



**CITY OF BELTON
CITY COUNCIL
REGULAR MEETING
TUESDAY, JANUARY 9, 2018 – 7:00 P.M.
CITY HALL ANNEX
520 MAIN STREET
AGENDA**

- I. CALL REGULAR MEETING TO ORDER
- II. PLEDGE OF ALLEGIANCE – Councilman Finn
- 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 December 5, 2017, and December 12, 2017, City Council Regular Meeting and December 19, 2017, City Council Special Meeting.**

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- B. **Motion approving the November 2017 Municipal Police Judge’s Report.**

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- C. Motion approving Resolution R2018-01:
A resolution authorizing the City Council of Belton, Missouri to appoint Jennifer Kailus and reappoint Donald Schuster to serve on the Belton Tree Board.

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- V. PERSONAL APPEARANCES
- VI. ORDINANCES

- A. Motion approving final reading of Bill No. 2017-102:
An ordinance of the City of Belton, Missouri, approving a training agreement between the City of Belton, by and through its Fire Department, and the American National Red Cross.

- B. Motion approving first reading of Bill No. 2018-01:
An ordinance approving a vacation of unimproved Belton Avenue in the Autumn Woods planned unit development, on the north side of Markey Road, just west of Scott Avenue, in the City of Belton, Cass County, Missouri.

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- C. Motion approving first reading of Bill No. 2018-02:
An ordinance of the City of Belton, Missouri approving a cooperative agreement between the City of Belton, Missouri and the Mid-America Regional Council for funding operations of operation green light traffic control system in the amount of \$9,600.

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- D. Motion approving first reading of Bill No. 2018-03:
An ordinance approving the 2018 intergovernmental agreement between the Mid-America Regional Council Solid Waste Management District and the City of Belton, Missouri relating to the Regional Household Hazardous Waste Program.

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- E. Motion approving first reading of Bill No. 2018-04:
An ordinance of the City of Belton, Missouri calling an election to authorize increasing the city sales tax rate from one percent (1.00%) to one and one half percent (1.5%) pursuant to the authority granted by and subject to the provisions of RSMO sections 94.500 to 94.550 and providing for submission of the City sales tax rate increase to the qualified voters of the City for their approval at the general election called and to be held in the City on April 3, 2018.

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- F. Motion approving first reading of Bill No. 2018-05:
An ordinance calling an election to authorize a Use Tax in the City of Belton, Missouri.

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VII. RESOLUTIONS

- A. Motion approving Resolution R2018-02:
A resolution of the City of Belton, Missouri authorizing and approving the renewal of supplemental agreement No. 1 to service agreement for on-call water, wastewater, and stormwater services between the city of Belton and Pyramid Excavation and Construction, Inc. for a term of one (1) year with the option of up to three (3) additional one (1) year renewals.

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B. Motion approving Resolution R2018-03:

A resolution of the City of Belton, Missouri authorizing and approving the renewal of supplemental agreement No. 1 to service agreement for on-call water, wastewater, and stormwater services between the City of Belton and Precision Construction & Contracting, LLC for a term of one (1) year with the option of up to three (3) additional one (1) year renewals.

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C. Motion approving Resolution R2018-04:

A resolution approving task agreement 2017-1 with CDM Smith under the on-call engineering agreement per Ordinance 2016-4184 to perform evaluation and engineering design for the sanitary sewer stream bank stabilization project in a not-to-exceed amount of \$65,595.00 under the scope of work attached and incorporated to the task agreement.

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D. Motion approving Resolution R2018-05:

A resolution approving task agreement 2017-7 with Trekk Design Group to perform evaluation and engineering design for the Wastewater Collection System Master Plan in a not-to-exceed amount of \$187,480.60.

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E. Motion approving Resolution R2018-06:

A resolution of the City of Belton, Missouri authorizing and approving the renewal of on-call pump repair and service agreement with 1) Cogent, Inc. (Lee Mathews/fluid equipment), 2) JCI Industries, Inc., and 3) FTC Equipment, LLC, for a term of one (1) year with the option of up to three (3) additional one (1) year renewals as advertised and awarded by the City of Kansas City, Missouri.

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VIII. CITY COUNCIL LIAISON REPORTS

IX. MAYOR'S COMMUNICATIONS

X. CITY MANAGER'S REPORT

January 2018 meetings

1/16 special meeting – 7:00 pm

1/23 budget work session & regular session – 6:30 pm

February 2018 meetings

2/6 budget work session & work session – 6:30 pm

2/13 budget work session & regular session – 6:30 pm

2/27 regular session – 7:00 pm

- XI. MOTIONS
- XII. OTHER BUSINESS
- XIII. ADJOURN

SECTION IV

A

**MINUTES OF THE
BELTON CITY COUNCIL
SPECIAL MEETING
DECEMBER 5, 2017
CITY HALL ANNEX, 520 MAIN STREET
BELTON, MISSOURI**

Mayor Davis called the special meeting to order at 7:40 P.M.

Troop 1510 Boy Scouts Xander Carrillo and Gregory Blankenship led the Pledge of Allegiance to the Flag.

Councilmembers present: Mayor Jeff Davis, Councilwoman Lorrie Peek, Councilmen Ryan Finn, Jeff Fletcher, Gary Lathrop, Bob Newell, Chet Trutzel, and Dean VanWinkle. Absent: Councilman Tim Savage. Also present: Alexa Barton, City Manager; Megan McGuire, City Attorney; and Andrea Cunningham, Executive Secretary.

CONSENT AGENDA:

Councilman Lathrop moved to approve the consent agenda consisting of a motion approving Resolution R2017-55: **A resolution approving the purchase of additional technical phone system support services for repairs and maintenance for the Belton Police Department from Acatel-Lucent through Dice Communications in the amount of \$5,770.40.** Councilman Trutzel seconded. All present voted in favor. Councilman Savage absent. Consent agenda approved.

ORDINANCES:

Andrea Cunningham, Executive Secretary, gave the final reading of Bill No. 2017-96: **An ordinance authorizing and approving a minor construction service agreement with Performance Contracting of Kansas, Inc. for the painting of the operations building of the Belton wastewater treatment facility in a not-to-exceed amount of \$11,813.00.** Presented by Councilwoman Peek, seconded by Councilman Newell. Megan McGuire, City Attorney, stated as presented earlier this evening, the contractor to whom the bid has been awarded has requested a change to the indemnification provision to the Minor Construction Service Agreement. The revision is herein attached as Attachment A to Bill Number 2017-96. Ms. McGuire has stated she has reviewed the proposed modification and can support it with the following added language to paragraph one:

“Subject to and without waiving the City’s rights of sovereign immunity and to the extent permitted by Missouri law, the...”

Councilman VanWinkle moved to amend Bill No. 2017-96 by adding “Subject to and without waiving the City’s rights of sovereign immunity and to the extent permitted by Missouri law, the...”

Councilwoman Peek seconded. All voted in favor of the amendment. Vote on the final reading, as amended, was then recorded; Ayes: 8, Councilmen VanWinkle, Fletcher, Trutzel, Lathrop, Councilwoman Peek, Councilman Finn, Newell, Mayor Davis; Noes: None; Absent: 1, Councilman Savage. Bill No. 2017-96 was declared passed and in full force and effect as Ordinance No. 2017-4399, subject to Mayoral veto.

Ms. Cunningham gave the final reading of Bill No. 2017-98: **An ordinance of the City of Belton, Missouri, calling for and establishing the date of the general city election for municipal officers to be held on April 3, 2018.** Presented by Councilman Fletcher, seconded by

Councilwomen Peek. The Council was polled and the following vote recorded; Ayes: 8, Councilmen Fletcher, Mayor Davis, Councilman Trutzel, Councilwoman Peek, Councilman Finn, Lathrop, Newell, and VanWinkle; Noes: None; Absent: 1, Councilman Savage. Bill No. 2017-98 was declared passed and in full force and effect as Ordinance No. 2017-4398, subject to Mayoral veto.

Ms. Cunningham read Bill No. 2017-101: **An ordinance amending Chapter 36 – subdivision regulations, section 36-35 (a) (3), section 36-35 (b) (10) and section 36-36 (b) of the Unified Development Code to consolidate and revise the regulations on final plat submissions and professional land surveyor duties, to be consistent with Missouri Revised Statute RSMo 327.272.** Presented by Councilman Trutzel, seconded by Councilwoman Peek. Vote on the first reading was recorded with all present voting in favor. Councilman Savage absent. First reading passed.

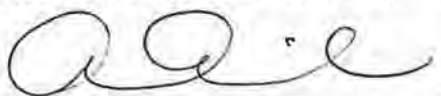
RESOLUTIONS:

Ms. Cunningham read Resolution R2017-56: **A resolution approving task agreement #2017-3 #2017-4* with Pyramid Excavation and Construction, Inc. to make emergency public storm pipe repairs on Markey Road east of Bales Road in the amount of \$21,182.00 with a 20% contingency totaling \$25,418.40.** Presented by Councilman Finn, seconded by Councilwoman Peek. Councilman Trutzel asked if the 20% contingency is working. Michael Doi, Public Works Director, said the contractors are staying pretty close the original bid amounts. Mayor Davis asked what the repair will look like. Mr. Doi said it will be a culvert. It will last longer than what's currently there. Vote on the resolution was recorded with all voting in favor. Councilman Savage absent. Resolution passed. *A scrivener's error was discovered while processing the resolution.

OTHER BUSINESS:

Alexa Barton, City Manager, said Robert Powell, the owner of Main Street Theater, LLC, located at old city hall/museum, asked if Main Street Theater could utilize the outside electrical plug at (current) city hall for their grand opening lighted sign. They want to open in the next week or so but there aren't any electrical plugs on the outside of old city hall/museum. Using the electrical outlet would be on a limited basis. But he also asked if they could use it for their other performance nights. Councilman Finn asked about it possibility being a trip hazard. Will they be taping down the cords? Is the outside plug a GFCI outlet? Ms. Barton said she will verify these things with Mr. Powell and his electrician. Councilman Trutzel said perhaps in the future the cords could be buried. Megan McGuire, City Attorney, said there are other options for a lighted sign (e.g. solar power). Councilman Lathrop asked if we allow the theater to use it, will we be setting a prescient for other businesses/people to ask to use it? Ms. Barton said not necessarily – the City owns old city hall/museum. It's city property being leased by BCPI who is leasing it to Main Street Theater, LLC. The general consensus of the Council was that it's ok for this one time (their grand opening) but if it's going to continue, the lease needs to be amended to allow for a long-term use of the outlet. Ms. Barton also said Mr. Powell is going to ask his electrician to look at the broken outside light at (current) city hall and see if it can be fixed.

Being no further input, Councilman Lathrop moved to adjourn at 7:55 P.M. Councilwoman Peek seconded. All present voted in favor. Councilman Savage absent. Meeting adjourned.



Andrea Cunningham, Executive Secretary

Jeff Davis, Mayor

**MINUTES OF THE
BELTON CITY COUNCIL
REGULAR MEETING
DECEMBER 12, 2017
CITY HALL ANNEX, 520 MAIN STREET
BELTON, MISSOURI**

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

Councilman Fletcher led the Pledge of Allegiance to the Flag.

Council members present: Mayor Jeff Davis, Councilwoman Lorrie Peek, Councilmen Ryan Finn, Jeff Fletcher, Gary Lathrop, Bob Newell, Tim Savage, Chet Trutzel, and Dean VanWinkle. Also present: Alexa Barton, City Manager; Megan McGuire, City Attorney; and Patti Ledford, City Clerk.

CONSENT AGENDA:

Councilwoman Peek moved to approve the consent agenda consisting of a **motion approving the minutes of the November 28, 2017, City Council Regular Meeting and a motion approving the cancelation of the January 2, 2018, work session for the holiday.** Councilman Trutzel seconded. All voted in favor. Consent agenda approved.

ORDINANCES:

Ms. Ledford gave the final reading of Bill No. 2017-101: **An ordinance amending Chapter 36 – subdivision regulations, section 36-35 (a) (3), section 36-35 (b) (10) and section 36-36 (b) of the Unified Development Code to consolidate and revise the regulations on final plat submissions and professional land surveyor duties, to be consistent with Missouri Revised Statute RSMo 327.272.** Presented by Councilman Trutzel, seconded by Councilman Savage. The Council was polled and the following vote recorded; Ayes: 9, Councilmen Newell, Finn, Trutzel, Mayor Davis, Councilmen Lathrop, Fletcher, VanWinkle, Councilwoman Peek, and Councilman Savage. Bill No. 2017-101 was declared passed and in full force and effect as Ordinance No. 2017-4400, subject to Mayoral veto.

Ms. Ledford read Bill No. 2017-102: **An ordinance of the City of Belton, Missouri, approving a training agreement between the City of Belton, by and through its Fire Department, and the American National Red Cross.** Presented by Councilman Newell, seconded by Councilwoman Peek. Norman Larkey, Fire Chief, said we are switching from American Heart Association to the American Red Cross. It is a cheaper and better quality training. Vote on the first reading was recorded with all voting in favor. First reading passed.

Ms. Ledford read Bill No. 2017-103: **An ordinance approving a municipal lease and option agreement with Municipal Asset Management, Inc. to lease replacement indoor fitness equipment for use at the Belton Parks High Blue Wellness Center and providing access to insurance coverage through the City's equipment policy.** Presented by Councilwoman Peek, seconded by Councilman VanWinkle. Councilman Lathrop had some questions on the property payment schedule as there appears to be a discrepancy. The schedule shows a total acquisition cost of \$81,144.00 (principal balance) and then the purchase price column show a price of

\$84,490.47. Shane DeWald, Park Director, was not present to answer the question. Alexa Barton, City Manager, said she will address the issue with the park director and get the information back to the Council. Vote on the first reading was recorded with all voting in favor. First reading passed.

Ms. Ledford read Bill No. 2017-104: **An ordinance amending Chapter 11 – Health and Sanitation, Article IV – Solid Waste, Chapter 6 – Business Licenses and Regulations and Appendix A – Schedule of Fees and Charges of the Code of Ordinances of the City of Belton, Missouri to implement the centralized residential trash collection program and update the solid waste, recyclable materials and yard waste regulations.** Presented by Councilwoman Peek, seconded by Councilman Trutzel. Councilman Trutzel asked when the carts will be delivered. Alexa Barton, City Manager, said she spoke with Chuck Byrd, owner of Jim's Disposal. The carts are set to be staged on December 18 with delivery December 19 and 20, leaving Thursday, December 21 open for any corrections/changes. Additional information/flyers are available that explain what is acceptable for recycling, a map showing trash pick-up days, and do's and don'ts. Vote on the first reading was recorded with all voting in favor. First reading passed.

CITY COUNCIL LIAISON REPORTS:

Councilwoman Peek, Park Liaison, provided the following report:

- Upgrades to the locker rooms at High Blue Wellness Center have begun
- The biggest loser competition starts January 8. For more information contact Annette at High Blue Wellness.
- Interviews are underway for the recreation manager position due to the resignation of Rodney Sadler. They hope to have someone hired by the end of December.
- The Wellness center is getting ready for the New Year, which is their busiest time of the year for memberships.
- FY19 budget work continues.

Councilman Bob Newell said the Code Committee met December 6. Discussion centered on rental property inspections. The committee requested more information for discussion. Alexa Barton, City Manager, said Jim Brown, Building Official, was also present. The committee looked at what other cities are doing and talked about starting up a rental inspection program. Staff and committee members will bring back thoughts and direction at the January meeting.

MAYOR'S COMMUNICATIONS:

Mayor Davis said the biggest loser contest at the park begins in January. He has been challenged and he openly challenged any council member to participate.

The Chamber of Commerce awards luncheon was today. It was the Chamber President, Lisa Peeks last meeting as president. The Chamber has been very active. Karen Fletcher, Fletcher Forms, received the member of the year; Merry Maids, business of the year; and MSE Hardscapes received the Chamber award of excellence. The Chamber had an outstanding year. They are a very giving and outstanding group and he is proud of all of them.

Mayor Davis announced the special Council meeting on December 19. There will be three items on the agenda. Councilman Fletcher and Lathrop said they would not be at the meeting.

