARC as an additionally insured party, prior to the first date on which services are to be performed. It is the responsibility of all subrecipients, contractors and all subcontractors to assure that MARC has a valid current Certificate of Insurance throughout the effective period of each contract year. All insurance requirements are specified in Part II, Section 8, of this manual.

### **SECTION 3: PERFORMANCE STANDARDS**

- 3.1 Subrecipients/subcontractors shall only accept referrals of clients certified by MARC (Community Center Administrator) in the service areas to be served. The Community Center Administrator (CCA) informs the drivers daily of specific meal recipients and addresses.
- 3.2 Subrecipients/subcontractors are required to deliver each meal directly to the recipient and secure the recipient's daily signature documenting that service has been provided.
  - 3.2(a) Drivers are not allowed to sign for a client unless that client has been designated as being incapable of signing his/her own name. This information should be noted on the daily signature sheet so that substitute drivers, as well as substitute community center administration, may be aware of this circumstance. Electronic tracking of provided service is preferred.

- 3.2(b) It is the duty of the driver to inform the CCA of any client who does not respond when the driver attempts the delivery of his/her meal. The meal is not to be left at the residence without the signature of the client, or that of a designated representative as noted in the signature sheet. If a client does not respond and the meal is not able to be delivered to them, the meal is to be delivered to the next client on the route or as per the CCA's instructions.
- 3.2(c) The driver should also notify the CCA of any oddities regarding the client that might be noticed while delivering the meal.
- 3.3 Upon completion of the home delivered meals routes, original daily signature sheets shall be given to the CCA for review. If signature sheets are found in good order, they are to be signed by the CCA as well as the driver as documentation that the client received a meal. Total MARC reimbursable meals, as reflected on the signature sheets held by both CCA and subcontractor must match.
- 3.4 Home delivered meals must be received by the client no later than 3 1/2 hours following the completion of food preparation at the caterer's location or preparation on-site. For example, if meal preparation is finished by 9:30 a.m., no meal may be allowed to be delivered to a client after 1:00 p.m. In this example, if the driver does not show until 12:30 p.m. to deliver meals, only those meals that can be delivered by 1:00 may be delivered. The rest must be returned to the CCA at the community center.
- 3.5 The CCA and the driver should, on a daily basis, confirm with each other the number of meals provided, and agree on the number of meals delivered and the number of meals returned to the center. At the end of the month, the CCA will confirm with the transportation provider, if there is one, the total number of allowable meal deliveries during the month. This number will, in turn, be submitted to the MARC office by the transportation provider, by using the "Unit Cost Invoice," for reimbursement.
- 3.6 All documentation, with the exception of the "Unit Cost Invoice", will be submitted to the MARC office by the CCA. This documentation will be in the form of the "Client Summary Report" and the "MARC Client Registration Form". The transportation provider, if there is one, will receive necessary information from the "MARC Client Registration Form" by the CCA prior to meals being delivered. Original signature sheets must be kept at the community center.
- 3.7 Subrecipients/subcontractors are required to develop an emergency provision to deliver meals to eligible recipients in contracted service areas when unanticipated events occur.
- 3.8 Persons delivering meals shall treat recipients and household members courteously.
- 3.9 Subrecipients/subcontractors are required to certify that they maintain drug-free workplaces.

- 3.10 Subrecipients/subcontractors shall tell the client about agency procedures for service, confidentiality, and complaints.
- 3.11 Subrecipients/subcontractors shall be held liable for the cost of all meals lost or destroyed due to the transportation providers' lack of compliance with service specifications. Subrecipients/Contractors shall employ an adequate number of appropriate trained staff to deliver the number of required service units within the prescribed time period.
- 3.12 Personnel participating in the actual meal delivery shall wear and/or exhibit identification recognizable from a minimum distance of three feet.

**SECTION 4: COORDINATION WITH OTHER SERVICES**

- 4.1 This service is very closely linked to the operation of the community centers and the home-delivered meals system. The product is the meal and requires the coordinated efforts of the community center (and/or caterer) for the preparation and packaging of the meal, and the transportation provider for delivery to the designated recipient. The subrecipient/subcontractor is required to make direct contact with the service recipient on a daily basis and report any changes in condition or irregularities to the Community Center Administrator (CCA) as soon as possible. Such irregularities include, but are not limited to the following:
  - 4.1(a) no response or inability to deliver the meal;
  - 4.1(b) notification by the client of a change in status such as planned medical appointment (canceling of meal);
  - 4.1(c) incorrect information on center data (address, apartment number, etc.).
- 4.2 In addition to the meal, the subrecipient/subcontractor may be requested to deliver other information to the client, including the "home-delivered meals brochure," information on closings and other instances when meals will not be delivered, contribution envelopes, and other materials being distributed by MARC through the community centers to all clients and participants.
- 4.3 Drivers are required to report all instances of suspected elder abuse and neglect to the State administered Elderly Abuse Hotline, and when information is requested by the service recipient, to direct recipients to the I & A (Information and Assistance) network to assist the elderly and disabled in accessing additional services.
- 4.4 Transportation providers should be cognizant of alternative transportation services available to the client population, and readily convey related information to the client.
- 4.5 The subrecipient/subcontractor should record specific characteristics (relatives phone numbers, debilitating conditions) regarding the clients' health and safety on the backs of the client registration forms and/or copies for ready use in the event of emergency.



## **SECTION 5: REQUIRED RECORDKEEPING**

Subrecipients/subcontractors are required to maintain administrative records regarding personnel, vehicles, insurance, training, audits, disaster assistance, joint ventures, civil rights, and drug-free workplace requirements, as well as all documentation concerning all reports that are submitted to MARC. This includes copies of "MARC Client Registration Form" as well as copies of "Client Signature Sheet". All records must be maintained and available for a five-year period.

## **SECTION 6: SPECIAL REPORTING REQUIREMENTS**

The following is a list of reports that must be maintained and submitted to MARC periodically, followed by special instructions, where applicable. General instructions for the completion and submission of each report can be found in Part II of this manual.

- Daily signature sheets (maintained only)
- Invoice
- Quarterly Cost Report

## **SECTION 7: MONITORING AND PERFORMANCE EVALUATION**

Overall performance will be monitored of all subrecipients/subcontractors throughout the program year. If possible, MARC staff will physically visit the subrecipient's/subcontractor's facility in addition to performing the on-going monitoring of compliance with record/bookkeeping requirements. The subrecipient/subcontractor may be required to meet with MARC staff at the MARC office to review the required records maintained at the provider's facility in support of the invoices submitted to MARC for payment. Upon occasion the MARC staff may ride with a driver or meet them at a predetermined location on the route. Monitoring results will be presented to the MARC committees for their evaluation.

# **SECTION VI**

## **F**

**AN ORDINANCE APPROVING A PUBLIC SERVICE AGREEMENT BETWEEN OATS, INC. AND THE CITY OF BELTON, MISSOURI TO PROVIDE SITE TRANSPORTATION FOR INDIVIDUALS TO AND FROM THE BELTON SENIOR CENTER.**

**WHEREAS**, OATS, Inc., is a transportation company that provides transportation for individuals within Belton and neighboring communities; and

**WHEREAS**, the City of Belton applied for and was awarded a grant as described in the complementary Agreement with Mid America Regional Council (MARC) presented under Bill No. 2018-59 for community center services, site transportation and home delivered meal services; and

**WHEREAS**, under the site transportation component of the complementary Agreement with MARC, the City would receive reimbursement from MARC for a portion of the OATS, Inc. transportation costs at \$12.00 per person per day per round trip; and

**WHEREAS**, the OATS, Inc. cost of the services charged to the City is twenty-eight (\$28.00) per hour with a yearly cost estimated between \$28,224 and \$31,752 per year for supporting ridership to and from the Senior Center; it is anticipated that on average 7-10 riders per day may use the service; and

**WHEREAS**, this service is in addition to the transportation services with OATS, Inc. for one shopping day per month at local Belton businesses; and

**WHEREAS**, the City has determined that it is in the best interest of the City to partner with OATS, Inc. with assistance from MARC to provide limited round-trip transportation for Senior Citizens in our community.

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

**Section 1.** That the OATS Agreement for Services to support site transportation herein attached and incorporated in this Ordinance as **Exhibit A** is hereby approved.

**Section 2.** That the Mayor is authorized and directed to execute the 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 parts of ordinances in conflict with this ordinance are hereby repealed.

READ FOR THE FIRST TIME: August 28, 2018

READ FOR THE SECOND TIME AND PASSED: August 28, 2018

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

Approved this 28<sup>th</sup> day of August, 2018

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

ATTEST:

\_\_\_\_\_  
Andrea Cunningham, City Clerk  
City of Belton, Missouri

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

I, Andrea Cunningham, 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 28<sup>th</sup> day of August, 2018, and thereafter adopted as Ordinance No. 2018-\_\_\_\_ of the City of Belton, Missouri, at a regular meeting of the City Council held on the 28<sup>th</sup> day of August, 2018, after the second reading thereof by the following vote, to-wit:

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

\_\_\_\_\_  
Andrea Cunningham, City Clerk  
Of the City of Belton, Missouri

**Oats** INC.  
**Agreement for Services**



This agreement is entered into by **City of Belton** located at **506 Main, Belton, MO 64012 816-331-4331**, hereinafter known as the "**Contracting Party**" and **OATS, Inc.**, 2501 Maguire Blvd, Ste 101, Columbia, MO 65201, a general not-for-profit corporation organized under the Laws of the State of Missouri, hereinafter known as "**OATS**".

**The Contracting Party and OATS hereby agree as follows:**

1. This Agreement becomes effective on **July 1, 2018** and terminates on **June 30, 2019**.
2. OATS agrees to transport the Contracting Party to and from **Belton Senior Center**, currently located at 609 Minnie Avenue, Belton, Mo. for the purpose of **Site Transportation**. Scheduling of requested services is dependent upon vehicle and driver availability and is coordinated through as well as authorized under the direction of the Belton Senior Center Coordinator. OATS will strive to fill all requests made, but makes no guarantee of service availability unless service is of a routine and recurring nature and specific commitment has been made by OATS that service will be made available. Note: In rural areas, OATS is a general public transportation provider and therefore routes are published and open to the public.
3. OATS will invoice the Contracting Party for services rendered by the tenth (10th) day of the following month, and the Contracting Party will pay OATS at a rate of **\$28.00 per hour** of which **\$1.00** per hour (as defined above) is depreciation which OATS will deposit in a restricted account for use in cost of replacing vehicles. This rate is based on a gasoline price of \$2.25 per gallon. For every \$0.50 increase or decrease in the cost of gasoline, the rate will be increased or decreased by **\$1.00**. The average cost for gasoline will be evaluated monthly based on an analysis of the company-wide negotiated payment agreement (which is generally less than pump price). Payment is due upon receipt of invoice; service cannot be delivered for delinquent accounts.
4. The estimated total amount of compensation for services to be provided under this Agreement is (state specific dollar amount and explanation): **Time billed to city will be from key on to key off including pre/post trip inspection. This could be more than 4 hours depending on route and number of riders given to driver by Senior Center Administrator.**  
**Approximately 4 hours = 4 hours x \$28.00/hour x 252 days/year = \$28,224.00**  
**Approximately 4.5 hours = 4.5 hours x \$28.00/hour x 252 days/year = \$31,752.00**
5. If service is to be provided by OATS on more than one day, the Contracting Party agrees to schedule OATS Service for any particular date at least twenty-four (24) hours in advance. Scheduling will be done through the appropriate Regional Director.
6. Unless otherwise noted in item 9 below, OATS service will not be provided on the following paid holidays: New Years Day; Martin Luther King, Jr. Day; Presidents Day; Memorial Day; 4<sup>th</sup> of July; Labor Day; Thanksgiving; the Day After Thanksgiving; and Christmas Day. Should a holiday fall on a Saturday, the preceding Friday is recognized; if a holiday falls on a Sunday, the following Monday is recognized.
7. In cases of inclement weather OATS's general policy is to use the school bus closings as a guideline; however, the final decision rests with the OATS driver. Should weather, or other unforeseen events, necessitate the cancellation of service, the Contracting Party will be notified.
8. This Agreement may be terminated by either party by providing thirty (30) days written notice to the other party.
9. Indemnification: OATS shall indemnify, release, defend, become responsible for and forever hold harmless the City, its officers, agents, employees, elected officials, attorneys, each in their official and individual capacities, subject to the provisions set forth in the Missouri Sovereign Immunity Statute, from and against all lawsuits, suits, actions, costs, claims demands, damages, disability, losses, expenses, including reasonable attorney's fees and other defense costs or liabilities, of any character and from any cause whatsoever brought because of bodily injury or death received or sustained, or loss or damage received or sustained, by any person, persons, or property arising out of or resulting from any act, error, omission, or intentional act of OATS or its agents, employees, or subcontractors, arising out of or in any way connected with the operations expressly authorized herein; provided, however, that OATS need not save harmless the City from claims, demands, losses and expenses arising out of the sole negligence of the City, items employees or agents. In addition, the City shall not be liable or responsible in any manner to any subcontractor with whom OATS has contracted to provide additional services under the terms of the Agreement.
10. Special conditions which apply to this Agreement are as follows (*specify "none" if none apply*):  
OTHER:  
Vehicles will be parked at the Belton Senior Center. Route will start from the center. Riders will be determined by  
the Senior Center Administrator in Belton regarding riders outside the City, that may include Raymore, Lees Summit,  
and other cities near to Belton.

**Oats® INC.**  
**Agreement for Services**

**Contracting Party**

By: \_\_\_\_\_  
Alexa Barton, City Manager

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

**OATS, Inc.**

By: \_\_\_\_\_  
Dorothy Yeager, Executive Director

Date: \_\_\_\_\_ Regional Director's initials: \_\_\_\_\_

Special Billing Number: **7029**

Check one:  Rural  
 Urban

**Charter Checklist**

Does this service support OATS' program purposes (must check one)?:

- YES – Not considered charter; no further action required.
- NO – Is contracting party a Qualified Human Service Org.?
  - Yes - Funding source #: \_\_\_\_\_ (from FTA List)
  - No – Contact Home Office for instruction

# SECTION VII

## A

**R2018-41**

**A RESOLUTION APPOINTING MEMBERS OF THE BELTON NATURE AREA ADVISORY BOARD.**

**WHEREAS**, on August 22, 2017, Resolution R2017-35 was approved adopting the Belton Nature Area Project Description along Oil Creek and establishing the Belton Nature Area Advisory Board of voting and non-voting members; and

**WHEREAS**, voting members shall serve for a 3 year term with the initial terms staggered; and

**WHEREAS**, on June 12, 2018, the City Council approved Resolution R2018-34 amending the non-voting members of the Advisory Board; and

**WHEREAS**, the Belton Director of Public Works (or his/her designee) and the Belton Director of Parks and Recreation (or his/her designee) shall be permanent members of the Advisory Board; and

**WHEREAS**, Jeff Fletcher is hereby appointed to serve as a member of the Belton Nature Area Advisory Board until July 1, 2019; and

**WHEREAS**, Terry Ward is hereby appointed to serve as a member of the Belton Nature Area Advisory Board until July 1, 2020; and

**WHEREAS**, Gary Mallory is hereby appointed to serve as a member of the Belton Nature Area Advisory Board until July 1, 2021; and

**WHEREAS**, Tom Hines is hereby appointed to serve as a non-voting member of the Belton Nature Area Advisory Board representing Belton Boy Scout Troop 111; and

**WHEREAS**, Doug Horne is hereby appointed to serve as a non-voting member of the Belton Nature Area Advisory Board representing Belton Boy Scout Troop 210; and

**WHEREAS**, Paul Fyffe is hereby appointed to serve as a non-voting member of the Belton Nature Area Advisory Board representing Belton Boy Scout Troop 510; and

**WHEREAS**, David Parker is hereby appointed to serve as a non-voting member of the Belton Nature Area Advisory Board representing Belton Boy Scout Troop 160; and

**WHEREAS**, Tim Collins is hereby appointed to serve as a non-voting member of the Belton Nature Area Advisory Board representing Belton Boy Scout Troop 717; and

**WHEREAS**, John Baker is hereby appointed to serve as a non-voting member of the Belton Nature Area Advisory Board representing the Belton Police Department; and



WHEREAS, Robert Sperry is hereby appointed to serve as a non-voting member of the Belton Nature Area Advisory Board representing Belton Fire Department.

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

**SECTION 1.** That the following named individuals constitute the Belton Nature Area Advisory Board, being appointed for three (3) year terms (initial terms staggered), or until their successor(s) is duly appointed

<u>NAME</u>	<u>TERM</u>
Celia Duran	Permenant
Brian Welborn	Permenant
<b>Jeff Fletcher</b>	<b>July 1, 2019</b>
<b>Terry Ward</b>	<b>July 1, 2020</b>
<b>Gary Mallory</b>	<b>July 1, 2021</b>

Non-Voting Members

Tom Hines, representing Boy Scout Troop 111  
Doug Horne, representing Boy Scout Troop 210  
Paul Fyffe, representing Boy Scout Troop 510  
David Parker, representing Boy Scout Troop 160  
Tim Collins, representing Boy Scout Troop 717  
John Baker, representing the Belton Police Department  
Robert Sperry, representing the Belton Fire Department

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

Duly read and passed this 28<sup>th</sup> day of August, 2018.