Mayor Davis asked James Person, Police Chief, about neighborhood watch areas and who handles them. Chief Person said citizens can call the station and they will help facilitate a neighborhood meeting. The community group would buy signs and the city will post them and then we will participate in periodic meetings. We have had groups that have formed, some continue, some go away and some reform.

Trutzel asked the police chief about residential security cameras. Chief Person said the department does not have a registry of those. If there is an incident we will canvass the area to see who might have cameras but we do not have a registry because homeowners change often. He went on to say you might be surprised at how many will have a camera but they don't know how it works.

Mayor Davis said the Council received a letter from Judge Curry, municipal judge. His term ends January 1, 2018. His contract needs to be renewed and we are in discussion. He is interested in renewing, however, the city charter and state law states municipal judges are not permitted to serve after attaining the age of 75. Therefore, his term will end July 15, 2020 at which time another judge will need to be appointed. Judge Curry will be at the next meeting. Ms. Barton stated there are many court cases currently in place and he knows the background. Recruitment and research needs to occur in January 2020 so that we have plenty of time. Judge Curry is a member of the state judges association and he will talk to those members and help get a good group of candidates for the position. It's imperative we begin the search by January 2020. Councilman Fletcher asked if we have looked at replacing him at this time. Ms. Barton said no because of the courts and dockets in place, it is difficult to find someone to fill it by January 1, 2018.

CITY MANAGER'S REPORT:

Michael Doi, Public Works Director, provided an update on Vicie Road. The contractor is now on site and has started clearing for the culvert replacement. Mayor Davis asked when the project will be finished. Mr. Doi said hopefully in 6 weeks, but it is weather dependent. Mayor Davis said we would really welcome a different process in the future to speed up process.

Councilman Trutzel asked when the traffic lights will be installed for Turner Road. Mr. Doi said they are expected to be installed in January.

Carolyn Yatsook, Economic Development Director, announced the 155th Street ribbon cutting will be December 15 at 11:00 A.M.

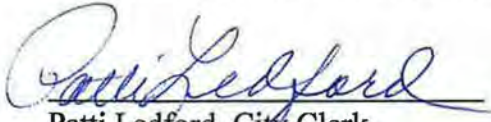
Ms. Barton provided an update on the Main Street Theatre located in old city hall. They have found their own power for the outside sign. They had an artist event last week. They have been notified to contact Dave Clements on signage and they need to finish up their business license. Mayor Davis said it is going to be a good deal for downtown.

OTHER BUSINESS:

Councilman Finn asked about the traffic signals on Turner Road. They are ready to open and we are waiting on the traffic lights. Mr. Doi explained there was a hold up with the contractor getting the materials. Ms. Barton said the contractor is very aware of this and that is why they are looking at a completion date of January 2018. We have shared that information with the contractor. Councilman Finn asked if there is a penalty if the contractor breaches it. Ms. Barton

said she research if there is a penalty and get back with the Council.

Being no further business, Councilman Finn moved to adjourn at 7:27 P.M. Councilwoman Peek seconded. All voted in favor. Meeting adjourned.


Patti Ledford, City Clerk

Jeff Davis, Mayor

**MINUTES OF THE
BELTON CITY COUNCIL
SPECIAL MEETING
DECEMBER 19, 2017
CITY HALL ANNEX, 520 MAIN STREET
BELTON, MISSOURI**

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

Councilman Savage let the Pledge of Allegiance to the Flag.

Councilmembers present: Mayor Jeff Davis, Councilmen Ryan Finn, Gary Lathrop, Bob Newell, Councilwoman Lorrie Peek, Tim Savage, Chet Trutzel and Dean VanWinkle. Councilman Jeff Fletcher was absent. Also present: Alexa Barton, City Manager; Megan McGuire, City Attorney, and Patti Ledford, City Clerk

ORDINANCES:

Patti Ledford, City Clerk, gave the final reading of Bill No. 2017-103: **An ordinance approving a municipal lease and option agreement with Municipal Asset Management, Inc. to lease replacement indoor fitness equipment for use at the Belton Parks High Blue Wellness Center and providing access to insurance coverage through the City's equipment policy.** Presented by Councilman Trutzel, seconded by Councilwoman Peek. Alexa Barton, City Manager, said Councilman Lathrop had a few questions at the last meeting regarding the amortization schedule and clarification was provided. The first payment is due in March, instead of February. A lot of equipment is being replaced and a list is available. The Council was polled and the following vote recorded; Ayes: 8, Mayor Davis, Councilmen Savage, Newell, Councilwoman Peek; Councilmen Finn, Lathrop, Trutzel, and VanWinkle; Noes: None; Absent: 1, Councilman Fletcher. Bill No. 2017-103 was declared passed and in full force and effect as Ordinance No. 2017-4401, subject to Mayoral veto.

Ms. Ledford gave the final reading of Bill No. 2017-104: **An ordinance amending Chapter 11 – Health and Sanitation, Article IV – Solid Waste, Chapter 6 – Business Licenses and Regulations and Appendix A – Schedule of Fees and Charges of the Code of Ordinances of the City of Belton, Missouri to implement the centralized residential trash collection program and update the solid waste, recyclable materials and yard waste regulations.** Presented by Councilman Trutzel, seconded by Councilwoman Peek. The Council was polled and the following vote recorded; Ayes: 8, Councilmen Newell, Finn, Trutzel, Mayor Davis, Councilmen Lathrop, VanWinkle, Peek, and Savage; Noes: None; Absent: 1, Councilman Fletcher. Bill No. 2017-104 was declared passed and in full force and effect as Ordinance No. 2017-4402, subject to Mayoral veto.

RESOLUTIONS:

Ms. Ledford read Resolution R2017-57: **A resolution reappointing Charles C. Curry as Belton Municipal Judge pursuant to Article VII of the Belton Charter.** Presented by Councilman Lathrop, seconded by Councilwoman Peek. Councilman Finn it was brought to his attention that the City should start the process of replacement a year out, as 6 months is not adequate time to find a qualified municipal judge. Plus, we won't have to rush through the

process. Ms. Barton and Judge Curry agreed and this allows the city to go through a more methodical process. **Councilman Finn moved to amend the resolution to start the recruitment of his replacement one year prior to Judge Curry's seventy-fifth birthday.** Councilman VanWinkle seconded. All voted in favor of the amendment. Councilman Fletcher absent. Vote on the resolution, as amended, was then recorded with all voting in favor. Councilman Fletcher absent. Resolution as amended passed.

MAYOR'S REPORT:

Mayor Davis reported 155th Street is now open. The ribbon cutting was December 15. It is exciting to have it open. It is beautiful and is called a diverg-about. It is a clever design; it is the first one ever done.

The firefighter's special awards dinner was December 14. Councilwoman Peek said it was very nice, but felt sorry for the firemen working as they got three calls so half of them had to leave and do what they do every day. The awards and accommodations were wonderful. They had a gingerbread house building contest. It was a great evening for everyone and good food.

Carolyn Yatsook, Economic Development Director, announce that Panera Bread will be locating in Belton in the former Bob Evans building. Mayor Davis commented that this is a great landing.

CITY MANAGER'S REPORT:

Ms. Barton provided the Council an update on the Turner Road project. This project is being constructed by Emery, Sapp & Sons. It is part of the Belton Gateway Phase II project. She reminded the Council that this project is managed by Christie Development through an agreement with the TDD (Transportation Development District). This project is not with the City; it is not a city portion project. The project manager is Dave Olsen with Christie Development and City staff has been inspecting the public infrastructure being installed according to city standards. The project has had several delays including the creek realignment and culvert construction; the two major summer rain events in July and August; other unanticipated problems during the project which was discovery of a rock subgrade that caused significant delays and the most recent item is the paving which wasn't not completed until November 2017, which was delayed because of the previous mentioned items. The biggest delay now is the traffic signals. Because a left hand turn will be allowed off of Turner Road onto Y Highway, it is a safety issue to open the road until the traffic signals are installed. Christie Development is at the mercy of their supplier and they hope to open Turner Road by the first part of January.

Councilman Trutzel inquired about the curbing adjacent to the Methodist church; he said there is no cut out for the intersection to the lower parking lot. Mr. Olsen said there is an agreement in place to construct that entrance. It will extend that drive adjacent to the Ross building into their parking lot. The agreement was further refined when we completed the redevelopment agreement for Phase II. The initial agreement was predicated on when Markey Parkway was extended full-width. There will be a median required that is in front of the church. That will preclude their full access; so the idea of that second curb cut is to provide them access back out to the signal so they can make a left turn if and when Markey Parkway is extended.

Mayor Davis asked about the landscaping. Mr. Olsen described in detail the drainage and landscaping. Councilman Trutzel commented that the landscaping is phenomenal.

Ms. Barton reminded the Council of the January meeting dates:

January 2018 meetings

1/2 work session – canceled


1/9 regular session

1/16 special meeting

1/23 regular session

Mayor Davis wished everyone a Merry Christmas!

Being no further business, Councilman Finn moved to adjourn at 7:21 P.M., seconded by Councilman Newell. All present voted in favor. Councilman Fletcher absent. Meeting adjourned.


Patti Ledford, City Clerk

Jeff Davis, Mayor

SECTION IV

B

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

COURT DATES: 11/1/17; 11/8/17; 11/15/17; 11/29/17



MUNICIPAL JUDGE **12/5/17**
DATE

**IN ACCORDANCE WITH COURT OPERATING RULE 4.29
THE ATTACHED MUNICIPAL DIVISION SUMMARY
REPORT FOR MONTH OF NOVEMBER 2017 WAS
PRESENTED AND REVIEWED BY CITY COUNCIL AS
REQUIRED**

CITY CLERK **DATE**



Payment Plan Reports

Belton

Monday, December 04, 2017 4:07 PM

Payment Plans
Collected

Payment Detail Listing From 11/01/2017 - 11/30/2017

| PP# | Defendant Name | Trans. Date | Trans. Number | Receipt # | Citation#-Viol. | Amount Paid |
|----------------------------|---------------------------|-------------|---------------|-----------|-----------------|-----------------|
| PP0000380 | SPITLER, LINDA LEE | 11/08/2017 | 439973 | R00040981 | 140789425-1 | \$30.00 |
| PP0000380 Totals: | | | | | | \$30.00 |
| PP0000385 | TINDLE, CLINT RAY | 11/21/2017 | 440620 | R00041175 | 140789490-1 | \$50.00 |
| PP0000385 Totals: | | | | | | \$50.00 |
| PP0000654 | CAIN, JAMISON MATTHEW | 11/26/2017 | 440678 | R00041211 | 101900190-1 | \$100.00 |
| PP0000654 Totals: | | | | | | \$100.00 |
| PP0000801 | NEWKIRK, JOSHUA LEE | 11/29/2017 | 440944 | R00041287 | 140795613-1 | \$40.00 |
| PP0000801 Totals: | | | | | | \$40.00 |
| PP0000826 | JOHNSON, DUSTIN W | 11/10/2017 | 440087 | R00041007 | 140799157-1 | \$50.00 |
| PP0000826 Totals: | | | | | | \$50.00 |
| PP0000842 | POWELL, SPENCER RAY | 11/01/2017 | 439480 | R00040787 | 140790242-1 | \$20.00 |
| PP0000842 Totals: | | | | | | \$20.00 |
| PP0000956 | BROWN, JACLYN MAE | 11/01/2017 | 439435 | R00040760 | 140801037-1 | \$25.00 |
| | | 11/15/2017 | 440320 | R00041085 | 140801037-1 | \$25.00 |
| | | 11/27/2017 | 440832 | R00041221 | 140801037-1 | \$25.00 |
| PP0000956 Totals: | | | | | | \$75.00 |
| PP0000992 | STEWART, ASHLIE JORDAN | 11/01/2017 | 439493 | R00040791 | 140794928-1 | \$113.00 |
| | | 11/01/2017 | 439493 | R00040791 | 140795614-1 | \$87.00 |
| | | 11/01/2017 | 439494 | R00040792 | 140795614-1 | \$20.00 |
| * PP0000992 Totals: | | | | | | \$220.00 |
| PP0001032 | YOUNG, ANDREW COREY | 11/15/2017 | 440297 | R00041076 | 140799665-1 | \$123.00 |
| | | 11/15/2017 | 440297 | R00041076 | 140799666-1 | \$90.00 |
| PP0001032 Totals: | | | | | | \$213.00 |
| PP0001039 | THOMPSON, MARIA SUE | 11/08/2017 | 439877 | R00040934 | 140795018-1 | \$20.00 |
| PP0001039 Totals: | | | | | | \$20.00 |
| PP0001068 | PARKER, REBECCA MICHEL | 11/30/2017 | 441066 | R00041312 | 140799325-1 | \$2.00 |
| | | 11/30/2017 | 441066 | R00041312 | 140802193-1 | \$18.00 |
| PP0001068 Totals: | | | | | | \$20.00 |
| PP0001070 | BURKS, BRIAN LEE | 11/16/2017 | 440444 | R00041113 | 140804026-1 | \$75.00 |
| PP0001070 Totals: | | | | | | \$75.00 |
| PP0001109 | PIERSON, SARAH R | 11/28/2017 | 440883 | R00041247 | 140792251-1 | \$135.00 |
| PP0001109 Totals: | | | | | | \$135.00 |
| PP0001191 | ODEN, CHRISTOPHER MICHAEL | 11/30/2017 | 441047 | R00041311 | 140795095-1 | \$100.00 |
| PP0001191 Totals: | | | | | | \$100.00 |
| PP0001201 | CORNELIUS, FORTESHIA J | 11/29/2017 | 440916 | R00041259 | 140802597-1 | \$60.00 |
| | | 11/29/2017 | 440916 | R00041259 | 140802596-1 | \$20.00 |
| PP0001201 Totals: | | | | | | \$80.00 |
| PP0001227 | SARTAIN, SHEENA KRISTIN | 11/22/2017 | 440666 | R00041202 | 140804669-1 | \$46.00 |
| PP0001227 Totals: | | | | | | \$46.00 |
| PP0001241 | BRUBECK, JASON MARIO | 11/09/2017 | 440039 | R00040990 | 140802056-1 | \$25.00 |
| PP0001241 Totals: | | | | | | \$25.00 |
| PP0001244 | CORNWELL, MATTHEW TODD | 11/01/2017 | 439509 | R00040796 | 140800574-1 | \$7.00 |
| | | 11/02/2017 | 439594 | R00040809 | 140800574-1 | \$20.00 |
| PP0001244 Totals: | | | | | | \$27.00 |
| PP0001262 | RICHARDSON, RAYMOND BRET | 11/15/2017 | 440289 | R00041063 | 140804184-1 | \$50.00 |
| PP0001262 Totals: | | | | | | \$50.00 |
| PP0001275 | HUNGER, CARI SHANE | 11/28/2017 | 440886 | R00041250 | 101911001-1 | \$90.00 |
| PP0001275 Totals: | | | | | | \$90.00 |

* Indicates an overpayment was made on the Payment Plan

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|--------------------------|-----------------------------|------------|--------|-----------|-------------|-----------------|
| PP0001288 | CRAFT, HOLLY ASHTON | 11/22/2017 | 440652 | R00041192 | 140804146-1 | \$50.00 |
| PP0001288 Totals: | | | | | | \$50.00 |
| PP0001302 | MCROY, SCOTT ALAN | 11/29/2017 | 440941 | R00041285 | 140796896-1 | \$60.00 |
| | | 11/29/2017 | 440942 | R00041286 | 140796896-1 | \$20.00 |
| PP0001302 Totals: | | | | | | \$80.00 |
| PP0001306 | SWANSON, KRISTINA M | 11/01/2017 | 439474 | R00040783 | 140799060-1 | \$10.00 |
| | | 11/08/2017 | 439971 | R00040980 | 140799060-1 | \$45.00 |
| PP0001306 Totals: | | | | | | \$55.00 |
| PP0001317 | BASINSKI, TAYLOR MATTHEW | 11/15/2017 | 440291 | R00041064 | 140803001-1 | \$10.00 |
| PP0001317 Totals: | | | | | | \$10.00 |
| PP0001333 | COLEMAN, JEREMIAH | 11/03/2017 | 439683 | R00040851 | 140803719-1 | \$20.00 |
| PP0001333 Totals: | | | | | | \$20.00 |
| PP0001356 | SMITH, MIKAELA CHANTE | 11/07/2017 | 439822 | R00040900 | 140804569-1 | \$43.00 |
| PP0001356 Totals: | | | | | | \$43.00 |
| PP0001358 | COONCE, EDWARD LEE | 11/10/2017 | 440088 | R00041008 | 140800181-1 | \$50.00 |
| PP0001358 Totals: | | | | | | \$50.00 |
| PP0001384 | DOBBINS, CHASTIDY NADINE | 11/09/2017 | 440017 | R00040985 | 140795961-1 | \$25.00 |
| PP0001384 Totals: | | | | | | \$25.00 |
| PP0001400 | TUCKER, GARY DON | 11/22/2017 | 440644 | R00041184 | 121165635-1 | \$20.00 |
| PP0001400 Totals: | | | | | | \$20.00 |
| PP0001448 | HENNESSEY, TAMATHA LYNN | 11/17/2017 | 440500 | R00041144 | 160752118-1 | \$20.00 |
| PP0001448 Totals: | | | | | | \$20.00 |
| PP0001453 | HORTON, SAMUEL LEVAIL | 11/17/2017 | 440484 | R00041127 | 140800226-1 | \$27.00 |
| | | 11/17/2017 | 440484 | R00041127 | 140800229-1 | \$3.00 |
| PP0001453 Totals: | | | | | | \$30.00 |
| PP0001457 | CORBIN, SHYANNE C | 11/15/2017 | 440292 | R00041065 | 160753149-1 | \$9.14 |
| | | 11/15/2017 | 440293 | R00041066 | 160753149-1 | \$0.86 |
| PP0001457 Totals: | | | | | | \$10.00 |
| PP0001458 | GREGG, KYLE SHANE | 11/28/2017 | 440892 | R00041255 | 160752977-1 | \$152.00 |
| PP0001458 Totals: | | | | | | \$152.00 |
| PP0001473 | FRIEND, JUSTIN TYLER | 11/07/2017 | 439842 | R00040918 | 140802928-1 | \$20.00 |
| PP0001473 Totals: | | | | | | \$20.00 |
| PP0001481 | LOUTHAN, DANA MARIE | 11/03/2017 | 439690 | R00040857 | 160752151-1 | \$50.00 |
| PP0001481 Totals: | | | | | | \$50.00 |
| PP0001489 | FLETCHER, BRANDON BOUCKHOUT | 11/07/2017 | 439832 | R00040908 | 140799979-1 | \$20.00 |
| PP0001489 Totals: | | | | | | \$20.00 |
| PP0001500 | CLARK, EZEKIEL EUGENE JR | 11/13/2017 | 440178 | R00041029 | 140800278-1 | \$30.00 |
| PP0001500 Totals: | | | | | | \$30.00 |
| PP0001515 | MEDINA, SCOTT | 11/02/2017 | 439599 | R00040814 | 140804757-1 | \$30.00 |
| PP0001515 Totals: | | | | | | \$30.00 |
| PP0001523 | WOODS, RAFAEL CRYSTAL | 11/02/2017 | 439597 | R00040812 | 160754106-1 | \$40.00 |
| PP0001523 Totals: | | | | | | \$40.00 |
| PP0001529 | ENGLAND, JENNIFER LYNN | 11/10/2017 | 440089 | R00041009 | 140804520-1 | \$125.00 |
| | | 11/10/2017 | 440089 | R00041009 | 160754182-1 | \$125.00 |
| PP0001529 Totals: | | | | | | \$250.00 |
| PP0001532 | KNIGHT, RYAN CHRISTOPHER | 11/16/2017 | 440376 | R00041109 | 140803300-1 | \$60.00 |
| PP0001532 Totals: | | | | | | \$60.00 |
| PP0001561 | MCCAULEY, BLAKE ALLEN | 11/01/2017 | 439467 | R00040779 | 140800310-1 | \$10.00 |
| PP0001561 Totals: | | | | | | \$10.00 |
| PP0001565 | WILLIAMS, JOHN EDWARD JR | 11/09/2017 | 440045 | R00040991 | 140802835-1 | \$25.00 |
| PP0001565 Totals: | | | | | | \$25.00 |
| PP0001566 | AINSWORTH, JAMES RUSSELL | 11/20/2017 | 440588 | R00041168 | 160752687-1 | \$50.00 |
| PP0001566 Totals: | | | | | | \$50.00 |
| PP0001572 | BARBER, CHRYSTAL LYNN | 11/03/2017 | 439681 | R00040849 | 140803902-1 | \$25.00 |
| PP0001572 Totals: | | | | | | \$25.00 |

* Indicates an overpayment was made on the Payment Plan

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|--------------------------|---|------------|--------|-----------|-------------|-----------------|
| PP0001618 | ARTLEY, CHELSEA D | 11/14/2017 | 440259 | R00041058 | 140800209-1 | \$135.00 |
| PP0001618 Totals: | | | | | | \$135.00 |
| PP0001628 | ZUBER, JENNIFER S | 11/03/2017 | 439630 | R00040820 | 140803893-1 | \$158.00 |
| PP0001628 Totals: | | | | | | \$158.00 |
| PP0001646 | BIRMINGHAM, CHRISTIANA LYNN | 11/30/2017 | 441033 | R00041304 | 140801242-1 | \$90.00 |
| PP0001646 Totals: | | | | | | \$90.00 |
| PP0001669 | WESTENDORF-SMITH, JOY ANN | 11/16/2017 | 440425 | R00041110 | 160753217-1 | \$38.00 |
| PP0001669 Totals: | | | | | | \$38.00 |
| PP0001675 | BUSHYHEAD, TASHANI C M | 11/08/2017 | 439896 | R00040950 | 160754633-1 | \$16.00 |
| PP0001675 Totals: | | | | | | \$16.00 |
| PP0001686 | LANDE, COREY WAYNE | 11/03/2017 | 439635 | R00040827 | 160753231-1 | \$48.00 |
| PP0001686 Totals: | | | | | | \$48.00 |
| PP0001695 | HENDRICKSON, NATHANIEL D | 11/16/2017 | 440433 | R00041111 | 160753323-1 | \$25.00 |
| PP0001695 Totals: | | | | | | \$25.00 |
| PP0001696 | BARTHOLOMEW, JAMES ALLEN | 11/06/2017 | 439772 | R00040886 | 140801227-1 | \$8.00 |
| | | 11/06/2017 | 439772 | R00040886 | 140800735-1 | \$113.00 |
| PP0001696 Totals: | | | | | | \$121.00 |
| PP0001700 | PULLIAM, DARREN WAYNE | 11/13/2017 | 440209 | R00041042 | 160753196-1 | \$20.00 |
| PP0001700 Totals: | | | | | | \$20.00 |
| PP0001713 | SCOTT, TIMOTHY DUANE | 11/29/2017 | 440991 | R00041300 | 160753675-1 | \$50.00 |
| PP0001713 Totals: | | | | | | \$50.00 |
| PP0001714 | ROSE, CHRISTIAN M | 11/22/2017 | 440669 | R00041205 | 160755171-1 | \$96.00 |
| PP0001714 Totals: | | | | | | \$96.00 |
| PP0001715 | OWENS-CONNER, IAN | 11/27/2017 | 440773 | R00041212 | 140803694-1 | \$63.00 |
| PP0001715 Totals: | | | | | | \$63.00 |
| PP0001718 | CONNER, RICHARD WAYNE II | 11/09/2017 | 440018 | R00040986 | 140803932-1 | \$40.00 |
| PP0001718 Totals: | | | | | | \$40.00 |
| PP0001725 | GRIFFIN, TIMOTHY DAVID | 11/17/2017 | 440483 | R00041126 | 140801835-1 | \$33.00 |
| PP0001725 Totals: | | | | | | \$33.00 |
| PP0001734 | WILLIAMS EMMANUEL, LAMYIA VERLISA DANQUITA | 11/29/2017 | 440895 | R00041258 | 140803253-1 | \$176.00 |
| PP0001734 Totals: | | | | | | \$176.00 |
| PP0001737 | BALDUCCI, TRENTON L | 11/20/2017 | 440565 | R00041149 | 160755647-1 | \$80.00 |
| PP0001737 Totals: | | | | | | \$80.00 |
| PP0001743 | ABRAMS, MICHAEL DWANE | 11/17/2017 | 440479 | R00041121 | 160752614-1 | \$50.00 |
| PP0001743 Totals: | | | | | | \$50.00 |
| PP0001744 | WISE, SANDRA KAY | 11/07/2017 | 439849 | R00040924 | 160753446-1 | \$50.00 |
| PP0001744 Totals: | | | | | | \$50.00 |
| PP0001746 | TARVER, DEANNA LYNN | 11/01/2017 | 439456 | R00040771 | 160753921-1 | \$25.00 |
| PP0001746 Totals: | | | | | | \$25.00 |
| PP0001747 | BRYSON, ELAINE C | 11/03/2017 | 439688 | R00040855 | 140804861-1 | \$15.00 |
| PP0001747 Totals: | | | | | | \$15.00 |
| PP0001748 | CHAMBERS, MARIANN SAMANTHA | 11/02/2017 | 439535 | R00040807 | 140803296-1 | \$27.00 |
| | | 11/02/2017 | 439535 | R00040807 | 140803297-1 | \$23.00 |
| PP0001748 Totals: | | | | | | \$50.00 |
| PP0001751 | MEDINA, STELLA MARIE | 11/02/2017 | 439598 | R00040813 | 140801801-1 | \$10.00 |
| PP0001751 Totals: | | | | | | \$10.00 |
| PP0001756 | WOOLAM, STEPHANIE DAWN | 11/22/2017 | 440649 | R00041189 | 140801832-1 | \$35.00 |
| | | 11/22/2017 | 440649 | R00041189 | 140801833-1 | \$5.00 |
| PP0001756 Totals: | | | | | | \$40.00 |
| PP0001762 | BUNTIN, RANDALL KEITH | 11/10/2017 | 440110 | R00041018 | 160753769-1 | \$40.00 |
| PP0001762 Totals: | | | | | | \$40.00 |
| PP0001766 | LAWRENCE, DENNIS KEITH | 11/15/2017 | 440371 | R00041106 | 160753486-1 | \$50.00 |
| | | 11/28/2017 | 440884 | R00041248 | 160753485-1 | \$43.00 |
| PP0001766 Totals: | | | | | | \$93.00 |

* Indicates an overpayment was made on the Payment Plan

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|----------------------------|-------------------------------|------------|--------|-----------|-------------|-----------------|
| PP0001772 | EVANS, HALEY MICHELLE | 11/02/2017 | 439595 | R00040810 | 140795290-1 | \$78.50 |
| * PP0001772 Totals: | | | | | | \$78.50 |
| PP0001782 | HAWATMEH, NAJEEB AWWAD | 11/27/2017 | 440862 | R00041241 | 160754730-1 | \$132.50 |
| | | 11/27/2017 | 440862 | R00041241 | 160754731-1 | \$104.50 |
| | | 11/28/2017 | 440882 | R00041246 | 160754730-1 | \$2.50 |
| PP0001782 Totals: | | | | | | \$239.50 |
| PP0001784 | SWEETS, LEVI BRANDON | 11/10/2017 | 440082 | R00040996 | 140800418-1 | \$20.00 |
| | | 11/17/2017 | 440494 | R00041137 | 140800418-1 | \$20.00 |
| PP0001784 Totals: | | | | | | \$40.00 |
| PP0001787 | TEEL, MASON RIELY | 11/28/2017 | 440891 | R00041254 | 140802776-1 | \$113.00 |
| | | 11/28/2017 | 440891 | R00041254 | 140802777-1 | \$120.00 |
| * PP0001787 Totals: | | | | | | \$233.00 |
| PP0001791 | BRAXTON, ANNISHA I | 11/07/2017 | 439837 | R00040913 | 160752394-1 | \$20.00 |
| PP0001791 Totals: | | | | | | \$20.00 |
| PP0001794 | KLAUS, KELSEY RACHELLE | 11/29/2017 | 440969 | R00041293 | 160752254-1 | \$10.00 |
| PP0001794 Totals: | | | | | | \$10.00 |
| PP0001797 | UMPHREY, DONN E | 11/07/2017 | 439827 | R00040904 | 140801897-1 | \$30.00 |
| PP0001797 Totals: | | | | | | \$30.00 |
| PP0001800 | HANSULD, KENNETH RAY JERRY JR | 11/14/2017 | 440262 | R00041060 | 140794679-1 | \$15.00 |
| PP0001800 Totals: | | | | | | \$15.00 |
| PP0001803 | STROUD, BEIJA R | 11/07/2017 | 439831 | R00040907 | 160753477-1 | \$40.00 |
| PP0001803 Totals: | | | | | | \$40.00 |
| PP0001804 | LEWIS, DAYMOND K L | 11/16/2017 | 440452 | R00041118 | 160755194-1 | \$22.50 |
| PP0001804 Totals: | | | | | | \$22.50 |
| PP0001805 | EVANS, SHAWN LEE | 11/07/2017 | 439846 | R00040921 | 140804313-1 | \$28.00 |
| | | 11/15/2017 | 440294 | R00041072 | 140804313-1 | \$20.00 |
| PP0001805 Totals: | | | | | | \$48.00 |
| PP0001813 | CALDWELL, BRUCE LEE | 11/04/2017 | 439699 | R00040863 | 160753993-1 | \$100.00 |
| PP0001813 Totals: | | | | | | \$100.00 |
| PP0001814 | BURTON, ROBERT LOUIS | 11/06/2017 | 439780 | R00040888 | 140801778-1 | \$30.00 |
| PP0001814 Totals: | | | | | | \$30.00 |
| PP0001825 | CHANDLER, DAKOTA A | 11/21/2017 | 440622 | R00041177 | 140801871-1 | \$39.00 |
| | | 11/21/2017 | 440622 | R00041177 | 140801872-1 | \$158.50 |
| PP0001825 Totals: | | | | | | \$197.50 |
| PP0001828 | RIFE, RICHARD ORVEL 3RD | 11/01/2017 | 439432 | R00040757 | 121154112-1 | \$59.00 |
| | | 11/01/2017 | 439432 | R00040757 | 121154113-1 | \$41.00 |
| * PP0001828 Totals: | | | | | | \$100.00 |
| PP0001839 | JOINER, BRIAN WRAY | 11/02/2017 | 439600 | R00040815 | 160755357-1 | \$112.00 |
| PP0001839 Totals: | | | | | | \$112.00 |
| PP0001842 | KROLL, RONDA RENEE | 11/03/2017 | 439686 | R00040853 | 160753787-1 | \$125.00 |
| | | 11/14/2017 | 440260 | R00041059 | 160753787-1 | \$30.00 |
| PP0001842 Totals: | | | | | | \$155.00 |
| PP0001847 | JURY, ZACHERY KYLE | 11/24/2017 | 440672 | R00041207 | 140803363-1 | \$200.00 |
| PP0001847 Totals: | | | | | | \$200.00 |
| PP0001848 | BALDWIN, AARON KEITH | 11/17/2017 | 440496 | R00041140 | 140804482-1 | \$50.00 |
| PP0001848 Totals: | | | | | | \$50.00 |
| PP0001849 | COMBS, TAMARA L | 11/30/2017 | 441067 | R00041314 | 160755213-1 | \$82.00 |
| PP0001849 Totals: | | | | | | \$82.00 |
| PP0001855 | WALKER, REBECCA MARIE | 11/05/2017 | 439705 | R00040867 | 160756228-1 | \$160.00 |
| PP0001855 Totals: | | | | | | \$160.00 |
| PP0001856 | THURMAN, TYLER DANIEL | 11/27/2017 | 440854 | R00041240 | 160754796-1 | \$83.00 |
| PP0001856 Totals: | | | | | | \$83.00 |
| PP0001858 | GIVAN, JEFFERY DARREN | 11/13/2017 | 440214 | R00041047 | 160752329-1 | \$25.00 |
| PP0001858 Totals: | | | | | | \$25.00 |
| PP0001864 | GREGORY, LA KEYCHER | 11/03/2017 | 439679 | R00040847 | 160753949-1 | \$23.00 |
| | | 11/07/2017 | 439816 | R00040896 | 160753949-1 | \$25.00 |
| PP0001864 Totals: | | | | | | \$48.00 |