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

ATTEST:

\_\_\_\_\_  
Andrea Cunningham, City Clerk  
of the City of Belton, Missouri

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

I, Andrea Cunningham, 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 28<sup>th</sup> day of August, 2018 and adopted at a regular meeting of the City Council held the 28<sup>th</sup> day of August, 2018 by the following vote, to wit:

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

\_\_\_\_\_  
Andrea Cunningham, City Clerk  
Of the City of Belton, Missouri



CITY OF BELTON, MISSOURI  
APPLICATION FOR APPOINTMENT TO CITY  
BOARDS AND COMMISSIONS

Date 6/21/18

\*Board/Commission of interest Belton Nature Advisory Board

\*Name Jeffrey Fletcher

\*Phone# 816 223 8731

\*Home Address 16310 Slater Ave  
Belton MO 64012

\*Do you reside within the city  
limits of Belton? (circle one)

Yes  No

\*E-mail jeff@fletcherforms.com

Length of residence in Belton 24 yrs

Why are you interested in serving on this Board or Commission? It is  
so much needed for this area  
for the Boy Scouts

List other service on local boards or commission: City Council

Other qualifications you have that may be helpful in serving on this particular board:

In my Ward

Signature: Jeffrey Fletcher

\*Required information



CITY OF BELTON, MISSOURI  
APPLICATION FOR APPOINTMENT TO CITY  
BOARDS AND COMMISSIONS

Date 07/02/2018

\*Board/Commission of interest Nature area advisory board

\*Name Terry Ward

\*Phone# 913-634-6833

\*Home Address 7007 E. 160th st.  
Belton, MO 64012

\*Do you reside within the city  
limits of Belton? (circle one)

Yes    No

\*E-mail terryw@boelte.com

Length of residence in Belton 28 years

Why are you interested in serving on this Board or Commission? \_\_\_\_\_

It has been requested that a member of the Park Board be included on this board.

List other service on local boards or commission: \_\_\_\_\_

The chairman of the Building & Grounds for the Park Board,

Commissioner on the Charter Review Committee, and current Park Board President.

Other qualifications you have that may be helpful in serving on this particular board:

I live within a couple of blocks from the proposed Nature area

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

A handwritten signature in cursive script that reads "Terry Ward".

\*Required information

Updated 1/6/2015

F:\Board and Commission info\application board & commissions.doc



CITY OF BELTON, MISSOURI  
APPLICATION FOR APPOINTMENT TO CITY  
BOARDS AND COMMISSIONS

Date 6/20/2018

\*Board/Commission of interest Belton Nature Advisory Board

\*Name Gary L Mallory

\*Phone# 816-820-8740

\*Home Address 519 London Way  
Belton, MO. 64012

\*Do you reside within the city  
limits of Belton? (circle one)

Yes  No

\*E-mail ca55mallor7@yahoo.com

Length of residence in Belton 51 years

Why are you interested in serving on this Board or Commission? its a project that I have had an interest in for many years and would like to see it come to fruition to provide opportunities for the citizens of our community

List other service on local boards or commission: Planning Commission - Bldg & Fire Prevention Code Board of Appeals -

Other qualifications you have that may be helpful in serving on this particular board:

Background in Scouting as a young person - worked as a member of several governmental boards & commissions

Signature: Gary L Mallory

\*Required information



CITY OF BELTON, MISSOURI  
APPLICATION FOR APPOINTMENT TO CITY  
BOARDS AND COMMISSIONS

Date 5/24/18

\*Board/Commission of interest BELTON NATURE AREA ADVISORY BOARD

\*Name DOUG HORNE

\*Phone# 816 215 7828

\*Home Address 16210 SPEAKER  
BELTON MO 64012

\*Do you reside within the city  
limits of Belton? (circle one)

Yes  No

\*E-mail horne\_robin@att.net

Length of residence in Belton 25 yrs

Why are you interested in serving on this Board or Commission? I AM

A SCOUTMASTER FOR TROOP 210 IN BELTON,  
AND WOULD LIKE TO HELP GUIDE THE  
CITY IN THE FUTURE OF THE NATURE AREA

List other service on local boards or commission: N/A

Other qualifications you have that may be helpful in serving on this particular board:

I HAVE BEEN INVOLVED IN BOY SCOUTS OF  
AMERICA FOR OVER 20 YEARS, AND UNDERSTAND  
THE IMPORTANCE OF LOCAL PUBLIC LAND

Signature: [Handwritten Signature]

\*Required information



CITY OF BELTON, MISSOURI  
APPLICATION FOR APPOINTMENT TO CITY  
BOARDS AND COMMISSIONS

Date 21 Aug 2018

\*Board/Commission of interest NATURE AREA PROJECT

\*Name DAVID PARKER

\*Phone# 816.809.2630

\*Home Address 2100 SW Rambling Way  
Loes Summit, MO 64082

\*Do you reside within the city  
limits of Belton? (circle one)

Yes  No

\*E-mail dave.theframer@aol.com  
framer

Length of residence in Belton \_\_\_\_\_

Why are you interested in serving on this Board or Commission? Boy Scouts

List other service on local boards or commission: BSA TROOP 160,  
Belton, MO

Other qualifications you have that may be helpful in serving on this particular board:

Lifetime Boy Scout

Signature:

\*Required information



CITY OF BELTON, MISSOURI  
APPLICATION FOR APPOINTMENT TO CITY  
BOARDS AND COMMISSIONS

Date 8/21/17

\*Board/Commission of interest NATURE AREA PROJECT

\*Name PAUL FYFFE

\*Phone# 816-935-5013

\*Home Address 21612 S. MARTHA  
PECULIAR, MO 64078

\*Do you reside within the city  
limits of Belton? (circle one)

Yes  No

\*E-mail PFYFFE127@AOL.COM

Length of residence in Belton \_\_\_\_\_

Why are you interested in serving on this Board or Commission? BECAUSE  
OF MY SCOUTING EXPERIENCE AND  
I LIKE HELPING INTOWN

List other service on local boards or commission: PARK BOARD BRIEFLY  
UNTIL I MOVED

Other qualifications you have that may be helpful in serving on this particular board:

Signature: Paul A. Fyffe

\*Required information





CITY OF BELTON, MISSOURI  
APPLICATION FOR APPOINTMENT TO CITY  
BOARDS AND COMMISSIONS

Date 21-Aug-2018

\*Board/Commission of interest (Boy Scouts) Nature Area Project

\*Name Tom Hines (Thomas E. Hines III) \*Phone# 816 582-4999

\*Home Address 7803 E. 161<sup>st</sup> Street  
Belton, Mo 64012

\*Do you reside within the city  
limits of Belton? (circle one)

Yes  No

\*E-mail thines01@yahoo.com

Length of residence in Belton 19 years

Why are you interested in serving on this Board or Commission? \_\_\_\_\_

I AM A SCOTMASTER IN THE BOY SCOUTS OF AMERICA

List other service on local boards or commission: \_\_\_\_\_

Other qualifications you have that may be helpful in serving on this particular board:

American Legion Post 0488 (Commander)

Spirit TRAIL DISTRICT VICE CHAIR

Signature: [Handwritten Signature]

\*Required information



CITY OF BELTON, MISSOURI  
APPLICATION FOR APPOINTMENT TO CITY  
BOARDS AND COMMISSIONS

Date 21 Aug 2018

\*Board/Commission of interest NATURE AREA PROJECT

\*Name Tim Collins

\*Phone# 816-718-8611

\*Home Address 24100 S Phoenix  
Peckham, MO 64078

**PK** Do you reside within the city  
limits of Belton? (circle one)

~~Belton, MO 64072~~

Yes  No

\*E-mail tcollins17@sbcglobal.net

Length of residence in Belton \_\_\_\_\_

Why are you interested in serving on this Board or Commission? BSA

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

List other service on local boards or commission: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Other qualifications you have that may be helpful in serving on this particular board:

BSA

\_\_\_\_\_  
\_\_\_\_\_

Signature: [Handwritten Signature]

\*Required information



CITY OF BELTON, MISSOURI  
APPLICATION FOR APPOINTMENT TO CITY  
BOARDS AND COMMISSIONS

Date 06-14-2018

\*Board/Commission of interest NATURE AREA ADVISORY BOARD

\*Name SGT. JOHN BAKER (BELTON PD)

\*Phone# 816 808 9010

\*Home Address 524 BUENA VISTA DR  
BELTON, MO 64012

\*Do you reside within the city  
limits of Belton? (circle one)

Yes     No

\*E-mail JBAKER@BELTONPD.ORG

Length of residence in Belton 18 YEARS

Why are you interested in serving on this Board or Commission? \_\_\_\_\_

POLICE REPRESENTATIVE.

List other service on local boards or commission: \_\_\_\_\_

Other qualifications you have that may be helpful in serving on this particular board:

REGISTERED SCOUTER WITH BOY SCOUT TROOP 111 &

CUB SCOUT PACK 111

Signature: SGT. [Signature] ISSN 108

\*Required information



CITY OF BELTON, MISSOURI  
APPLICATION FOR APPOINTMENT TO CITY  
BOARDS AND COMMISSIONS

Date 6-19-18

\*Board/Commission of interest Belton Nature Area

\*Name Robert Sperry

\*Phone# 816-225-4355

\*Home Address 607 Sivley  
Peculiar, Mo 64078

\*Do you reside within the city  
limits of Belton? (circle one)

Yes  No

\*E-mail rsperry@beltonfire.org

Length of residence in Belton \_\_\_\_\_

Why are you interested in serving on this Board or Commission? To improve  
the community,

List other service on local boards or commission: Belton Fire Marshal

Other qualifications you have that may be helpful in serving on this particular board:

Boy Scout, 30 years

Signature: R Sperry

\*Required information

# **SECTION VII**

## **B**

**R2018-42**

**A RESOLUTION APPROVING TASK AGREEMENT 2018-5 WITH TREKK DESIGN GROUP, LLC TO PERFORM DESIGN AND CONSTRUCTION SERVICES FOR THE HARGIS LAKE AREA SANITARY SEWER IN THE AMOUNT OF \$42,330.88.**