* Indicates an overpayment was made on the Payment Plan

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|-----------|-------------------------------|------------|----------------------------|-----------|-------------|-----------------|
| PP0001867 | ROBBINS, BRADLEY MICHAEL | 11/13/2017 | 440181 | R00041032 | 160752999-1 | \$50.00 |
| | | 11/27/2017 | 440853 | R00041239 | 160752999-1 | \$100.00 |
| | | | * PP0001867 Totals: | | | \$160.00 |
| PP0001870 | HARRIS, DESIREE M | 11/29/2017 | 440920 | R00041263 | 160753519-1 | \$123.00 |
| | | | PP0001870 Totals: | | | \$123.00 |
| PP0001877 | MCGEE, ANDREA KAY | 11/06/2017 | 439707 | R00040869 | 160753425-1 | \$100.00 |
| | | | PP0001877 Totals: | | | \$100.00 |
| PP0001878 | PALMA CHAVEZ, OMAR D | 11/05/2017 | 439700 | R00040864 | 160756643-1 | \$50.00 |
| | | | PP0001878 Totals: | | | \$50.00 |
| PP0001880 | OWENS, LENARD JA | 11/03/2017 | 439685 | R00040852 | 140803502-1 | \$75.00 |
| | | | * PP0001880 Totals: | | | \$75.00 |
| PP0001883 | RUBY, RYAN MICHAEL | 11/12/2017 | 440113 | R00041020 | 160755361-1 | \$50.00 |
| | | | PP0001883 Totals: | | | \$50.00 |
| PP0001884 | UNDERWOOD, GEORGE EDWARD | 11/06/2017 | 439771 | R00040885 | 140802158-1 | \$20.00 |
| | | 11/06/2017 | 439771 | R00040885 | 140802157-1 | \$10.00 |
| | | | PP0001884 Totals: | | | \$30.00 |
| PP0001888 | PEREZ, MIGUEL ANGEL | 11/13/2017 | 440177 | R00041021 | 121159909-1 | \$25.00 |
| | | 11/13/2017 | 440177 | R00041021 | 160755336-1 | \$75.00 |
| | | | PP0001888 Totals: | | | \$100.00 |
| PP0001890 | KUNTZ, DEBORAH JO | 11/29/2017 | 440918 | R00041261 | 160755305-1 | \$20.00 |
| | | | PP0001890 Totals: | | | \$20.00 |
| PP0001891 | STEWART, ROCIO VERONICA | 11/08/2017 | 439974 | R00040982 | 160753073-1 | \$20.00 |
| | | 11/22/2017 | 440668 | R00041204 | 160753073-1 | \$33.00 |
| | | | PP0001891 Totals: | | | \$53.00 |
| PP0001893 | DUNKINSEL'EL, DONESIOUS DEVON | 11/17/2017 | 440485 | R00041128 | 160755367-1 | \$62.00 |
| | | | PP0001893 Totals: | | | \$62.00 |
| PP0001897 | JOHNSON, DARRIUS D | 11/25/2017 | 440673 | R00041208 | 160755229-1 | \$30.00 |
| | | | PP0001897 Totals: | | | \$30.00 |
| PP0001899 | STUDNA, CARRIE ANN | 11/01/2017 | 439427 | R00040751 | 140799874-1 | \$90.00 |
| | | | PP0001899 Totals: | | | \$90.00 |
| PP0001900 | MCGILL, ROSCOE PIERRE 3RD | 11/17/2017 | 440476 | R00041120 | 160754502-1 | \$100.00 |
| | | | PP0001900 Totals: | | | \$100.00 |
| PP0001901 | GRAY, PATRICIA V | 11/08/2017 | 439918 | R00040962 | 121154126-1 | \$20.00 |
| | | | PP0001901 Totals: | | | \$20.00 |
| PP0001906 | BABCOCK, STEPHEN A | 11/14/2017 | 440222 | R00041048 | 160753366-1 | \$30.00 |
| | | | PP0001906 Totals: | | | \$30.00 |
| PP0001911 | DAVIS, SAMIKA D | 11/03/2017 | 439687 | R00040854 | 140801896-1 | \$25.00 |
| | | | PP0001911 Totals: | | | \$25.00 |
| PP0001919 | CUNNINGHAM, ANGELA M | 11/11/2017 | 440111 | R00041019 | 160753081-1 | \$25.00 |
| | | | PP0001919 Totals: | | | \$25.00 |
| PP0001923 | KAYSER, SANDRA K | 11/13/2017 | 440179 | R00041030 | 140803486-1 | \$35.00 |
| | | | PP0001923 Totals: | | | \$35.00 |
| PP0001924 | ROBINSON, RON E | 11/02/2017 | 439533 | R00040805 | 121154164-1 | \$100.00 |
| | | | PP0001924 Totals: | | | \$100.00 |
| PP0001926 | BRENNAN, VICKIE SUE | 11/14/2017 | 440256 | R00041055 | 160754922-1 | \$50.00 |
| | | | PP0001926 Totals: | | | \$50.00 |
| PP0001927 | STANFIELD, MATTHEW ELLIOTT | 11/07/2017 | 439848 | R00040923 | 160754200-1 | \$20.00 |
| | | 11/29/2017 | 440990 | R00041299 | 160754200-1 | \$50.00 |
| | | | PP0001927 Totals: | | | \$70.00 |
| PP0001931 | MARTIN, MARSHA L | 11/07/2017 | 439847 | R00040922 | 140803466-1 | \$65.00 |
| | | | PP0001931 Totals: | | | \$65.00 |
| PP0001932 | PETERSON, DAVID R | 11/09/2017 | 440034 | R00040988 | 140801961-1 | \$20.00 |
| | | | PP0001932 Totals: | | | \$20.00 |
| PP0001933 | PHELPS, ANGELA LYNN | 11/01/2017 | 439523 | R00040800 | 140803509-1 | \$50.00 |
| | | | PP0001933 Totals: | | | \$50.00 |

* Indicates an overpayment was made on the Payment Plan

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|----------------------------|------------------------------------|------------|--------|-----------|-------------|-----------------|
| PP0001935 | HENDERSON, AVERY P | 11/03/2017 | 439633 | R00040822 | 160756627-1 | \$143.00 |
| PP0001935 Totals: | | | | | | \$143.00 |
| PP0001936 | RAMIREZ, ALEJANDRA (X) | 11/04/2017 | 439698 | R00040862 | 160753982-1 | \$50.00 |
| PP0001936 Totals: | | | | | | \$50.00 |
| PP0001937 | DYSON, STEPHEN L 2ND | 11/10/2017 | 440084 | R00041004 | 160753443-1 | \$50.00 |
| PP0001937 Totals: | | | | | | \$50.00 |
| PP0001944 | BROWN, SKYLER RAY | 11/10/2017 | 440080 | R00040994 | 160755644-1 | \$50.00 |
| | | 11/27/2017 | 440835 | R00041223 | 160755644-1 | \$50.00 |
| PP0001944 Totals: | | | | | | \$100.00 |
| PP0001945 | KAY, CHERYL D | 11/22/2017 | 440667 | R00041203 | 160756237-1 | \$50.00 |
| PP0001945 Totals: | | | | | | \$50.00 |
| PP0001946 | WILLIAMS, COURTNEY M | 11/03/2017 | 439642 | R00040833 | 160756607-1 | \$25.00 |
| PP0001946 Totals: | | | | | | \$25.00 |
| PP0001953 | NORTHWEATHER, JOHN PHILLIP | 11/15/2017 | 440296 | R00041074 | 121154162-1 | \$129.50 |
| PP0001953 Totals: | | | | | | \$129.50 |
| PP0001954 | GRAY, CHRISTOPHER PAUL | 11/29/2017 | 440921 | R00041264 | 140803378-1 | \$40.00 |
| PP0001954 Totals: | | | | | | \$40.00 |
| PP0001955 | GREEN, EDDIE B 3RD | 11/01/2017 | 439397 | R00040745 | 140801957-1 | \$225.00 |
| PP0001955 Totals: | | | | | | \$225.00 |
| PP0001962 | CROSSLEY-COOKS, LARRY SOLOMON | 11/27/2017 | 440864 | R00041243 | 140801921-1 | \$80.00 |
| PP0001962 Totals: | | | | | | \$80.00 |
| PP0001963 | SLAUGHTER, MOLLY EILEEN | 11/30/2017 | 441068 | R00041315 | 160755674-1 | \$20.00 |
| PP0001963 Totals: | | | | | | \$20.00 |
| PP0001964 | HAMMOND, DERRIC B | 11/14/2017 | 440258 | R00041057 | 160754897-1 | \$50.00 |
| | | 11/28/2017 | 440889 | R00041252 | 160754807-1 | \$35.00 |
| | | 11/28/2017 | 440889 | R00041252 | 160754897-1 | \$23.00 |
| * PP0001964 Totals: | | | | | | \$108.00 |
| PP0001965 | AUSTIN, SARAH ELIZABETH | 11/03/2017 | 439653 | R00040844 | 140801916-1 | \$50.00 |
| PP0001965 Totals: | | | | | | \$50.00 |
| PP0001966 | WYRICK, CHRISTOPHER JUSTIN | 11/20/2017 | 440589 | R00041169 | 160757111-1 | \$100.00 |
| PP0001966 Totals: | | | | | | \$100.00 |
| PP0001967 | EDWARDS, RONALD L | 11/10/2017 | 440098 | R00041015 | 140795382-1 | \$25.00 |
| PP0001967 Totals: | | | | | | \$25.00 |
| PP0001970 | SMITH, LACEY D | 11/10/2017 | 440083 | R00041003 | 160754862-1 | \$75.00 |
| PP0001970 Totals: | | | | | | \$75.00 |
| PP0001980 | BERRY, LEIGHANN KATHRYN | 11/03/2017 | 439632 | R00040821 | 160757609-1 | \$89.50 |
| | | 11/03/2017 | 439632 | R00040821 | 160757610-1 | \$10.50 |
| PP0001980 Totals: | | | | | | \$100.00 |
| PP0001984 | SAUNDERS, MICHELLE L | 11/01/2017 | 439422 | R00040747 | 121154174-1 | \$25.00 |
| | | 11/30/2017 | 441032 | R00041303 | 121154174-1 | \$25.00 |
| PP0001984 Totals: | | | | | | \$50.00 |
| PP0001986 | BARBER, CHARLES ANTHONY | 11/15/2017 | 440288 | R00041062 | 160755388-1 | \$40.00 |
| PP0001986 Totals: | | | | | | \$40.00 |
| PP0001989 | OLIVO, AMANDA CONSUELO MARGARET | 11/15/2017 | 440372 | R00041107 | 160756254-1 | \$25.00 |
| | | 11/15/2017 | 440372 | R00041107 | 160756255-1 | \$75.00 |
| PP0001989 Totals: | | | | | | \$100.00 |
| PP0001992 | STRICKERT, JASON D | 11/03/2017 | 439693 | R00040860 | 160753321-1 | \$75.00 |
| PP0001992 Totals: | | | | | | \$75.00 |
| PP0001995 | WEEKS, WESLEY CALVIN | 11/07/2017 | 439833 | R00040909 | 160754085-1 | \$25.00 |
| PP0001995 Totals: | | | | | | \$25.00 |
| PP0001996 | RAGLAND, NESHAUN MARIE | 11/07/2017 | 439838 | R00040914 | 121154173-1 | \$50.00 |
| PP0001996 Totals: | | | | | | \$50.00 |
| PP0002002 | RICHMOND, JOHN W | 11/06/2017 | 439756 | R00040870 | 121154101-1 | \$129.50 |
| PP0002002 Totals: | | | | | | \$129.50 |
| PP0002005 | THOMPSON, ALEXANDRA LEE | 11/03/2017 | 439680 | R00040848 | 160755289-1 | \$29.50 |
| PP0002005 Totals: | | | | | | \$29.50 |

* Indicates an overpayment was made on the Payment Plan

| | | | | | | |
|----------------------------|------------------------------|------------|--------|-----------|-------------|-----------------|
| PP0002007 | FROCK, JASON WAYNE | 11/15/2017 | 440373 | R00041108 | 140802848-1 | \$20.00 |
| PP0002007 Totals: | | | | | | \$20.00 |
| PP0002009 | COWAN, CARLEE ELIZABETH | 11/01/2017 | 439497 | R00040794 | 160757721-1 | \$100.00 |
| | | 11/30/2017 | 441036 | R00041307 | 160757721-1 | \$125.00 |
| PP0002009 Totals: | | | | | | \$225.00 |
| PP0002010 | SHATLEY, HUBERT RAY | 11/01/2017 | 439499 | R00040795 | 160758124-1 | \$133.00 |
| | | 11/01/2017 | 439499 | R00040795 | 160758125-1 | \$67.00 |
| | | 11/07/2017 | 439835 | R00040911 | 160758125-1 | \$158.00 |
| | | 11/07/2017 | 439835 | R00040911 | 160758126-1 | \$123.00 |
| | | 11/07/2017 | 439835 | R00040911 | 160758127-1 | \$19.00 |
| PP0002010 Totals: | | | | | | \$500.00 |
| PP0002011 | MCDONALD, SARAH R | 11/22/2017 | 440625 | R00041179 | 160756717-1 | \$100.00 |
| PP0002011 Totals: | | | | | | \$100.00 |
| PP0002014 | KEYES, BRANDON | 11/15/2017 | 440263 | R00041061 | 160758637-1 | \$20.00 |
| PP0002014 Totals: | | | | | | \$20.00 |
| PP0002015 | MINNICK, TRENTON CRAIG | 11/17/2017 | 440480 | R00041122 | 160756759-1 | \$50.00 |
| PP0002015 Totals: | | | | | | \$50.00 |
| PP0002017 | DAY, VINCENT LAWRENCE | 11/01/2017 | 439512 | R00040797 | 160756713-1 | \$60.00 |
| | | 11/13/2017 | 440212 | R00041045 | 160756713-1 | \$63.00 |
| PP0002017 Totals: | | | | | | \$123.00 |
| PP0002018 | TREJO, GREGORIO | 11/01/2017 | 439518 | R00040798 | 160755501-1 | \$50.00 |
| PP0002018 Totals: | | | | | | \$50.00 |
| PP0002020 | MURRAY, MARY DELANDRO | 11/30/2017 | 440992 | R00041301 | 160756724-1 | \$100.00 |
| PP0002020 Totals: | | | | | | \$100.00 |
| PP0002021 | NORMAN, MANDY L | 11/01/2017 | 439520 | R00040799 | 160755534-1 | \$80.00 |
| | | 11/16/2017 | 440447 | R00041114 | 160755534-1 | \$50.00 |
| | | 11/30/2017 | 441035 | R00041306 | 160755534-1 | \$50.00 |
| PP0002021 Totals: | | | | | | \$180.00 |
| PP0002022 | RHOADS, EILEEN MARIE | 11/17/2017 | 440487 | R00041130 | 160756147-1 | \$62.00 |
| PP0002022 Totals: | | | | | | \$62.00 |
| PP0002025 | PARKEY, MELISSA JAIME | 11/09/2017 | 440019 | R00040987 | 160756207-1 | \$100.00 |
| PP0002025 Totals: | | | | | | \$100.00 |
| PP0002027 | SILVA, PERCILA ESTHER | 11/01/2017 | 439526 | R00040802 | 160758110-1 | \$20.00 |
| PP0002027 Totals: | | | | | | \$20.00 |
| PP0002028 | FAIRLEY, TERRANCE KALEB | 11/01/2017 | 439527 | R00040803 | 160758129-1 | \$20.00 |
| PP0002028 Totals: | | | | | | \$20.00 |
| PP0002029 | JACKSON, GERALD WAYNE | 11/10/2017 | 440107 | R00041016 | 160753415-1 | \$50.00 |
| PP0002029 Totals: | | | | | | \$50.00 |
| PP0002033 | SHAW, CHRISTOPHER DEAN | 11/28/2017 | 440881 | R00041245 | 140801910-1 | \$123.00 |
| * PP0002033 Totals: | | | | | | \$123.00 |
| PP0002035 | HUNTER, SHELBY RENEE | 11/15/2017 | 440351 | R00041100 | 160756675-1 | \$50.00 |
| | | 11/29/2017 | 440937 | R00041283 | 160756675-1 | \$50.00 |
| PP0002035 Totals: | | | | | | \$100.00 |
| PP0002038 | LEWIS, ADAM NATHAN | 11/08/2017 | 439952 | R00040975 | 160752426-1 | \$25.00 |
| | | 11/08/2017 | 439952 | R00040975 | 160752427-1 | \$225.00 |
| PP0002038 Totals: | | | | | | \$250.00 |
| PP0002042 | MOLTHAN, LEVI | 11/15/2017 | 440302 | R00041079 | 160756609-1 | \$50.00 |
| | | 11/29/2017 | 440943 | R00041288 | 160756609-1 | \$73.00 |
| | | 11/29/2017 | 440943 | R00041288 | 160756610-1 | \$27.00 |
| PP0002042 Totals: | | | | | | \$150.00 |
| PP0002043 | LUEVANO, ANGELICA RAE | 11/17/2017 | 440491 | R00041134 | 160756189-1 | \$100.00 |
| PP0002043 Totals: | | | | | | \$100.00 |
| PP0002044 | STOUT, MCKELA MARIE | 11/10/2017 | 440108 | R00041017 | 140801607-1 | \$50.00 |
| | | 11/24/2017 | 440671 | R00041206 | 140801607-1 | \$50.00 |
| PP0002044 Totals: | | | | | | \$100.00 |
| PP0002046 | DOUGHERTY, CHRISTOPHER SCOTT | 11/10/2017 | 440079 | R00040993 | 160756229-1 | \$100.00 |
| * PP0002046 Totals: | | | | | | \$100.00 |