**WHEREAS**, the City Council for the City of Belton, Missouri, understands it is necessary, desirable, advisable and in the public interest to maintain sanitary sewer infrastructure to meet near and long term needs; and

**WHEREAS**, the City has the authority and follows Article IV, Division II, Section 2-921 Purchasing Procedure of the Ordinances of the City of Belton, Missouri, to approve contracts for services thereto; and

**WHEREAS**, on April 14, 2016 under Ordinance No. 2016-4190, the City Council approved an On-Call Engineering Professional Services Agreement with TREKK Design Group, LLC; and

**WHEREAS**, the City of Belton has been investigating sanitary sewer and stormwater improvements to address complaints of residents as well as performing evaluations of the Hargis Lake area; and

**WHEREAS**, the Hargis Lake area sewer systems have been investigated with a mix of CCTV camera, smoke testing, and historic data to evaluate where stormwater could rise to cause the surcharging that has been reported in this area. The investigations detected a segment of sanitary sewer in the Hargis Lake area which, according to TREKK Design Group, LLC, upon upsizing will better accommodate the system from surcharging during peak flow events; and

**WHEREAS**, based on investigations performed by TREKK Design Group, LLC, it is recommended that the City increase the capacity of the sanitary sewer from 8-inch diameter to 10-inch diameter in the Hargis Lake area. The increase in capacity will accommodate large peak flows observed during storm events due to inflow and infiltration; and

**WHEREAS**, the City Council believes that it is in the best interest of the citizens of Belton to authorize and approve Task Agreement 2018-5 with TREKK Design Group, LLC to provide design and construction services for the Hargis Lake area sanitary sewer in the amount of \$42,330.88, which is attached to this resolution as **Exhibit A**.

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

**SECTION 1.** That Task Agreement 2018-5 with TREKK Design Group, LLC to perform design and construction services for the Hargis Lake area sanitary sewer in the amount of \$42,330.88 is hereby approved for purposes described above.

**SECTION 2.** The City Manager and Acting Director of Public Works are authorized and directed to execute the task agreement on behalf of the City.

**SECTION 3.** That this resolution shall be in full force and effect from and after its passage and approval.

Duly read and passed this 28<sup>th</sup> day of August, 2018.

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

ATTEST:

\_\_\_\_\_  
Andrea Cunningham, City Clerk  
of the City of Belton, Missouri

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

I, Andrea Cunningham, 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 28<sup>th</sup> day of August, 2018 and adopted at a regular meeting of the City Council held the 28<sup>th</sup> day of August, 2018 by the following vote, to wit:

AYES:            COUNCILMEN:

NOES:           COUNCILMEN:

ABSENT:        COUNCILMEN:

\_\_\_\_\_  
Andrea Cunningham, City Clerk  
Of the City of Belton, Missouri



## CITY OF BELTON CITY COUNCIL INFORMATION FORM

**AGENDA DATE:** August 28, 2018

**DIVISION:** Engineering

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

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

**BACKGROUND:**

The City of Belton has been investigating sanitary sewer and stormwater improvements to address complaints of residents as well as performing evaluations of the Hargis Lake area. The Hargis Lake area sewer systems have been investigated with a mix of CCTV camera, smoke testing, and historic data to evaluate where stormwater could rise to cause the surcharging that has been reported in this area. The investigations detected a segment of sanitary sewer in the Hargis Lake area which, according to TREKK Design Group, LLC, upon upsizing will better accommodate the system from surcharging during peak flow events.

**ISSUE/RECOMMENDATION:**

Based on investigations performed by TREKK Design Group, it is recommended that the City increase the capacity of the sanitary sewer from 8-inch diameter to 10-inch diameter in the Hargis Lake area as shown on the attached map. The increase in capacity will accommodate large peak flows observed during storm events due to inflow and infiltration. Due to the limited access to the sanitary sewer and its general location, the suggested method is pipe bursting. Pipe bursting will reduce the disturbance to neighbors and yards during construction while providing a method to increase the pipe size in the area of interest. City staff recommends TREKK Design Group, LLC perform design and construction services for the Hargis Lake area sanitary sewer in an amount of \$42,330.88 under the On-Call Engineering Agreement per Ordinance 2016-4190.

**IMPACT/ANALYSIS:**

**FINANCIAL IMPACT**

Consultant:	TREKK Design Group, LLC
Amount of Request/Contract:	\$ 42,330.88
Amount Budgeted:	\$ 500,000
Funding Source:	Public I&I Program
Additional Funds:	\$ n/a
Funding Source:	n/a
Encumbered:	\$ 38,477.15
Funds Remaining:	\$ 419,191.97

**STAFF RECOMMENDATION:**

Approve a resolution of the City of Belton, Missouri for Task Agreement 2018-5 with TREKK Design Group, LLC to perform design and construction services for the Hargis Lake area sanitary sewer in the amount of \$42,330.88.

**LIST OF REFERENCE DOCUMENTS ATTACHED:**

- Resolution
- Task Agreement 2018-5 with TREKK Design Group and Scope of Work
- Map Showing Hargis Lake Area Sanitary Sewer Improvement





DESIGN GROUP, LLC

A D/WBE, SBA 8(A), WOSB Certified  
Civil Engineering Firm

## Letter of Transmittal

- Transmittal Delivered in Person
- Transmittal Delivered by Courier
- Transmittal Mailed
- Transmittal Mailed (Overnight UPS)
- Transmittal Faxed
- Transmittal Emailed

**RE: TREKK Contract – Hargis Lake Sanitary Sewer Design**

To:	City of Belton, MO	Date:	8/3/18
Attn:	Mr. Michael Christopher	TREKK Job No.:	18-031
Address:	520 Main Street	Job Name:	Hargis Lake Sanitary Sewer
City, State, Zip:	Belton, MO 64012		Design

We are sending you the following items:

Copies	Description
1	PDF Contracts

REMARKS:

Mr. Christopher,

Enclosed is a task agreement for the above mentioned project. Please sign and return one fully executed copy to Kimberly Robinett for our records. Please give me a call if you have any questions.

Thank you for the opportunity,

Copy To: File

Kimberly Robinett  
Managing Partner



### City of Belton – Public Works Task Agreement

Contract: Hargis Lake Sewer Design

Ordinance or Resolution:	Task Agreement No: 2018-5	Funding Amount: \$42,330.88 Purchase Order No :n/a
--------------------------	---------------------------	-------------------------------------------------------

Project Title: Hargis Lake Sewer Design

Contractor/Consultant (including subs):  TREKK Design Group, LLC	Division and Staff Project Manager:  Public Works- Engineering Department – Mr. Michael Christopher
------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------

Project Management Manual reviewed: Yes	Attachments: TREKK Contract
-----------------------------------------	-----------------------------

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

I have attached our professional services contract proposal for the Hargis Lake Sewer Design. The purpose of this is to provide professional design services for the design, bidding and construction, construction administration and project closeout for the upsizing of the sanitary sewer serving the Hargis Lake area.

Staff Signatures		Partner Signatures	
<b>Acting Director of Public Works:</b> David Clements	<b>City Manager:</b> Alexa Barton	<b>Project Manager</b> Justin Likes	<b>Company Principal (if different):</b> Kimberly Robinett
Signature: _____	Signature: _____	Signature: <i>[Handwritten Signature]</i>	Signature: <i>[Handwritten Signature]</i>
Date: _____	Date: _____	Date: <i>8-8-18</i>	Date: <i>8-8-18</i>

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

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

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

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

Attach scope of work, budget, and other supporting material



A D/WBE, SBA 8(A), WOSB Certified  
Civil Engineering Firm

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August 3, 2018

City of Belton, MO  
Mr. Michael Christopher, City Engineer  
520 Main Street  
Belton, MO, 64012  
Mchristopher@belton.org

**RE: Hargis Lake Sanitary Sewer Improvements**

Dear Mr. Christopher,

I have attached our professional services contract proposal for the Hargis Lake Sanitary Sewer Improvements. This sanitary sewer improvement project includes the design, bidding and construction, construction administration and project closeout for the upsizing of the sanitary sewer serving the Hargis Lake area.

This professional services Task Agreement is part of and shall be completed in accordance with Terms and Conditions of the master ON-CALL PROFESSIONAL SERVICES AGREEMENT signed and dated 4-14-16.

On behalf of TREKK, I appreciate the opportunity to work with you on this project. Thanks for the continued support of TREKK Design Group and for letting us live out our passion in the community of Belton. Should you require additional information, please do not hesitate to contact me at (816)874-4661.

Sincerely,

Justin Likes  
Project Manager  
TREKK Design Group, LLC

Please find our proposal below for the above mentioned project. Hereinafter, TREKK Design Group, LLC will be defined as the Consultant, and City of Belton, MO will be defined as the Client.

### **Scope of Services provided by Consultant**

#### **Article 1**

#### **Scope of Services**

### **SCOPE OF WORK FOR HARGIS LAKE SANITARY SEWER IMPROVEMENTS CITY OF BELTON, MISSOURI**

This sanitary sewer improvement project includes the design, bidding and construction, construction administration and project closeout for the upsizing of the sanitary sewer serving the Hargis Lake area.