* Indicates an overpayment was made on the Payment Plan

| | | | | | | |
|--------------------------|---------------------------|------------|--------|-----------|-------------|----------------|
| PP0002050 | RICHMOND, JOHN W | 11/20/2017 | 440566 | R00041150 | 160757608-1 | \$64.00 |
| PP0002050 Totals: | | | | | | \$64.00 |
| PP0002059 | JASPER, CAYONE ANTOINETTE | 11/17/2017 | 440482 | R00041123 | 160756106-1 | \$25.00 |
| PP0002059 Totals: | | | | | | \$25.00 |
| PP0002062 | CROSSLEY, DAKOTA BRADLY | 11/29/2017 | 440949 | R00041291 | 140801992-1 | \$20.00 |
| PP0002062 Totals: | | | | | | \$20.00 |
| PP0002066 | COLLINS, CARMILLA B.L. | 11/29/2017 | 440973 | R00041296 | 160754417-1 | \$35.00 |
| PP0002066 Totals: | | | | | | \$35.00 |

Report Totals

\$12,401.50

* Indicates an overpayment was made on the Payment Plan



My Filed Or Closed Cases Listing

Belton

12/5/2017 4:22:17 PM

Totals For Filed Date From 11/01/2017 To 11/30/2017

Posted Fee Totals For Posted Date From 11/01/2017 To 11/30/2017

Violations By Filed Date

| | |
|--------------------------------|------------|
| City Ordinance | 165 |
| IPMC CODE | 10 |
| MOVING TRAFFIC | 324 |
| Traffic | 172 |
| Total Violations Filed: | 671 |

Violations Completed-Paid Fines By Filed Date

CL-CLOSED FOUND GUILTY

| | |
|---|------------|
| MOVING TRAFFIC | 85 |
| Parking | 1 |
| Traffic | 53 |
| CL | 139 |
| Total Violations Completed-Paid Fines: | 139 |

Violations Completed-Before Judge By Filed Date

CL-CLOSED FOUND GUILTY

| | |
|----------------|-----|
| City Ordinance | 73 |
| IPMC CODE | 2 |
| MOVING TRAFFIC | 56 |
| Traffic | 109 |
| CL | 240 |

DC-Dismissed by Complainant

| | |
|----------------|---|
| City Ordinance | 3 |
| DC | 3 |

DI-CLOSED BY SIS



My Filed Or Closed Cases Listing

Belton

12/5/2017 4:22:17 PM

Totals For Filed Date From 11/01/2017 To 11/30/2017

Posted Fee Totals For Posted Date From 11/01/2017 To 11/30/2017

Violations Completed-Before Judge By Filed Date

| | |
|----------------|-----------|
| City Ordinance | 3 |
| IPMC CODE | 2 |
| MOVING TRAFFIC | 8 |
| UNUSED | 2 |
| DI | 15 |

DJ-Dismissed by Judge

| | |
|----------------|----------|
| City Ordinance | 2 |
| DJ | 2 |

DP-Dismissed by Prosecutor

26

| | |
|----------------|-----------|
| City Ordinance | 18 |
| MOVING TRAFFIC | 26 |
| Traffic | 7 |
| DP | 51 |

DW-DISMISSED NO WITNESS

| | |
|----------------|----------|
| City Ordinance | 3 |
| DW | 3 |

DX-FOUND NOT GUILTY AT TRIAL

| | |
|----------------|-----------|
| City Ordinance | 2 |
| MOVING TRAFFIC | 55 |
| Traffic | 4 |
| DX | 61 |

Total Violations Completed-Before Judge: 375



My Filed Or Closed Cases Listing

Belton

12/5/2017 4:22:17 PM

Totals For Filed Date From 11/01/2017 To 11/30/2017

Posted Fee Totals For Posted Date From 11/01/2017 To 11/30/2017

Violations Completed-Other By Filed Date

D\$-DISMISSED SC PP RECALCULATED/PAID

| | | |
|----------------|----|----|
| City Ordinance | 47 | |
| D\$ | | 47 |

DO-DISMISSED BY OFFICER

| | | |
|----------------|---|---|
| MOVING TRAFFIC | 1 | |
| DO | | 1 |

DS-DISMISSED STATE CHARGES

| | | |
|----------------|---|---|
| City Ordinance | 1 | |
| DS | | 1 |

| | | |
|---|--|-----------|
| Total Violations Completed-Paid Fines: | | 49 |
|---|--|-----------|

| | |
|--|------------|
| Total Violations Completed-Paid Fines: | 139 |
| Total Violations Completed-Before Judge: | 375 |
| Total Violations Completed-Before Jury: | 0 |
| Total Violations Completed-Before Teen Court: | 0 |
| Total Violations Completed-Other: | 49 |
| Total Violations Completed: | 563 |
| Total Violations Filed: | 671 |
| Net Difference Filed - Completed: | 108 |

Warrants Issued

| | |
|----------------|-----|
| City Ordinance | 105 |
| IPMC CODE | 1 |
| MOVING TRAFFIC | 94 |



My Filed Or Closed Cases Listing

Belton

12/5/2017 4:22:17 PM

Totals For Filed Date From 11/01/2017 To 11/30/2017

Posted Fee Totals For Posted Date From 11/01/2017 To 11/30/2017

| | | | |
|--------------------------------|------------|--------------------------|------------|
| Traffic | 52 | | |
| Total Warrants Issued: | 252 | Total Violations: | 252 |
| Warrants Cleared | | | |
| City Ordinance | 147 | | |
| IPMC CODE | 2 | | |
| MOVING TRAFFIC | 106 | | |
| Parking | 1 | | |
| Traffic | 50 | | |
| Total Warrants Cleared: | 306 | Total Violations: | 306 |
| Total Warrants Issued: | 252 | | |
| Total Warrants Cleared: | 306 | | |
| Net Difference: | -54 | | |

28

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

| | | | |
|----------------|---|---|--|
| MOVING TRAFFIC | 3 | | |
| AJ | | 3 | |

CC-CONTEMPT OF COURT ISSUED

| | | | |
|----------------|---|---|--|
| City Ordinance | 2 | | |
| MOVING TRAFFIC | 1 | | |
| Traffic | 1 | | |
| CC | | 4 | |

CD-Completion date for school(s)

| | | | |
|----------------|---|---|--|
| MOVING TRAFFIC | 2 | | |
| CD | | 2 | |



My Filed Or Closed Cases Listing

Belton

12/5/2017 4:22:17 PM

Totals For Filed Date From 11/01/2017 To 11/30/2017

Posted Fee Totals For Posted Date From 11/01/2017 To 11/30/2017

Violations Completed-Other Paid By Filed Date CL-CLOSED FOUND GUILTY

| | |
|----------------|---|
| City Ordinance | 1 |
| MOVING TRAFFIC | 4 |
| Traffic | 3 |
| CL | 8 |

CN-Continued Arraignment

| | |
|----------------|---|
| City Ordinance | 2 |
| MOVING TRAFFIC | 3 |
| CN | 5 |

29

PP-Payment plan

| | |
|----------------|-----|
| City Ordinance | 34 |
| IPMC CODE | 3 |
| MOVING TRAFFIC | 55 |
| Traffic | 20 |
| UNUSED | 1 |
| PP | 113 |

WI-Warrant Issued

| | |
|----------------|---|
| City Ordinance | 1 |
| WI | 1 |

Total Violations Completed-Other Paid: 136



My Filed Or Closed Cases Listing

Belton

12/5/2017 4:22:17 PM

Posted Fee Totals For Posted Date From 11/01/2017 To 11/30/2017

| Fee Code | Fee Description | Paid |
|-------------|------------------------------|-------------|
| BF (84) | BOND FORFEITURE | \$2,981.00 |
| CC (76) | COURT COSTS | \$3,509.16 |
| CN (CA) | COURT NOTIFCATION AUTOMATION | \$628.75 |
| CVC2 (74) | CRIME VICTIMS CITY | \$117.66 |
| CVS2 (CV) | CRIME VICTIMS STATE | \$2,443.82 |
| DM (82) | DOMESTIC VIOLENCE | \$634.00 |
| DWI (77) | DWI RECOVERY COST | \$150.00 |
| FINE (76) | FINE | \$46,006.40 |
| ILFC (83) | ILF- CITY | \$324.63 |
| IS (IS) | INMATE SECURITY FUND | \$637.20 |
| RST (RS) | RESTITUTION | \$190.00 |
| 30 SBF (84) | SURETY BOND FORFEITURE | \$300.00 |
| SR (SR) | SHERIFF RETIREMENT | \$1,028.26 |
| TFC (78) | TRAINING FUND CITY | \$635.37 |
| TFS (81) | TRAINING FUND STATE | \$342.75 |

Report Totals: **\$59,929.00**

MUNICIPAL DIVISION SUMMARY REPORTING FORM

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

| | | | |
|---|----------------------------------|--|---------------------------|
| I. COURT INFORMATION | | Contact information same as last report <input checked="" type="checkbox"/> | |
| Municipality: | Belton | Reporting Period: 11/2017 | |
| Mailing Address: | 7001 E. 163rd St. Belton 64012 | Software Vendor: Tyler Technologies | |
| Physical Address: | 7001 E. 163rd St. Belton 64012 | County: CASS COUNTY | Circuit: 17 |
| Telephone Number: | (816) 331-2798 | Fax Number: (816) 348-4439 | |
| Prepared by: | Laura Ellis | E-mail Address: | beltoncourts@beltonpd.org |
| | | iNotes <input checked="" type="checkbox"/> | |
| Municipal Judge(s) CHARLES C. CURRY | | Prosecuting Attorney: WILLIAM N. MARSHALL III | |
| II. MONTHLY CASELOAD INFORMATION | | | |
| | Alcohol and Drug Related Traffic | Other Traffic | Non-Traffic Ordinance |
| A. cases (citations / informations) pending at start of month | 98 | 3,546 | 1,902 |
| B. cases (citations / informations) filed | 4 | 489 | 178 |
| C. cases (citations / informations) disposed | | | |
| 1. jury trial (Springfield, Jefferson County, and St. Louis County only) | | | |
| 2. court / bench trial - GUILTY | 0 | 7 | 6 |
| 3. court / bench trial - NOT GUILTY | 0 | 58 | 2 |
| 4. plea of GUILTY in court | 2 | 186 | 91 |
| 5. Violations Bureau Citations (i.e., written plea of guilty) and bond forfeitures by court order (as payment of fines / costs) | 0 | 137 | 2 |
| 6. dismissed by court | 0 | 0 | 52 |
| 7. <i>nolle prosequi</i> | 0 | 29 | 23 |
| 8. certified for jury trial (not heard in the Municipal Division) | 0 | 0 | 0 |
| 9. TOTAL CASE DISPOSITIONS | 2 | 417 | 176 |
| D. cases (citations / informations) pending at end of month [pending caseload = (A + B) – C9] | 100 | 3,618 | 1,904 |
| E. Trial de Novo and / or appeal applications filed | 0 | 0 | 0 |
| III. WARRANT INFORMATION (Pre and Post Disposition) | | IV. PARKING TICKETS | |
| 1. # issued during reporting period | 252 | # issued during period | 0 |
| 2. # served/withdrawn during reporting period | 345 | <input checked="" type="checkbox"/> Court staff does not process parking tickets | |
| 3. # outstanding at end of reporting period | 2,497 | | |

MUNICIPAL DIVISION SUMMARY REPORTING FORM

| | | |
|--------------------------|----------------------|---------------------------|
| COURT INFORMATION | Municipality: Belton | Reporting Period: 11/2017 |
|--------------------------|----------------------|---------------------------|

| | | | |
|--|-------------|---|-------------|
| V. DISBURSEMENTS | | | |
| Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation) | | Other Disbursements cont. | |
| Fines - Excess Revenue | \$31,607.26 | | |
| Clerk Fee - Excess Revenue | \$2,969.60 | | |
| Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue | \$91.02 | | |
| Bond forfeitures (paid to city) - Excess Revenue | \$521.00 | | |
| Total Excess Revenue | \$35,188.88 | | |
| Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation) | | | |
| Fines - Other | \$15,027.89 | | |
| Clerk Fee - Other | \$864.19 | | |
| Judicial Education Fund (JEF) <input checked="" type="checkbox"/> Court does not retain funds for JEF | \$0.00 | | |
| Peace officer Standards and Training (POST) Commission surcharge | \$342.75 | | |
| Crime Victims Compensation (CVC) Fund surcharge - Paid to State | \$2,443.82 | | |
| Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other | \$26.64 | | |
| Law Enforcement Training (LET) Fund surcharge | \$635.37 | | |
| Domestic Violence Shelter surcharge | \$634.00 | | |
| Inmate Prisoner Detainee Security Fund surcharge | \$637.20 | | |
| Sheriffs' Retirement Fund (SRF) surcharge | \$1,028.26 | | |
| Restitution | \$190.00 | | |
| Parking ticket revenue (including penalties) | \$0.00 | | |
| Bond forfeitures (paid to city) - Other | \$2,760.00 | | |
| Total Revenue Other | \$24,590.12 | | |
| Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs, witness fees, and board bill/jail costs. | | Total Other Disbursements | \$150.00 |
| | | Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited | \$59,929.00 |
| DWI RECOVERY COST | \$150.00 | Bond Refunds | \$0.00 |
| | | Total Disbursements | \$59,929.00 |

Laura Ellis

To: MunicipalDivision.Reports@courts.mo.gov
Subject: November Monthly Report
Attachments: NOV MO REPORT.pdf

Please find attached the November Municipal Division Summary Report for Belton Municipal Court. If you need further information, please let me know.

Thank you,

Laura Ellis | Court Administrator

Belton Municipal Court

7001 E. 163rd St. | Belton, MO 64012

816/331/2798 ph | 816/348/4439 fax

www.belton.org | laurae@beltonpd.org

MACA, Past President



SECTION IV

C

R2018-01

A RESOLUTION AUTHORIZING THE CITY COUNCIL OF BELTON, MISSOURI TO APPOINT JENNIFER KAILUS AND REAPPOINT DONALD SCHUSTER TO SERVE ON THE BELTON TREE BOARD.

WHEREAS, the City of Belton City Council approved the formation of a Tree Board by Resolution R2011-01 on January 11, 2011; and

WHEREAS, the Board of Directors are appointed by the Mayor with the approval of the City Council; and

WHEREAS, Dawn Elmore-Fricke resigned her position on the Tree Board effective October 18, 2017, and her term expires January 11, 2018; and

WHEREAS, Jennifer Kailus is hereby appointed to serve as a member of the Belton Tree Board until January 11, 2021; and

WHEREAS, Donald Schuster's term expires January 11, 2018; he is hereby reappointed to serve as a member until January 11, 2021; and

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 Directors of the Belton Tree Board, being appointed for three (3) year terms, or until their successor(s) is duly appointed:

Term Expiration

| | |
|------------------------|-------------------------|
| Patricia Porter | January 11, 2019 |
| George Gray | January 11, 2019 |
| Janna Dillon | January 11, 2020 |
| Donald Schuster | January 11, 2021 |
| Jennifer Kailus | January 11, 2021 |

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

Duly read and passed this 9th day of January, 2018.

Mayor Jeff Davis

ATTEST:

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

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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton, Missouri, and that the foregoing Resolution was regularly introduced at a regular meeting of the City Council held on the 9th day of January, 2018, and adopted at a regular meeting of the City Council held the 9th day of January, 2018 by the following vote, to-wit:

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

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



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

Date Nov. 20, 2017

*Board/Commission of interest Tree Board

*Name Jennifer Kailus

*Phone# 816 718 2592

*Address 2307 E 158th St
Belton MO 64012

*E-mail jennifer.kailus@gmail.com

Length of residence in Belton 24 years

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

excited by the beauty & ecology which trees
bring to our city. It is a living investment
in the present & future.

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 hope that my skills in research,
interpersonal communication, & playing in the
dirt would be useful to this board.

Signature: Jennifer Kailus

*Required information

Updated 1/6/2015

C:\Users\down\Downloads\application board & commissions.doc

SECTION VI
B

AN ORDINANCE APPROVING A VACATION OF UNIMPROVED BELTON AVENUE IN THE AUTUMN WOODS PLANNED UNIT DEVELOPMENT, ON THE NORTH SIDE OF MARKEY ROAD, JUST WEST OF SCOTT AVENUE, IN THE CITY OF BELTON, CASS COUNTY, MISSOURI.

WHEREAS, the vacation of unimproved Belton Avenue is a requirement of the final plat. The location of the right-of-way along the west property line of the development is attached as **Exhibit A** and the legal property description is attached as **Exhibit B**; and

WHEREAS, letters were sent to the person or persons owning the property abutting the unimproved Belton Avenue and there was no response to vacating the right-of-way; and

WHEREAS, letters were sent letters to KCP&L, AT&T, Spire and Time Warner requesting comment and input on the vacation. No comments were received; and

WHEREAS, the Belton Planning Commission held a public hearing to solicit comments on the proposed vacation of unimproved Belton Avenue at a regular meeting on December 4, 2017. There was no public comments; and

WHEREAS, the Belton Planning Commission voted 6-0 by those present to recommend approval of the request to vacate unimproved Belton Avenue in the Autumn Woods Subdivision, north of Markey Road; and

WHEREAS, the Council finds that no private rights will be unreasonably injured or endangered by this vacation and that the public will suffer no unreasonable loss or inconvenience thereby.

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

- Section 1.** That the right-of-way legally described in **Exhibit B** is hereby attached to and incorporated in the ordinance is approved.
- Section 2.** That the City Clerk is hereby instructed to record the vacation ordinance, vacation exhibit and legal description with the Cass County Recorder of Deeds.
- Section 3.** That this Ordinance shall be in full force and effect from and after the date of its passage and approval.
- Section 4.** All ordinances or parts of ordinances in conflict with the provisions are hereby repealed.

PUBLIC HEARING AT PLANNING AND ZONING: December 4, 2017

READ FOR THE FIRST TIME: January 9, 2018

READ FOR THE SECOND TIME AND PASSED:

Mayor Jeff Davis

Approved this _____ day of _____, 2018.

Mayor, Jeff Davis

ATTEST:

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

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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the 9th of January, 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 _____ day of _____, 2018, after the second reading thereof by the following vote, to-wit:

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

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

EXHIBIT A

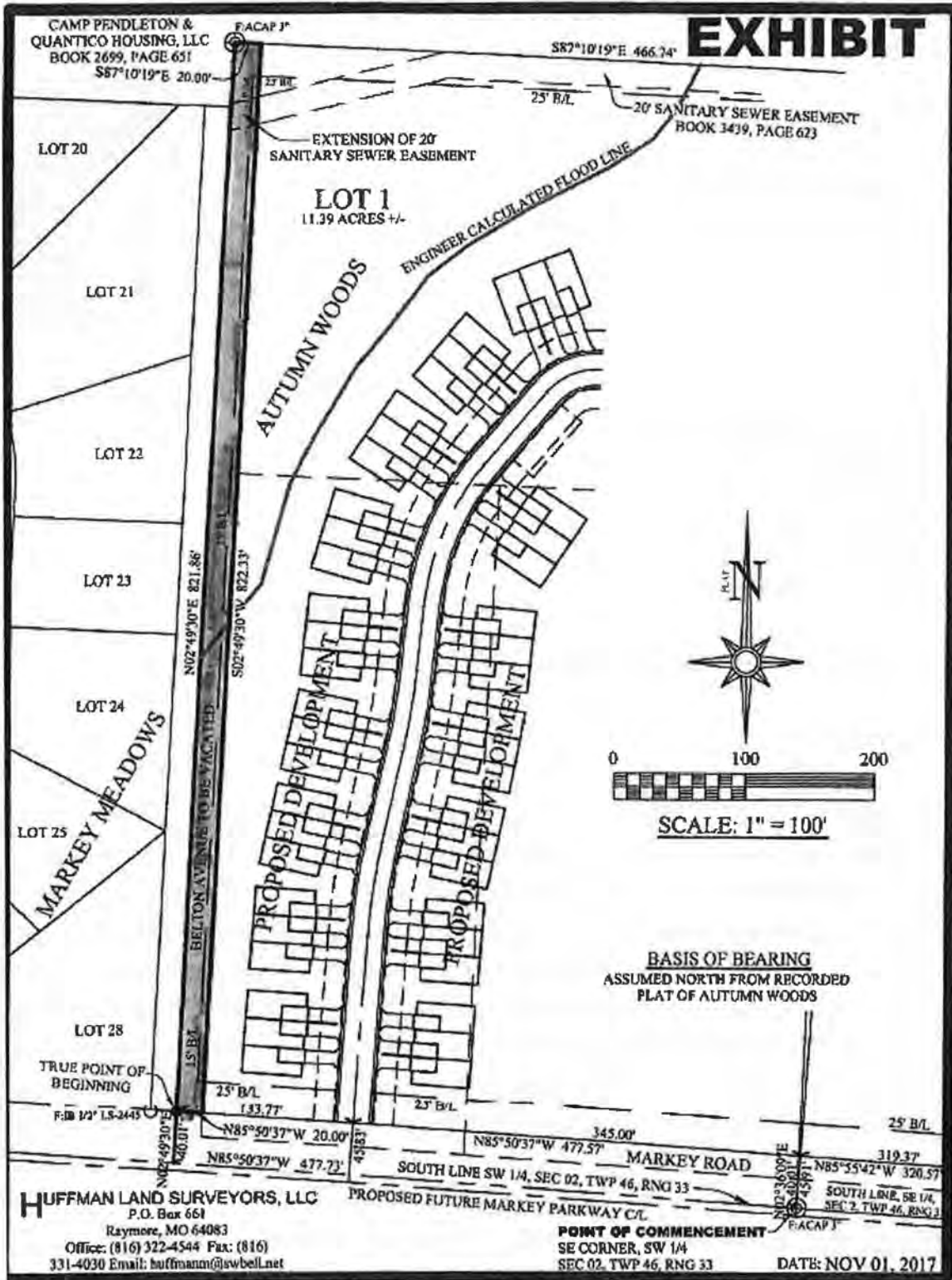


EXHIBIT B

HUFFMAN LAND SURVEYORS

P.O. Box 661

Raymore, MO 64083

Office: (816) 322-4544 / Fax: (816) 331-4030

Email: huffmanm@swbell.net



October 17, 2017

Attn: David Clements, AICP

City of Belton

520 Main St

Belton, Mo 64012

Phone (816) 331-4331

PROJECT: Belton Avenue Vacation

Description:

All of the East Half of Belton Avenue as platted on the recorded plat of Neff Lake, A Subdivision recorded on May 26, 1927 as Document No. 28474 in Plat Book 1 at Page 78, and being described more particularly as all that part of Southwest Quarter of Section 02, Township 46 North, Range 33 West of the Fifth Principle Meridian in Belton, Cass County, Missouri, Beginning at the Southeast Corner of said Quarter Section: Thence North 85 degrees, 50 minutes, 37 seconds West, along the South line of said Quarter Section, a distance of 477.73 feet; Thence North 02 degrees, 49 minutes, 30 seconds West, a distance of 40.01 feet to the True Point of Beginning; Thence Continuing North 02 degrees, 49 minutes, 30 seconds East, a distance of 821.86 feet; thence South 87 degrees 10 minutes, 19 seconds East, a distance of 20.00 feet; Thence South 02 degrees, 49 minutes, 30 seconds West, a distance of 822.33 feet; Thence North 85 degrees, 50 minutes, 37 seconds West, a distance of 20.00 feet to the True Point of Beginning, containing 16,441.9 square feet and or 0.38 Acres, more or less.



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: January 9, 2018

DIVISION: Planning and Building Department

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

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

ISSUE/RECOMMENDATION:

Pursuant to the terms of the final subdivision plat, consideration of a request to vacate unimproved Belton Avenue in the Autumn Woods Planned Unit Development, on the north side of Markey Road, just west of Scott Avenue.

PLANNING COMMISSION ACTION: The Planning Commission convened a public hearing on December 4, 2017, to consider the vacation. At the public hearing, no one appeared to speak in favor or opposition to the vacation request. At the conclusion of the public hearing, the Planning Commission voted 6-0 to recommend that the City Council vacate unimproved Belton Avenue.

PROPOSED CITY COUNCIL MOTION:

It is recommended that the City Council approve an ordinance vacating unimproved Belton Avenue in the Auburn Woods Planned Unit Development in order to meet the requirements of the final plat.

BACKGROUND:

Autumn Woods is an R-3 Planned Unit Development, approved in 2015. The plan included 101 residential units on 9.81 acres. The vacation of unimproved Belton Avenue is a requirement of the final plat. Please see the attached exhibit noting the location of the right-of-way along the west property line of the development.

Streets and utilities have been installed in Autumn Woods, and the applicant will soon be requesting initial permits for new construction. It is necessary to complete the required vacation of Belton Avenue in order to meet requirements of the PUD and final plat.

Belton Avenue is a previously dedicated, unimproved right-of-way along the west line of Autumn Woods. There are no plans to improve this street, and there are no municipal or private utilities in the area of the vacation that would be adversely impacted by the vacating the right-of-way.

Staff sent letters to KCPL, AT&T, Spire and Time Warner requesting comment and input on the vacation. No comments have been received.

Additionally, staff sent letters to all adjoining property owners advising residents of the vacation public hearing. No comments have been received.

There are no driveways or points of access from the area of the vacation. No properties are addressed along this portion of Belton Avenue.

LIST OF REFERENCE DOCUMENTS ATTACHED:

1. Ordinance with exhibits

EXHIBIT A

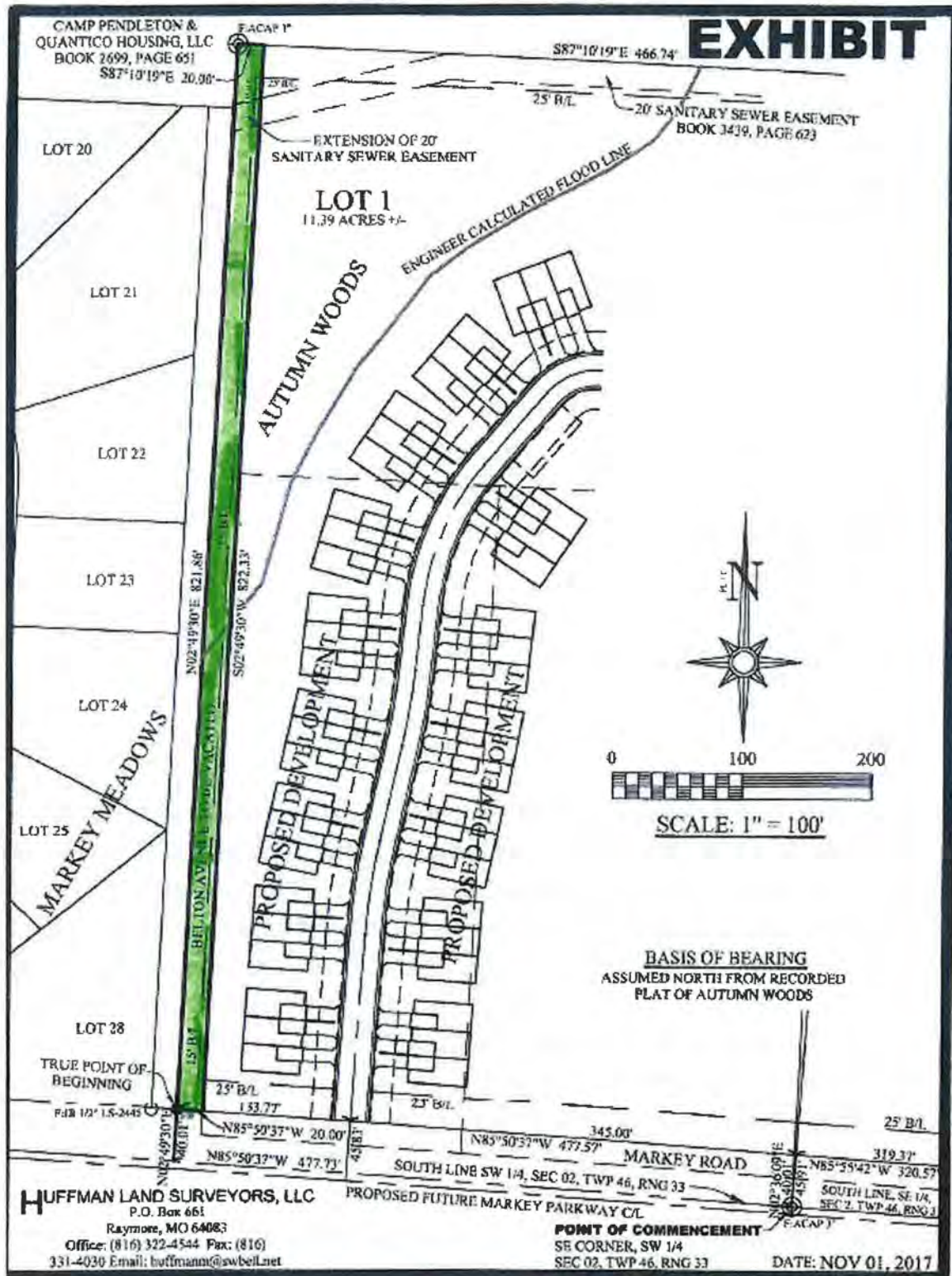


EXHIBIT B

HUFFMAN LAND SURVEYORS

P.O. Box 661

Raymore, MO 64083

Office: (816) 322-4544 / Fax: (816) 331-4030

Email: huffmanm@swbell.net



October 17, 2017

Attn: David Clements, AICP

City of Belton

520 Main St

Belton, Mo 64012

Phone (816) 331-4331

PROJECT: Belton Avenue Vacation

Description:

All of the East Half of Belton Avenue as platted on the recorded plat of Neff Lake, A Subdivision recorded on May 26, 1927 as Document No. 28474 in Plat Book 1 at Page 78, and being described more particularly as all that part of Southwest Quarter of Section 02, Township 46 North, Range 33 West of the Fifth Principle Meridian in Belton, Cass County, Missouri, Beginning at the Southeast Corner of said Quarter Section: Thence North 85 degrees, 50 minutes, 37 seconds West, along the South line of said Quarter Section, a distance of 477.73 feet; Thence North 02 degrees, 49 minutes, 30 seconds West, a distance of 40.01 feet to the True Point of Beginning; Thence Continuing North 02 degrees, 49 minutes, 30 seconds East, a distance of 821.86 feet; thence South 87 degrees 10 minutes, 19 seconds East, a distance of 20.00 feet; Thence South 02 degrees, 49 minutes, 30 seconds West, a distance of 822.33 feet; Thence North 85 degrees, 50 minutes, 37 seconds West, a distance of 20.00 feet to the True Point of Beginning, containing 16,441.9 square feet and or 0.38 Acres, more or less.