#### **PROJECT ADMINISTRATION:**

1. TREKK will hold a project kickoff meeting with stakeholders.
2. TREKK's in-house project management, administration, budget tracking, and monthly billing.
3. TREKK will hold project progress meetings (Up to 4).

#### **PRE-DESIGN PHASE**

1. TREKK will review the existing conditions, utilities, topography and drainage within the project area.
2. TREKK will conduct an inspection of existing site conditions via project walk through to identify ways to minimize disruption to existing property owners and service.
3. TREKK will review and update the hydraulic analysis based on the survey data to verify improvement limits of the project.
4. TREKK will contract with a geotechnical firm to conduct up to four (4) geotechnical bores near the existing sanitary sewer alignment. Soil types and condition, rock location, and groundwater elevation will be evaluated to determine the constructability for the improvements.
5. TREKK will conduct one (1) meeting with the CITY to review the pre-design analysis and recommended improvements.

#### **PRELIMINARY PLAN DEVELOPMENT (60% SUBMITTAL)**

1. TREKK will prepare preliminary plans in accordance with CITY construction standard specifications, design criteria, and standard details. Preliminary plans will include a title sheet, survey control sheet, general layout and notes sheet, plan and profile sheets and detail sheets.
2. TREKK will prepare a preliminary construction cost estimate.
3. TREKK will perform an internal quality control/quality assurance on the plans and construction cost estimate prior to review submittal.
4. TREKK will distribute plans to utilities for coordination and review.
5. TREKK will conduct one (1) review meeting with the CITY to review the 60% plans.
6. TREKK will address CITY comments.

#### **FINAL PLAN DEVELOPMENT (100% SUBMITTAL)**

1. TREKK will prepare 100% plans including a title sheet, survey control sheet, general layout and notes sheet, plan and profile sheets and detail sheets.
2. TREKK will conduct a plan in hand field check to verify field conditions for final design.
3. TREKK will prepare a final construction cost estimate.
4. TREKK will prepare project specifications in accordance with CITY construction standard specifications, design criteria, and standard details. Any specifications needed not covered by City standards will be prepared.
5. TREKK will perform an internal quality control/quality assurance on the final plans and specifications and cost estimate prior to review submittal.
6. TREKK will conduct one (1) review meeting with the CITY to review the final 100% plans and specifications.
7. TREKK will prepare an MDNR sewer extension permit application and land disturbance permit application and submit to MDNR for approval.
8. TREKK will distribute final plans to utilities for coordination and review.
9. TREKK will revise the plans and specifications per MDNR and CITY comments.
10. TREKK will submit final project documents to CITY for bid.

#### **PROJECT BIDDING FOR CONSTRUCTION**

1. TREKK will submit final project plans and specifications to Drexel Technologies for advertisement and distribution for bidding. TREKK will keep a plan holders log.
2. TREKK will respond to Bidder questions during the bidding period. TREKK will keep a log of all Bidder questions and responses.
3. TREKK will prepare up to three (3) addendums.
4. TREKK will assist CITY in conducting one (1) pre-bid meeting with perspective bidders. TREKK will take minutes at the pre-bid meeting and distribute to all bidders prior to bidding.
5. TREKK will attend bid opening.
6. TREKK will review bids and prepare a recommendation to the CITY.

#### **CONSTRUCTION ADMINISTRATION**

1. TREKK will conduct a pre-construction conference with the Contractor and CITY. TREKK will prepare agenda and take minutes for the pre-construction conference. TREKK will distribute minutes to all parties.
2. TREKK will review and approve or require re-submittal of all shop drawings and samples submitted by the Contractor. Shop drawings will be reviewed only for conformance with contract documents. Reviews will not extend to means, methods, techniques, sequences, or procedures of construction or safety precautions.
3. TREKK will attend up to three (3) monthly construction progress meeting with the Contractor and CITY.
4. TREKK will coordinate with Contractor on all RFIs (request for information). TREKK will keep a log of all RFIs and responses during construction.
5. TREKK will prepare up to five (5) change orders
6. TREKK will make site visits only to coordinate, review, evaluate or clarify questions or RFIs from the Contractor.

#### **PROJECT CLOSEOUT**

1. TREKK will visit the project with the Contractor and CITY to determine if the work is substantially complete. If, after considering any objections of CITY, TREKK considers the work substantially complete, TREKK will sign and submit a certificate of Substantial Completion to CITY and Contractor.

2. TREKK will conduct a final visit with CITY and Contractor to determine if the completed work is acceptable so that TREKK may recommend, in writing, final payment to Contractor.
3. TREKK will complete all documents required by CITY and MDNR for acceptance of the project and all documents required to closeout permits.
4. TREKK will prepare record drawings showing appropriate record information based on project annotated record documents received from the contractor, and furnish drawings to CITY.

END OF SCOPE OF SERVICES

**Article 2**  
Additional Services

All additional work required by the client will be billed on an hourly basis according to the rate schedule attached, or at a negotiated lump sum fee. Extra work would include, but not be limited to:

- Changes in Scope of Services.
- Change in contract duration/Monitoring period.
- Preparation of temporary or permanent easement documents
- Easement acquisition
- Construction observation services
- MDNR permit application fee
- Construction staking

**Article 3**  
Client Responsibilities

- The Client shall provide full information regarding existing information in regard to all existing utility infrastructure and land-use data, future development plans, including survey information.

**Article 4**  
Contract Fee and Billing

The Client shall compensate TREKK Design Group for Scope of Services described above and in accordance with the attached fee proposal.

1. For the **HARGIS LAKE SEWER SANITARY SEWER IMPROVEMENTS** compensation shall be based on unit rates and hourly costs, not to exceed the amount of (\$ 42,330.88) as outlined in the 2018 Compensation for Professional Engineering Services by reference herein, and attached as Attachment A.

All work shall be performed according to **our Standard Terms and Conditions of Contract**, incorporated into the master ON-CALL PROFESSIONAL SERVICES AGREEMENT signed and dated 4-14-16.

**Article 5**  
**Schedule**

The project Schedule is as follows:

Project NTP	August 2018
Preliminary Plan Development	August 2018
Final Plan Development	September 2018
Project Bidding for Construction	October – November 2018
Construction Administration	December 2018 – July 2019
Project Closeout	July 2019



A D/WBE, SBA 8(A), WOSB Certified  
Civil Engineering Firm

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**Exhibit A**  
**TREKK Design Group, LLC**  
**STANDARD TERMS AND CONDITIONS OF CONTRACT**

**1. RIGHT of ENTRY:**

The Client will provide for right of entry for Consultant in order to complete the work. While Consultant will take all reasonable precautions to minimize any damage to the property, it is understood by Client that in the normal course of work some damage may occur the correction of which is not part of this Agreement.

**2. CONSTRUCTION SITE OBSERVATION:**

At construction sites, the presence of Consultant field representatives will be for the purpose of providing observation of only the work with which Consultant has agreed to be involved. Opinion of Consultant as to the contractor's adherence to plans and specifications will be reported. Our work does not include supervision or direction of the actual work of the contractor, their employees or agents. The Contractor should also be informed that neither the presence of our field representative nor the observation by our firm shall excuse him in any way for defects discovered in their work, it is understood that our firm will not be responsible for job or site safety on this project. Job and site safety will be the sole responsibility of the contractor.

**3. INVOICES:**

Consultant will submit invoices to the Client monthly and a final bill upon completion of services. Payment is due upon presentation of invoice and is past due thirty (30) days from each invoice date. Client agrees to pay a finance charge of one and one-half percent (1.5%) per month, or the maximum rate allowed by law, on past due accounts.

**4. OWNERSHIP of DOCUMENTS:**

All reports, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by Consultant as instruments of service shall remain the property of Consultant. Client agrees that all reports and other work furnished to the Client or their agents, which are not paid for will be returned upon demand and will not be used by the Client for any purpose whatsoever.

**5. STANDARD of CARE:**

Service performed by Consultant under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other warranty, expressed or implied, is made.

**6. LIMITATION of LIABILITY:**

In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant and Consultant's officers, directors, partners, employees, shareholders, owners and sub consultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Consultant and Consultant's officers, directors, partners, employees, shareholders, owners and sub consultants shall not exceed the Consultant's total fee for services rendered on this Project. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

**7. INSURANCE and INDEMNIFICATION:**

Consultant and the consultants employed by it are protected by worker's compensation insurance and that Consultant has such coverage under public liability and property damage insurance policies which Consultant deems to be adequate. Certificates for all such policies of insurance shall be provided to Client upon request in writing. Within the limits and conditions of such insurance, Consultant agrees to indemnify and hold Client harmless from and against damage, liabilities or costs to the extent caused by the negligent acts



by Consultant, and consultants employed by it. Consultant shall not be responsible for any loss, damage or liability beyond the amounts, limits, and conditions of such insurance.

**8. ASSIGNMENT:**

Neither the Client nor Consultant shall sublet, transfer or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to sub consultants, normally contemplated by the Consultant as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

**9. TERMINATION:**

This Agreement may be terminated by either party upon ten (10) days written notice in the event of substantial failure by the other part to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, Consultant shall be paid for services performed to the termination notice date plus reasonable termination expenses.

**10. PRECEDENCE:**

These Provisions and Agreement supersede all prior agreements and understandings and may be changed only by written amendment executed by both parties.

**11. REIMBURSABLE EXPENSES:**

Reimbursable Expenses are in addition to the Design Fee and shall be billed to the Client at 1.1 times our direct cost. Reimbursable expenses shall include but not be limited to all shipping and mailing cost, courier services, travel, long distance telephone and facsimiles, supplies, printing and photographic reproductions.

**12. ATTORNEY'S FEES and EXPENSES:**

The Client agrees to reimburse the Consultant for all attorney's or collection agency fees, expenses, and court cost incurred to collect any amount due under this Contract.

**13. ADDITIONAL SERVICES:**

Any work required in addition to that detailed in this Contract will be billed on an hourly basis according to our then current rates or a negotiated lump sum fee. Extra work will include, but not limited to: Changes in the Scope of Services; Changes made in response to program changes; Changes due to revision of site/base information provided by others; Changes due to error of contractor during construction; and Design modifications requested by the client subsequent to prior approval.

**14. HOURLY RATES:**

Hourly rates are as defined in contract agreement.

**15. SCHEDULE:**

The Consultant shall perform its services as expeditiously as is consistent with professional skill and care and the orderly progress of the Project, but not subject to any firm schedule or completion date unless expressly outlined in the contract documents. The Client acknowledges that Client-directed changes, unforeseen conditions, and other delays may affect the completion of the Design services. Client waives any and all claims for consequential, incidental, and business interruption damages directly or indirectly related to the timeliness of the commencement, undertaking, and completion of Design services. In no event shall the Consultant have control over or responsibility for any contractor's or vendor's performance schedule.

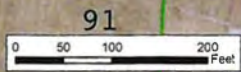




# Sanitary Sewer Map - Hargis Lake



Sanitary Manhole  
 Sanitary Sewer



**INFORMATION DISCLAIMER:** Data layers were compiled from various sources and are NOT to be construed or used as a "legal description". While the City of Belton has attempted to ensure that the information contained in these data layers is accurate, the City of Belton expressly disclaims all warranties of any type, expressed or implied, including but not limited to, any warranty as to the accuracy of the data, merchantability, or fitness for a particular purpose. Independent verification of all data contained herein should be obtained by any user of this map. The City of Belton does not assume any liability for any errors, omissions, or inaccuracies in the information provided regardless of the cause of such or for any decision made, action taken, or action not taken by the user in reliance upon any data provided herein.

*\* Larger Print document available at meeting*

# SECTION VII C

**R2018-43**

**A RESOLUTION OF THE CITY OF BELTON, MISSOURI APPROVING TASK AGREEMENT 2018-4 WITH TREKK DESIGN GROUP, LLC TO PROVIDE ENGINEERING DESIGN SERVICES FOR REPLACEMENT OF APPROXIMATELY 4,000 LINEAR FEET OF WATER MAIN IN THE AMOUNT OF \$109,400.45.**

**WHEREAS**, the City Council for the City of Belton, understands it is important to make necessary upgrades and replacements to the City's water infrastructure on an annual basis; and

**WHEREAS**, the City has the authority and follows Article IV, Division II, Section 2-921 Purchasing Procedure of the Ordinances of the City of Belton, Missouri, to approve contracts for services thereto; and

**WHEREAS**, on March 22, 2016 under Ordinance No. 2016-4190, the City Council approved an On-Call Engineering Services Agreement with TREKK Design Group, LLC; and

**WHEREAS**, TREKK Design Group, LLC has provided exemplary services for the City of Belton in the field of engineering design and evaluation for the past 10 years with an increasing involvement in water systems with municipalities around the Kansas City Metropolitan area; and

**WHEREAS**, this task agreement with TREKK Design Group, LLC is necessary to evaluate and perform design services for approximately 4,000 linear feet of water main replacement; and

**WHEREAS**, the City's adopted 5-year Capital Improvements Program (CIP), approved on May 9, 2017, includes funds to replace aging or undersized water lines within the City of Belton. The water lines proposed to be replaced as part of this project consist of 4-inch cast iron water lines, which are over 60 years old and beyond their useful life. The selected water lines on Brookview Dr., Pawnee Ln., S. Cedar St., and Hollywood Blvd. have a history of repeated breaks (over 20 water main breaks this year) making them the highest priority for replacement. The water lines will be replaced with 8-inch water lines which will better service water customers and will be relocated out from under the roadway in areas where possible; and

**WHEREAS**, the City Council believes approving Task Agreement 2018-4 with TREKK Design Group, LLC in the amount of \$109,400.45 to provide engineering design services for approximately 4,000 linear feet of water main replacement is beneficial to the citizens of Belton and the water distribution system.

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

**SECTION 1.** That Task Agreement 2018-4, herein attached and incorporated as **Exhibit A**, with TREKK Design Group LLC to provide engineering design services for approximately 4,000 linear feet of water main replacement in the amount of \$109,400.45 is hereby approved for purposes described above.

**SECTION 2.** The City Manager and Director of Public Works are authorized and directed to execute the task agreement on behalf of the City.

**SECTION 3.** That this resolution shall be in full force and effect from and after its passage and approval.

Duly read and passed this 28<sup>th</sup> day of August, 2018.

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

ATTEST:

\_\_\_\_\_  
Andrea Cunningham, City Clerk  
of the City of Belton, Missouri

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

I, Andrea Cunningham, 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 28<sup>th</sup> day of August, 2018 and adopted at a regular meeting of the City Council held the 28<sup>th</sup> day of August, 2018 by the following vote, to wit:

AYES:                      COUNCILMEN:

NOES:                      COUNCILMEN:

ABSENT:                      COUNCILMEN:

\_\_\_\_\_  
Andrea Cunningham, City Clerk  
Of the City of Belton, Missouri



## CITY OF BELTON CITY COUNCIL INFORMATION FORM

**AGENDA DATE:** August 28, 2018

**DIVISION:** Water Services/Public Works

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

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

**ISSUE/RECOMMENDATION:**

The City's adopted 5-year Capital Improvements Program (CIP) includes funds to replace aging or undersized water lines within the City of Belton. The water lines proposed to be replaced at this time as part of this project consist of 4-inch cast iron water lines, which are over 60 years old and beyond their useful life. The selected water lines on Brookview Dr., Pawnee Ln., S. Cedar St., and Hollywood Blvd. have a history of repeated breaks (over 20 water main breaks this year) making them the highest priority for replacement. The water lines will be replaced with 8-inch water lines which will better service water customers and will be relocated out from under the roadway in areas where possible. The attached maps show the location of water lines that are proposed to be replaced.

TREKK Design Group, LLC submitted Task Agreement No. 2018-4 under the On-Call Engineering Services Agreement per Ordinance 2016-4190 to provide evaluation and engineering design services for replacement of approximately 4,000 linear feet of water main on these four roadways.

Final design is estimated to be completed in early 2019 with construction to begin in spring 2019.

**BACKGROUND:**

The City's drinking water system currently includes roughly 26 miles of cast-iron and asbestos water lines. Replacing and upgrading these water lines are necessary to maintain our infrastructure and provide safe drinking water for our residential and commercial customers.

**IMPACT/ANALYSIS:**

**FINANCIAL IMPACT**

Contractor:	TREKK Design Group, LLC	
Amount of Request/Contract:	\$	109,400.45
Amount Budgeted:	\$	816,658.00
Funding Source:	662-0000-495-7300 WT1901	
Additional Funds:	\$	N/A
Funding Source:	N/A	
Encumbered:	\$	N/A
Funds Remaining:	\$	707,257.55

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

Approve a resolution of the City of Belton, Missouri for Task Agreement 2018-4 with TREKK Design Group, LLC to provide engineering design services for replacement of approximately 4,000 linear feet of water main in the amount of \$109,400.45.

**LIST OF REFERENCE DOCUMENTS ATTACHED:**

Resolution

Task Agreement No. 2018-4 & Scope of Work

Maps of Proposed Water Line to be replaced



EXHIBIT  
A



**City of Belton – Public Works  
Task Agreement**

Contract: Belton Water Main Replacement Project

Ordinance or Resolution:	Task Agreement No: 2018-4	Funding Amount: \$109,400.45 Purchase Order No :n/a
--------------------------	---------------------------	--------------------------------------------------------

Project Title: Belton Water Main Replacement Project

Contractor/Consultant (including subs):  TREKK Design Group, LLC	Division and Staff Project Manager:  Public Works- Engineering Department – Ms. Celia Duran
------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------

Project Management Manual reviewed: Yes	Attachments: TREKK Contract
-----------------------------------------	-----------------------------

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

I have attached our professional services contract proposal for design of approximately 4,000 LF of water main replacement.

Staff Signatures		Partner Signatures	
Acting Director of Public Works: Celia Duran	City Manager: Alexa Barton	Project Manager Justin Likes	Company Principal (if different): Kimberly Robinett
Signature _____	Signature: _____	Signature <i>Justin Likes</i>	Signature <i>Kimberly Robinett</i>
Date _____	Date _____	Date <i>7/25/18</i>	Date <i>7/25/18</i>

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

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

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

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

Attach scope of work, budget, and other supporting material



A D/WBE, SBA 8(A), WOSB Certified  
Civil Engineering Firm

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July 23, 2018

City of Belton, MO  
Ms. Celia Duran, Acting Director of Public Works  
520 Main Street  
Belton, MO, 64012  
cduran@belton.org

**RE: Belton Water Main Replacement Project**

Dear Ms. Duran,

I have attached our professional services contract proposal for Belton Water Main Replacement Project. Professional services to be provided by TREKK includes survey, preliminary and final design services for approximately 4,000 LF of water main replacement.