SECTION VI

C

AN ORDINANCE OF THE CITY OF BELTON, MISSOURI APPROVING A COOPERATIVE AGREEMENT BETWEEN THE CITY OF BELTON, MISSOURI AND THE MID-AMERICA REGIONAL COUNCIL FOR FUNDING OPERATIONS OF OPERATION GREEN LIGHT TRAFFIC CONTROL SYSTEM IN THE AMOUNT OF \$9,600.

WHEREAS, the City of Belton is in an existing agreement with Mid-American Regional Council (MARC) as part of a regional arterial traffic coordination system known as Operation Green Light (OGL); and

WHEREAS, the OGL coordinates the signals along the corridor along 163rd between 58 highway and Cornerstone Drive, including Markey Parkway between Mullen Road and 163rd Street; and

WHEREAS, this program is funded 50% from the federal government and 50% through the participating agencies. The total cost to a member agency is \$800 per signal per year; and

WHEREAS, the partnership on this project benefits the City of Belton by 1) providing a steering committee to coordinate signal timing and resolve technical and inter-agency issues with traffic signal systems, 2) developing requests for proposals, maintain project budgets and schedules, 3) coordinating signal timing amongst various agencies, and 4) procuring required hardware and software for the signal timing coordination; and

WHEREAS, the cost for Belton's participating in this program for year 2017 is \$4,000 and \$5,600 for 2018; and

WHEREAS, the Council believes that the Cooperative Agreement with MARC to participate in the OGL program is beneficial to the citizens of Belton.

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

SECTION 1. That the Cooperative Agreement for Funding Operations of Operation Green Light Traffic Control System, herein attached and incorporated as **Exhibit A**, is hereby approved.

SECTION 2. 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 the date of its passage and approval.

SECTION 4. That all ordinances or parts of ordinances in conflict with the provisions hereof are hereby repealed.

READ FOR THE FIRST TIME: January 9, 2018

READ FOR THE SECOND TIME AND PASSED:

Mayor Jeff Davis

Approved this ____ day of January, 2018.

Mayor Jeff Davis

ATTEST:

Patricia Ledford, City Clerk
City of Belton, Missouri

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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the 9th day of January, 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 ____ day of January, 2018, after the second reading thereof by the following vote, to-wit:

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

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



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: January 9, 2018

DIVISION: Transportation

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

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

ISSUE/RECOMMENDATION:

The City of Belton is in an existing agreement with Mid-American Regional Council (MARC) as part of a regional arterial traffic coordination system known as Operation Green Light (OGL). The partnership on this project benefits the City of Belton by: 1) providing a steering committee to coordinate signal timing and resolve technical and inter-agency issues with traffic signal systems, 2) developing requests for proposals, maintain project budgets and schedules, 3) coordinating signal timing amongst various agencies, and 4) procuring required hardware and software for the signal timing coordination. Other benefits of being a member agency include the ability to improve efficiency, air quality, and monetary savings due to a consolidated management approach. This also provides the ability to check signals and timings remotely.

An amended agreement is required whenever the City of Belton wishes to add or subtract a traffic signal from the agreement, along with the associated change in the cost per signal.

Staff recommends the City of Belton continue to be a member agency of OGL and to work with the OGL staff in coordinating the signals along the corridor along 163rd between 58 highway and Cornerstone Drive, including Markey Parkway between Mullen Road and 163rd Street.

BACKGROUND:

MARC performed a feasibility study “*Operation Green Light Feasibility Report, June 2000*” (hereafter, the "Feasibility Report"), which created a regional arterial traffic signal coordination system known as “Operation Green Light”, for the Kansas City Urban Area including facilities under the jurisdiction of the Missouri Department of Transportation, the Cities of Belton, Gladstone, Independence, Kansas City, Lee’s Summit, Liberty, North Kansas City, Raymore in Missouri and the jurisdiction of the Kansas Department of Transportation, the Cities of Bonner Springs, Fairway, Lansing, Leavenworth, Leawood, Lenexa, Merriam, Mission, Mission Woods, Olathe, Overland Park, Prairie Village, Shawnee, Westwood and the Unified Government of Wyandotte County/Kansas City in Kansas (collectively, the Member Agencies).

This program is funded 50% from the federal government and 50% through the participating agencies. The total cost to a member agency is \$800 per signal per year. Currently, the City of Belton has five signals with two new signals currently being installed, one at Y Highway and Turner Road and the other at Markey Parkway and Hobby Lobby, just north of Markey Parkway and Y Highway. The cost for the agreement will include \$4,000 to pay for 2017 (billing was postponed until the installation of the traffic signals at Y Highway and Turner Road and at Markey Parkway and Hobby Lobby were completed) and \$5,600 to pay for 2018.

IMPACT/ANALYSIS:

FINANCIAL IMPACT

| | | |
|-----------------------------|----|---|
| Contractor: | | MARC / Operation Green Light |
| Amount of Request/Contract: | \$ | 9,600 |
| Amount Budgeted: | \$ | FY2018 for 2017 Cost - \$4,000 / FY2019 for 2018 Cost - \$5,600 is budgeted |
| Funding Source: | | 225-0000-400-3020 |
| Additional Funds: | \$ | n/a |
| Funding Source: | | n/a |
| Encumbered: | \$ | n/a |
| Funds Remaining: | \$ | n/a |

STAFF RECOMMENDATION, ACTION, AND DATE:

Approve an Ordinance of the City of Belton, Missouri for the Cooperative Agreement between the City of Belton, Missouri and the Mid-America Regional Council for funding operations of Operation Green Light Traffic Control System in the amount of \$9,600.

LIST OF REFERENCE DOCUMENTS ATTACHED:

- Ordinance
- OGI Cooperative Agreement

**COOPERATIVE AGREEMENT
FOR FUNDING OPERATIONS OF OPERATION GREEN LIGHT
TRAFFIC CONTROL SYSTEM**

THIS COOPERATIVE AGREEMENT FOR FUNDING OPERATIONS OF OPERATION GREEN LIGHT TRAFFIC CONTROL SYSTEM (this "Agreement") is made and entered into this ___ day of _____, 2018 by and between Mid-America Regional Council ("MARC") and the City of Belton, Missouri, a Constitutionally Chartered Municipal Corporation, (the "City").

WHEREAS, the Mid-America Regional Council performed a feasibility study "*Operation Green Light Feasibility Report, June 2000*" (hereafter, the "Feasibility Report"), which created a regional arterial traffic signal coordination system known as "Operation Green Light", for the Kansas City Urban Area including facilities under the jurisdiction of the Missouri Department of Transportation, the Cities of Belton, Gladstone, Independence, Kansas City, Lee's Summit, Liberty, North Kansas City, Raymore in Missouri and the jurisdiction of the Kansas Department of Transportation, the Cities of Bonner Springs, Fairway, Lansing, Leavenworth, Leawood, Lenexa, Merriam, Mission, Mission Woods, Olathe, Overland Park, Prairie Village, Shawnee, Westwood and the Unified Government of Wyandotte County/Kansas City in Kansas (collectively, the Member Agencies); and

WHEREAS, the Strategic Plan 2017-2020 established the vision, mission, objectives and goals of the program; and

WHEREAS, improvement in traffic operational efficiency, air quality and monetary savings to the Member Agencies and the public can be realized from a consolidated management approach of coordinated traffic signal control along arterial corridors in the roadway systems of each Member Agency; and

WHEREAS, the Member Agencies and MARC desire to obtain a Regional Traffic Control System, hereinafter defined, for the purpose of coordinating traffic signals within the Jurisdictional Boundaries of the Member Agencies from a single Regional Traffic Management Center; and

WHEREAS, Member Agencies in Missouri are authorized pursuant to the provisions of Article VI, Section 16 of the Missouri Constitution and Sections 70.210 et. seq. of the Revised Statutes of Missouri to enter into cooperative agreements for the purpose of coordinating traffic signals between and within the Jurisdictional Boundaries of the Member Agencies; and

WHEREAS, each Member Agency has agreed to enter into an agreement to fund the cost of operating such a Regional Traffic Control System; and

NOW, THEREFORE, in consideration of the covenants and conditions herein set forth, MARC and the City (collectively, the "Parties") mutually agree as follows:

Sec. 1. STATUTORY AUTHORITY. Pursuant to the authority set forth in Article VI, Section 16 of the Missouri Constitution and Section 70.210 et. seq. R.S.Mo the parties enter into this Agreement to operate a Regional Traffic Control System, hereinafter defined, for the

purpose of coordinating traffic signals within the Jurisdictional Boundaries of the Member Agencies from a single Regional Traffic Management Center.

Sec. 2. DEFINITIONS. As used in this Agreement, and Exhibit 1 through Exhibit 6, attached hereto and incorporated herein, the following words shall have the meanings set forth herein:

Exhibit 1 – Steering Committee Document

Exhibit 2 – Scope of Services

Exhibit 3 – Compensation

Exhibit 4 – Insurance Requirements

Exhibit 5 – Ownership Matrix

Exhibit 6 – Concept of Operations

Communications Network – All telecommunication infrastructure between Regional Traffic Management Centers, and Traffic Signal Controllers which are a part of the Regional Traffic Control System.

Jurisdictional Boundaries – the geographical boundaries of the governmental entities acting as political subdivisions of the states of Kansas and Missouri.

Jurisdictional Control Center – the site or location designated by the Member Agency containing various equipment, computer hardware and computer software capable of controlling and coordinating all Traffic Signal Controllers located within the Jurisdictional Boundaries of the Member Agency.

Member Agencies – Agencies that have entered into an agreement with MARC to participate in funding the cost of design, construction and operations of the Regional Traffic Control System.

Private Firms – any private firm or firms engaged by MARC to perform or provide any services, directly or indirectly, related to the operations of the Regional Traffic Control System (including, without limitation, design services provided for on-going operations), as more particularly set forth in Exhibit 2, attached hereto and incorporated herein by this reference.

Regional Traffic Control System - an array of components including Traffic Signal Controllers, wireless and wireline telecommunications equipment, interface units, computer hardware and software, digital storage media, operator's console, peripherals, and other related devices designed to monitor, control, and coordinate traffic movements at signalized intersections according to a given or developed plan.

Regional Traffic Management Center – the site or location designated by the Steering Committee containing various equipment, computer hardware and computer software capable of controlling and coordinating the Regional Traffic Control System. The Regional Traffic Management Center is sometimes referred to herein and in the Exhibits as the "TOC".

Steering Committee – that committee created for the purpose of assisting and advising MARC with respect to the plans, specifications, construction and installation of the Regional Traffic Control System and consisting of voting representatives from the Member Agencies. The membership structure and policy are set forth in Exhibit 1, attached hereto and incorporated herein by this reference.

Traffic Signal Controller – a complete electrical mechanism responsible for traffic signal control and operation at an individual intersection.

Sec. 3. RESPONSIBILITIES OF PARTIES.

(a) MARC. MARC shall perform or cause to be performed the services set forth in Exhibit 2, which is attached hereto and incorporated herein by this reference.

(b) City. In addition to the obligations set forth in this Agreement, City, in its capacity as a Member Agency, shall also perform all the obligations set forth in the document entitled "OGL Concept of Operations: Roles and Responsibilities", which is attached hereto as Exhibit 6 and incorporated herein by this reference. Furthermore, City shall not interfere with MARC's exercise of its obligations under this Agreement, including, but not limited to, MARC's deployment of the regional signal timing and on-going operations of the Regional Traffic Control System.

Sec. 4. SHARE OF COSTS. Subject to the conditions set forth in this Agreement, the City will pay MARC an amount not to exceed Nine Thousand, Six Hundred and 00/100 Dollars (\$9,600.00) representing the City's share of the cost for the maintenance and operation of the Regional Traffic Control System as set forth in Exhibit 3, attached and incorporated herein by this reference. The "Operation Green Light Location/ Ownership Matrix" set forth in Exhibit 5 attached hereto and incorporated into this Agreement, identifies the location and ownership of the software, hardware and other components comprising the Regional Traffic Control System.

Sec. 5. SHARING INFORMATION. MARC shall share information related to the maintenance and operation of the Regional Traffic Control System with the City, and the City shall share information with MARC and the Member Agencies necessary for the on-going maintenance and operation of the Regional Traffic Control System.

Sec. 6. SEVERABILITY. Should any provision hereof for any reason be deemed or ruled illegal, invalid or unconstitutional by any court of competent jurisdiction, no other provision of this Agreement shall be affected; and this Agreement shall then be construed and enforced as if such illegal or invalid or unconstitutional provision had not been contained herein.

Sec. 7. AUTONOMY. No provision of this Agreement shall be constructed to create any type of joint ownership of any property, any partnership or joint venture, or create any other rights or liabilities except as may be otherwise expressly set forth herein.

Sec. 8. EFFECTIVE DATE. The effective date of this Agreement shall be upon complete execution by the Parties.

Sec. 9. TERMINATION FOR CONVENIENCE. Either party to this Agreement may terminate this Agreement by giving 180 days' notice to the other Party. Financial obligations will be honored up to the effective date of termination. An agency that terminates this agreement may no longer be granted access to the Regional Traffic Control System. Costs may be incurred by the agency terminating the agreement for MARC to uninstall or transfer ownership of network equipment owned by MARC.

Sec. 10. MERGER. This Agreement constitutes the entire agreement between City and MARC with respect to this subject matter.

Sec. 11. INDEPENDENT CONTRACTOR. MARC is an independent contractor and is not City's agent. MARC has no authority to take any action or execute any documents on behalf of City.

Sec. 12. COMPLIANCE WITH LAWS. MARC shall comply with and shall require its Private Firms to comply with all federal, state and local laws, ordinances and regulations applicable to the work and this Agreement.

Sec. 13. DEFAULT AND REMEDIES. If MARC shall be in default or breach of any provision of this Agreement, City may terminate this Agreement, suspend City's performance, withhold payment or invoke any other legal or equitable remedy after giving MARC written notice and opportunity to correct such default or breach within thirty (30) days of receipt of such notice; provided, however, if such default or breach cannot be cured within thirty (30) days, then MARC shall commence to cure within thirty (30) days.

Sec. 14. WAIVER. Waiver by City of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any other term, covenant or condition. No term, covenant, or condition of this Agreement can be waived except by written consent of City, and forbearance or indulgence by City in any regard whatsoever shall not constitute a waiver of same to be performed by MARC to which the same may apply and, until complete performance by MARC of the term, covenant or condition, City shall be entitled to invoke any remedy available to it under this Agreement or by law despite any such forbearance or indulgence.

Sec. 15. MODIFICATION. Unless stated otherwise in this Agreement, no provision of this Agreement may be waived, modified or amended except in writing signed by City and MARC.

Sec. 16. HEADINGS; CONSTRUCTION OF AGREEMENT. The headings of each section of this Agreement are for reference only. Unless the context of this Agreement clearly requires otherwise, all terms and words used herein, regardless of the number and gender in which used, shall be construed to include any other number, singular or plural, or any other gender, masculine, feminine or neuter, the same as if such words had been fully and properly written in that number or gender.