This professional services Task Agreement is part of and shall be completed in accordance with Terms and Conditions of the master ON-CALL PROFESSIONAL SERVICES AGREEMENT signed and dated 4-14-16.

On behalf of TREKK, I appreciate the opportunity to work with you on this project. Should you require additional information, please do not hesitate to contact me at (816)874-4661.

Sincerely,

A handwritten signature in black ink, appearing to read "Justin Likes". The signature is fluid and cursive.

Justin Likes  
Project Manager  
TREKK Design Group, LLC

Please find our proposal below for the above mentioned project. Hereinafter, TREKK Design Group, LLC will be defined as the Consultant, and City of Belton, MO will be defined as the Client.

### **Scope of Services provided by Consultant**

#### **Article 1**

#### Scope of Services

##### **TASK 100 – PROJECT ADMINISTRATION:**

100. TREKK's in-house project management, administration, budget tracking, and monthly billing
101. CONSULTANT will hold a project kickoff meeting with OWNER.

##### **TASK 200 – PRELIMINARY DESIGN:**

200. CONSULTANT will conduct field and record investigations and pipeline route surveys.
  - A. CONSULTANT will perform site inspection and prepare a photo log to document existing field conditions along proposed alignment.
  - B. CONSULTANT will collect record dwgs from the OWNER.
  - C. CONSULTANT will perform coordinate with other utilities.
  - D. CONSULTANT will perform topographic survey along the pipeline alignment.
    - i. The CONSULTANT will verify and establish project control.
    - ii. The CONSULTANT will perform +/- 4,000 LF of topographic survey;
    - iii. Topographic survey of identified areas and locate all existing utilities, buildings, trees 6" and larger, fences, signs, drives, and cross section road every 50' min. Existing roadway, storm sewer, utilities, easement and right-of-way information will be reviewed and compared to the existing information.
    - iv. The CONSULTANT will establish existing right-of-way based on GIS, recorded plats, field evidence.
  - E. CONSULTANT will collect GIS data from the OWNER.
201. CONSULTANT will prepare and distribute preliminary strip maps to the OWNER and to existing utility companies.
202. CONSULTANT will prepare 60% construction drawings.
203. CONSULTANT will submit 60% construction drawings
204. CONSULTANT will prepare estimate of probable cost.
205. CONSULTANT will attend up to one (1) review meeting to review drawings.

##### **TASK 300 –FINAL DESIGN:**

300. CONSULTANT will prepare 100% construction drawings.
301. CONSULTANT will submit 100% construction drawings.
302. CONSULTANT will prepare estimate of probable cost.
303. CONSULTANT will prepare SWPPP.
304. CONSULTANT will prepare specifications.
305. CONSULTANT will complete DNR permitting including a DNR Water Permit and Land Disturbance Permit.
306. CONSULTANT will attend up to one (1) review meeting to review drawings

**TASK 400 – BID PHASE SERVICES:**

- 400. Preparation and distribution of bid documents through Drexel Tech.
- 401. CONSULTANT will attend up to one (1) Pre-Bid Conference.
- 402. CONSULTANT will respond to bidders questions.
- 403. CONSULTANT will attend up to one (1) bid opening
- 404. CONSULTANT will prepare bid tab, review bids, and make bid recommendation

**TASK 500 – CONSTRUCTION ADMINISTRATION:**

- 500. CONSULTANT will attend up to one (1) Pre-Construction Meeting.
- 501. CONSULTANT will review project shop drawings.
- 502. CONSULTANT will coordinate with Contractor.
- 503. CONSULTANT will conduct up to one (1) substantial completion inspection.
- 504. CONSULTANT will conduct up to one (1) final completion inspection.

**Article 2**

Additional Services

All additional work required by the client will be billed on an hourly basis according to the rate schedule attached, or at a negotiated lump sum fee. Extra work would include, but not be limited to:

- Changes in Scope of Services.
- Change in contract duration.
- Record Drawings
- Boundary Survey
- Preparation of Temporary or Permanent Easements and/or Right-of-way exhibits
- ROW/Easement acquisition or filing of documents
- Envision Verification Process
- Additional Bid phase services (Not listed above)
- Additional Construction phase services (Not listed above)
- Construction Staking
- Construction Inspection
- Materials Testing

**Article 3**

Client Responsibilities

- The Client shall provide full information regarding existing information in regard to all existing utility infrastructure and land-use data, including survey information.
- The Client shall be responsible for all costs associated with permits, easement acquisition, approvals and construction inspection of the facilities designed under this agreement.

**Article 4**  
Contract Fee and Billing

The Client shall compensate TREKK Design Group for Scope of Services described above and in accordance with the attached fee proposal.

1. For **PROFESSIONAL SERVICES** compensation shall be based on unit rates and hourly costs, not to exceed the amount of (\$ 109,400.45) as outlined in the 2018 Compensation for Professional Engineering Services by reference herein, and attached as Attachment A.

All work shall be performed according to **our Standard Terms and Conditions of Contract**, incorporated into the master ON-CALL PROFESSIONAL SERVICES AGREEMENT signed and dated 4-14-16.

**Article 5**  
Schedule

The project Schedule is as follows:

Design Professional Services	Aug 2018 – Feb 2019
Task 100: Project Administration	Aug 2018 – May 2019
Task 200: Preliminary Design	Aug – Nov 2018
Task 300: Final Design	Nov 2018 - Jan 2019
Task 400: Bid Phase Services	February 2019
Task 500: Construction Administration	March - June 2019





A D/WBE, SBA 8(A), WOSB Certified  
Civil Engineering Firm

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**Exhibit A**  
**TREKK Design Group, LLC**  
**STANDARD TERMS AND CONDITIONS OF CONTRACT**

**1. RIGHT of ENTRY:**

The Client will provide for right of entry for Consultant in order to complete the work. While Consultant will take all reasonable precautions to minimize any damage to the property, it is understood by Client that in the normal course of work some damage may occur the correction of which is not part of this Agreement.

**2. CONSTRUCTION SITE OBSERVATION:**

At construction sites, the presence of Consultant field representatives will be for the purpose of providing observation of only the work with which Consultant has agreed to be involved. Opinion of Consultant as to the contractor's adherence to plans and specifications will be reported. Our work does not include supervision or direction of the actual work of the contractor, their employees or agents. The Contractor should also be informed that neither the presence of our field representative nor the observation by our firm shall excuse him in any way for defects discovered in their work, it is understood that our firm will not be responsible for job or site safety on this project. Job and site safety will be the sole responsibility of the contractor.

**3. INVOICES:**

Consultant will submit invoices to the Client monthly and a final bill upon completion of services. Payment is due upon presentation of invoice and is past due thirty (30) days from each invoice date. Client agrees to pay a finance charge of one and one-half percent (1.5%) per month, or the maximum rate allowed by law, on past due accounts.

**4. OWNERSHIP of DOCUMENTS:**

All reports, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by Consultant as instruments of service shall remain the property of Consultant. Client agrees that all reports and other work furnished to the Client or their agents, which are not paid for will be returned upon demand and will not be used by the Client for any purpose whatsoever.

**5. STANDARD of CARE:**

Service performed by Consultant under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other warranty, expressed or implied, is made.

**6. LIMITATION of LIABILITY:**

In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant and Consultant's officers, directors, partners, employees, shareholders, owners and sub consultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Consultant and Consultant's officers, directors, partners, employees, shareholders, owners and sub consultants shall not exceed the Consultant's total fee for services rendered on this Project. It is intended that this limitation apply to any and all liability or cause of action however alleged arising, unless otherwise prohibited by law.

**7. INSURANCE and INDEMNIFICATION:**

Consultant and the consultants employed by it are protected by worker's compensation insurance and that Consultant has such coverage under public liability and property damage insurance policies which Consultant deems to be adequate. Certificates for all such policies of insurance shall be provided to Client upon request in writing. Within the limits and conditions of such insurance, Consultant agrees to indemnify and hold Client harmless from and against damage, liabilities or costs to the extent caused by the negligent acts

by Consultant, and consultants employed by it. Consultant shall not be responsible for any loss, damage or liability beyond the amounts, limits, and conditions of such insurance.

**8. ASSIGNMENT:**

Neither the Client nor Consultant shall sublet, transfer or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to sub consultants, normally contemplated by the Consultant as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

**9. TERMINATION:**

This Agreement may be terminated by either party upon ten (10) days written notice in the event of substantial failure by the other part to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, Consultant shall be paid for services performed to the termination notice date plus reasonable termination expenses.

**10. PRECEDENCE:**

These Provisions and Agreement supersede all prior agreements and understandings and may be changed only by written amendment executed by both parties.

**11. REIMBURSABLE EXPENSES:**

Reimbursable Expenses are in addition to the Design Fee and shall be billed to the Client at 1.1 times our direct cost. Reimbursable expenses shall include but not be limited to all shipping and mailing cost, courier services, travel, long distance telephone and facsimiles, supplies, printing and photographic reproductions.

**12. ATTORNEY'S FEES and EXPENSES:**

The Client agrees to reimburse the Consultant for all attorney's or collection agency fees, expenses, and court cost incurred to collect any amount due under this Contract.

**13. ADDITIONAL SERVICES:**

Any work required in addition to that detailed in this Contract will be billed on an hourly basis according to our then current rates or a negotiated lump sum fee. Extra work will include, but not limited to: Changes in the Scope of Services; Changes made in response to program changes; Changes due to revision of site/base information provided by others; Changes due to error of contractor during construction; and Design modifications requested by the client subsequent to prior approval.

**14. HOURLY RATES:**

Hourly rates are as defined in contract agreement.

**15. SCHEDULE:**

The Consultant shall perform its services as expeditiously as is consistent with professional skill and care and the orderly progress of the Project, but not subject to any firm schedule or completion date unless expressly outlined in the contract documents. The Client acknowledges that Client-directed changes, unforeseen conditions, and other delays may affect the completion of the Design services. Client waives any and all claims for consequential, incidental, and business interruption damages directly or indirectly related to the timeliness of the commencement, undertaking, and completion of Design services. In no event shall the Consultant have control over or responsibility for any contractor's or vendor's performance schedule.





# Waterline Map - Brookview Dr





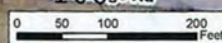
\* Larger Print document available at meeting



# Waterline Map - Pawnee Ln



 Public Hydrant  
 Public Water Line  
 Pawnee Ln 4" Cast Iron

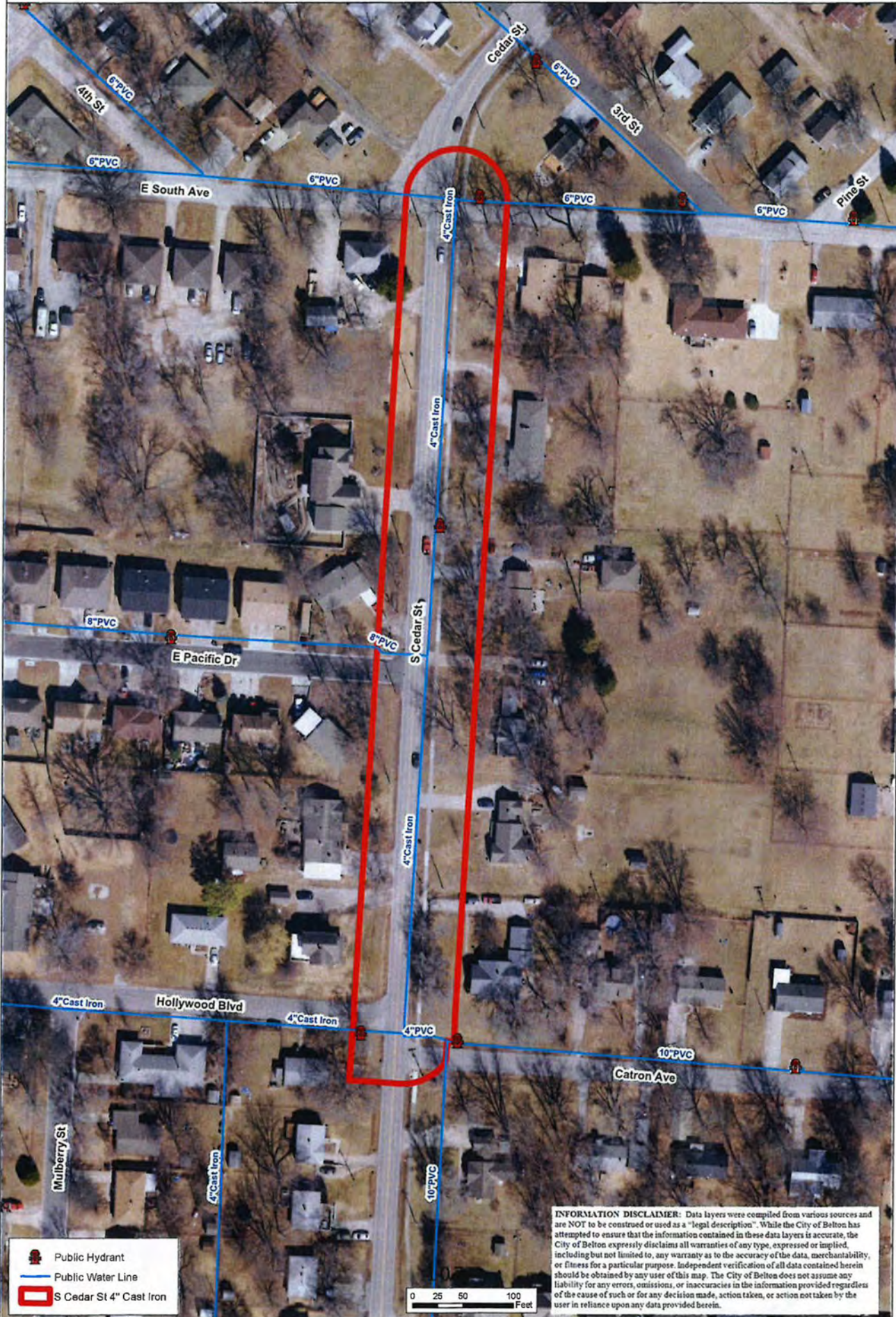


**INFORMATION DISCLAIMER:** Data layers were compiled from various sources and are NOT to be construed or used as a "legal description". While the City of Belton has attempted to ensure that the information contained in these data layers is accurate, the City of Belton expressly disclaims all warranties of any type, expressed or implied, including but not limited to, any warranty as to the accuracy of the data, merchantability, or fitness for a particular purpose. Independent verification of all data contained herein should be obtained by any user of this map. The City of Belton does not assume any liability for any errors, omissions, or inaccuracies in the information provided regardless of the cause of such or for any decision made, action taken, or action not taken by the user in reliance upon any data provided herein.

*\* Larger Print document available at meeting*



# Waterline Map - S Cedar St



*\* Larger Print document available at meeting*

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# Waterline Map - Hollywood Blvd



- Public Hydrant
- Public Water Line
- Hollywood Blvd 4" Cast Iron

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\* Larger print document available at meeting

# **SECTION VII**

## **D**

R2018-44

**A RESOLUTION CREATING A NINE MEMBER PUBLIC SAFETY SALES TAX OVERSIGHT COMMITTEE, DEFINING THE PURPOSE AND DUTIES OF THE COMMITTEE; AND PROVIDING FOR ITS ORGANIZATION AND PLAN OF OPERATION.**

**WHEREAS**, the Mayor and City Council believe it is in the best interest of the City to establish a citizen body oversight committee to review the collection and expenditure of revenue from the half-cent General Sales Tax for Public Safety, if such tax is approved by the qualified voters of Belton on November 6, 2018.

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

**Section 1.** That there is hereby created a Public Safety Sales Tax Oversight Committee to be comprised of nine individuals who are interested in promoting public education regarding improving public safety for the City, including, but not limited to, restoring the funding for public safety positions frozen in the FY2019 budget, funding four additional law enforcement officer positions, funding for new safety equipment for first responders, establishing and funding a public safety vehicle and equipment replacement program and the appropriate expenditure of the City's Public Safety Sales Tax funds.

**Section 2.** That the Public Safety Sales Tax Oversight Committee will consist of nine members: two public safety union representatives (Local 42 and FOP); two public safety department staff members; five City of Belton residents; and, one Council Member liaison, appointed by the Mayor,

**Section 3.** That the terms of appointment of all Public Safety Sales Tax Oversight Committee members are to be for three years, persons first appointed to the Committee shall serve staggered terms as follows:

Local 42 representative (incl. alternate)	3 Years
FOP representative (incl. alternate)	3 Years
Fire Department staff member	1 Year
Police Department staff member	1 Year
Resident	3 Years
Resident	2 Years
Resident	2 Years
Resident	2 Years
Resident	1 Year

**Section 4.** That the Committee shall meet at least semi-annually to review collection and expenditure of revenue from the General Sales Tax for Public Safety and progress toward completion of the authorized expenditures funded therefrom, and shall make a written, public status report annually.

**Section 5.** That the City Manager will designate appropriate City staff to serve as liaison to the Public Safety Sales Tax Oversight Committee.

**Section 6.** This resolution shall become effective April 1, 2019 subject to the approval of the General Sales Tax for Public Safety by the qualified voters of Belton on November 6, 2018.

Duly read and passed this 28<sup>th</sup> day of August, 2018.

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

ATTEST:

\_\_\_\_\_  
Andrea Cunningham, City Clerk  
of the City of Belton, Missouri

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

I, Andrea Cunningham, 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 28<sup>th</sup> day of August, 2018 and adopted at a regular meeting of the City Council held the 28<sup>th</sup> day of August, 2018 by the following vote, to wit:

AYES:                    COUNCILMEN:

NOES:                    COUNCILMEN:

ABSENT:                COUNCILMEN:

\_\_\_\_\_  
Andrea Cunningham, City Clerk  
Of the City of Belton, Missouri