Sec. 17. AUDIT. The City shall have the right to audit this Agreement and all books, documents and records relating thereto. MARC shall maintain all its books, documents and records relating to this Agreement and any contract during the period of this Agreement and for three (3) years after the date of final payment of the contract or this Agreement, which ever

expires last. The books, documents and records shall be made available for the City's review within fifteen (15) business days after the written request is made.

Sec. 18. AFFIRMATIVE ACTION. MARC shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry or national origin, sex, disability, age, or sexual orientation. MARC shall require any third party firms it contracts with ("Private Firms") to establish and maintain for the term of this Agreement an Affirmative Action Program in accordance with the provisions the Title VI of the Civil Rights Act of 1964, as amended. More specifically, any third party firm will comply with the applicable regulations of the U. S. Department of Transportation (USDOT) relative to non-discrimination in federally assisted programs of the USDOT, as contained in 49 CFR 21 through Appendix H and 23 CFR 710.405 which are herein incorporated by reference and made a part of this Agreement.

Sec. 19. ASSIGNABILITY OR SUBCONTRACTING. MARC shall not subcontract, assign or transfer any part or all of MARC's obligations or interests without City's prior approval which shall not be unreasonably delayed or withheld. If MARC shall subcontract, assign, or transfer any part or all of MARC's interests or obligations under this Agreement without the prior approval of City, it shall constitute a material breach of this Agreement.

Sec. 20. CONFLICTS OF INTEREST. MARC shall require its Private Firms to certify that no officer or employee of City, or no spouse of such officer or employee, has, or will have, a direct or indirect financial or personal interest in this Agreement or any other related agreement, and that no officer or employee of City, or member of such officer's or employee's immediate family, either has negotiated, or has or will have an arrangement, concerning employment to perform services on behalf of MARC or its Private Firms in this Agreement or any other related agreement.

Sec. 21. RULES OF CONSTRUCTION. The judicial rule of construction requiring or allowing an instrument to be construed to the detriment of or against the interests of the maker thereof shall not apply to this Agreement.

Sec. 22. NOTICE: Any notice to a party in connection with this Agreement shall be made in writing at the following address or such other address, as the party shall designate in writing:

City of Belton, Missouri
Attention: Public Works Director
506 Main Street
P.O. Box 230
Belton, MO 64012

MARC
Attention: Director of Transportation and Environment
600 Broadway, Suite 200
Kansas City, Missouri 64105

Sec. 23. GOVERNING LAW. This Agreement shall be construed and governed in accordance with the law of the State of Missouri. Any action in regard to this Agreement or arising out of its terms and conditions must be instituted and litigated in the courts of the State of Missouri within

Cass County, Missouri, and in no other. The parties submit to the jurisdiction of the courts of the State of Missouri and waive venue.

Sec. 24. GENERAL INDEMNIFICATION.

(a) To the extent allowed by law, MARC shall defend, indemnify, and hold harmless the City and any of its agents, officials, officers and employees from and against all claims, damages, liability, losses, costs and expenses, including reasonable attorney fees, arising out of or resulting from any negligent acts or omissions in connection with the services performed by MARC under this Agreement, caused by MARC, its employees, agents, subcontractors, or caused by others for whom MARC is liable. Notwithstanding the foregoing, MARC is not required under this section to indemnify the City for the negligent acts of the City or any of its agencies, officials, officers, or employees.

(b) To the extent allowed by law, City shall defend, indemnify, and hold harmless MARC and any of its agents, officials, officers and employees from and against all claims, damages, liability, losses, costs and expenses, including reasonable attorney fees, arising out of or resulting from any negligent acts or omissions in connection with the services performed by City under this Agreement, caused by the City, its employees, agents, subcontractors, or caused by others for whom the City is liable. Notwithstanding the foregoing, the City is not required under this section to indemnify MARC for the negligent acts of MARC or any of its agencies, officials, officers, or employees

Sec. 25. INDEMNIFICATION BY PRIVATE FIRMS. MARC shall require its Private Firms (including, without limitation, any design professionals) to defend, indemnify, and hold harmless the City and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, including reasonable attorney fees, arising out of any negligent acts or omissions in connection with the services performed pursuant to this Agreement (including, without limitation, professional negligence), caused by a Private Firm, its employees, agents, contractors, or caused by others for whom the Private Firm is liable. Notwithstanding the foregoing, the Private Firm is not required under this section to indemnify the City for the negligent acts of the City or any of its agencies, officials, officers, or employees.

Sec. 26. INSURANCE. MARC and any Private Firms retained by MARC shall maintain the types and amounts of insurance set forth in Exhibit 4, which is incorporated herein by this reference; provided, however, the limits set forth in Exhibit 4 are the minimum limits and MARC may carry higher limits as it may deem necessary, in its discretion, or as may be required by other Member Agencies.

Sec. 27 INITIAL TERM; RENEWAL OF TERM. The initial term of this Agreement shall be two (2) years ("Term") unless sooner terminated in accordance with Section 9 of this Agreement. The Term of this Agreement shall automatically renew for one additional two (2) year period (the "Renewal Term") on the same terms and conditions as set forth herein; provided, the Term shall not automatically renew if City provides written notice to MARC of its intention not to renew within 180 days prior to the expiration of the Term.

Sec. 28. CITY BUDGETING. City represents and warrants, to the best of its knowledge and after appropriate consultation, that the terms of this Agreement conform to the requirements of the Missouri Constitution, Article VI, Section 23, 26(a). City further represents and warrants that its chief administrative office, each year during the term of this Agreement, will submit to and advocate for approval by its governing body of a budget that includes amounts sufficient to pay the City's share of the OGL Operating Costs. City also represents and warrants that its governing body, each fiscal year during the term of this Agreement, will fully consider and make all good faith and reasonable efforts to adopt a budget, for each successive fiscal period during the term of this Agreement, that specifically identifies amounts sufficient to permit City to discharge all of its obligations under this Agreement. The City is obligated only to pay MARC Operating Costs required under this Agreement as may lawfully be made from such amounts.

IN WITNESS WHEREOF, each party hereto has executed this Agreement on the day and year herein written.

MID-AMERICA REGIONAL COUNCIL

By: _____

Title: _____

Date: _____

ACKNOWLEDGMENT

STATE OF MISSOURI)
) ss
COUNTY OF JACKSON)

On this ____ day of _____, 2018, before me, the undersigned, a Notary Public, appeared _____, to me personally known, or proved to me on the basis of satisfactory evidence, who, being by me duly sworn, did say that he is the Executive Director of Mid-America Regional Council (MARC) and that this foregoing instrument was signed and sealed in behalf of MARC by authority of its Board, and said officer acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of MARC.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Printed Name _____
Notary Public - State of Missouri
Commissioned in Jackson County

My commission expires:

CITY OF BELTON, MISSOURI

By: _____

Title: _____

Date: _____

Approved as to form:

City Attorney

Financial Certification

I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which the above amount is chargeable and a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made, each sufficient to meet the above obligation and that the account has been encumbered by the estimated amount set forth above for the purpose described hereon.

Director of Finance for the City of Belton

ACKNOWLEDGMENT

STATE OF MISSOURI)
) ss
COUNTY OF CASS)

On this ____ day of _____, 2018, before me, the undersigned, a Notary Public, appeared _____, to me personally known, or proved to me on the basis of satisfactory evidence, who, being by me duly sworn, did say that he is the _____ of the City of Belton, Missouri, and that the foregoing instrument was signed and sealed on behalf of the City of Belton and said officer acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Printed Name _____
Notary Public - State of Missouri
Commissioned in Cass County

My commission expires:

EXHIBIT 1

OPERATION GREEN LIGHT COMMITTEE

Role, Responsibility, and Organizational Structure

- 1.1.1 *Responsibilities: The Operation Green Light Steering Committee shall serve to approve budgets, procurement and staffing recommendations to the Mid-America Regional Council Board of Directors and to make other technical and policy decisions concerning the development, deployment and operation of the Operation Green Light regional traffic signal coordination program, including: approve the program's upcoming annual budget during the final meeting of the calendar year. Purchases and contracts shall follow MARC's established threshold guidelines as well as the following: amounts of \$15,000-\$25,000 shall be reported to the committee; amounts of \$25,001 or more shall be voted on and approved by the Steering Committee before purchase or contract is sent to MARC's Board of Directors for approval.*
- 1.1.2 Participate in program decision-making at key points by reviewing and providing comments on project deliverables and by approving or rejecting technical and policy recommendations;
- 1.1.3 Participate in the development of inter-jurisdictional agreements for the construction, operation, maintenance and other activities of the regional traffic signal coordination system; and
- 1.2 Call upon committee members to participate in Task Force work groups as technical issues rise requiring additional effort than time allows during a Steering Committee meeting. The Task Force shall submit to the Steering Committee recommendations based on its discussions.
- 1.3 **Membership and Meetings:** The Steering Committee shall be composed of representatives from participating agencies in the following manner:

(The following table is a current list as of May 2016)

| Participating Agency Non-Funding Agency in Bold | Membership (voting) |
|---|--------------------------------------|
| Belton | 1 |
| Bonner Springs | 1 |
| Fairway | 1 |
| FHWA – MO & KS | Ex Officio |
| Gladstone | 1 |
| Independence | 1 |
| Kansas City, MO | 1 |
| KCScout | Ex Officio |
| KDOT | 1 |
| Lansing | 1 |
| Leavenworth | 1 |
| Leawood | 1 |
| Lee's Summit | 1 |
| Lenexa | 1 |
| Liberty | 1 |
| MARC | 1 |
| Merriam | 1 |
| Mission | 1 |
| Mission Woods | 1 |
| MoDOT | 1 |
| North Kansas City | 1 |

| | |
|------------------------|---|
| Olathe | 1 |
| Overland Park | 1 |
| Prairie Village | 1 |
| Raymore | 1 |
| Shawnee | 1 |
| Unified Government/KCK | 1 |
| Westwood | 1 |

Each representative shall have a designated alternate with full authority to act in the absence of the representative. The Steering Committee may be expanded to include other additional members as approved by majority vote of the members of the existing Steering Committee.

The Steering Committee shall meet minimally on a quarterly basis but may meet more frequently if the business of the Steering Committee necessitates. The final meeting of the calendar year shall be designed to report on the State of the Operation Green Light Program including Budget reporting and approval of the future budget and election of the next vice-chairperson.

The chairperson of the Steering Committee shall have the authority to call a meeting of the Committee with a minimum of seven (7) calendar days' notice to all the members. Notice is deemed to have occurred from the date that it is deposited with the United States Postal Service, postage prepaid; distributed via Facsimile; OR distributed via E-mail addressed to the members of the Steering Committee. The chairperson and vice-chairperson shall help develop meeting agendas prior to meeting notices and shall preside over the meetings.

- 1.4 Chairperson and Vice-Chairperson: The Steering Committee members shall elect by majority vote of all of the voting members of the Committee, from amongst the members of the Committee, a vice-chairperson who will serve a one-year term. Said election will occur at the final regularly scheduled meeting of the calendar year of the Steering Committee prior to the expiration of the chairperson's one-year term. The vice-chairperson shall assume the responsibilities of the chairperson at the end of the chairperson's term and any time the chairperson is unable to attend committee meetings. Kansas and Missouri shall be represented in these positions in alternating years.

- 1.5 Quorum and Voting: All members of the Steering Committee shall be entitled to one vote on all matters submitted to the Committee for vote.

Any six of the voting members of the Steering Committee, including at least one member from Kansas City, Missouri, the Missouri Department of Transportation, Unified Government/Kansas City, Kansas, or Overland Park, Kansas, (based on the four largest agencies by signal count at the beginning of the current Operations contract term) shall constitute the quorum necessary to convene the meeting of the Committee. All official actions by the Steering Committee shall require a majority vote of the members present at the meeting.

All votes shall be taken and recorded in the minutes by roll call. Each member shall have the ability to recall any matter voted upon during his or her absence providing said member notifies in writing the committee chairperson or co-chairperson within 7 calendar days of when the meeting minutes are posted to the MARC website and/or delivered to committee members via email. Within 3 business days of being notified, the chairperson or co-chairperson shall collaborate with OGL staff to present the issue for a reconsideration of the vote via email to all committee members who will be asked to respond within 10 calendar days. If a response is not received by close of business on the 10th day, the member's previously cast vote shall be counted in the same manner.

EXHIBIT 2

SCOPE OF WORK

1. Project Management

The Mid-America Regional Council (MARC) will provide staff time, equipment and materials, and contract services necessary to accomplish the following project management services:

- Arrange and conduct regular Steering Committee meetings to discuss and develop policies and procedures governing the development, implementation and on-going operation of the program;
- Arrange and conduct Technical Committee meetings as needed to discuss and develop recommendations concerning technical issues associated with the development, implementation and on-going operation of the project;
- Arrange and conduct other meetings with project participants as necessary to develop, implement and operate the project;
- Negotiate, execute and administer agreements with state and local governments to provide federal, state and local funding for the development, implementation and ongoing operation of the program;
- Develop and publish requests for proposals, consultant agreements and other procurement documents necessary to select and hire contractors to provide system integration services, telecommunications and traffic engineering design services, computer software, computer hardware, communications network, traffic signal equipment and other items necessary for the development, implementation and ongoing operation of the program;
- Negotiate, execute and administer agreements with private firms to provide system integration services, telecommunications and traffic engineering design services, computer software, computer hardware, communications network, traffic signal equipment and other items necessary for the development, implementation and ongoing operation of the program;
- Develop and maintain project budgets and schedules;
- Develop and maintain project databases;
- Publish and distribute project documents and other deliverables to participating state and local governments; and
- Perform other tasks necessary to manage and administer the program.

2. Traffic Signal Timing

MARC shall coordinate with agency staff or their delegates to develop and implement, with agency approval, the requisite signal timing plans for OGL intersections

3. Operations and Maintenance

3.1. Computer Software and Databases

MARC will procure all required software and may engage a private firm or firms selected by the project Steering Committee to provide technical support and maintain computer software and databases at the Operation Green Light Traffic Operations Center. MARC staff shall be responsible for providing day-to-day maintenance of the computer software and databases including but not limited to data entry, backups, upgrades, etc., at the Operation Green Light Traffic Operations Center.

3.2. Computer Network

MARC will procure all required hardware and software. Any equipment (e.g. switches, routers, hubs, etc.) that is used for the field communication back bone will be considered part of the computer network. MARC may engage a private firm or firms selected by the Steering Committee to provide technical support and maintain the Operation Green Light computer network.

3.3. Field Communications System

All field communications equipment purchased by MARC will be maintained by MARC. The city will maintain any pre-existing, city-owned equipment that is utilized as part of the OGL field communication system. MARC staff will monitor the field communication system through monitoring software which is purchased by MARC. MARC may engage a private firm or firms selected by the project Steering Committee to maintain the regional field communications system. The scope of services for this work will be developed with and approved by the Steering Committee.

3.4. Traffic Signal Controllers

Each member agency shall be responsible for all maintenance to the traffic signal controllers. MARC responsibility will be limited to maintaining the regional field communication system and will terminate at the traffic controller unless otherwise specified. Traffic signal controllers and cabinets that have been purchased and/or installed as part of the OGL controller upgrade project will also be owned and maintained by the local jurisdiction once they have been received and/or accepted, and the local jurisdiction will be responsible for purchasing and installing replacement controllers that are compatible with the OGL system should the MARC-purchased controller fail.

**EXHIBIT 3
COMPENSATION**

- A. The amount the City will pay MARC under this contract will not exceed **Nine Thousand, Six Hundred and 00/100 Dollars (\$9,600.00)**. This amount represents the City share of the total project cost as shown in Table 1 of this Exhibit. City shall pay MARC, upon invoice, for the actual costs incurred for MARC on a yearly basis.

| Table 1 Operation Green Light Program Annual Operations Costs | | | |
|--|--------------------|-------------|-------------------|
| Annual Operating Cost per Signal | | | \$1,600 |
| Total Agency Signals in OGL - 2017 | | | 5 |
| Total Agency Unsubsidized Annual cost | | | \$8,000.00 |
| | | | |
| Annual Operating Cost per Signal | | | \$1,600 |
| Total Agency Signals in OGL - 2018 | | | 7 |
| Total Agency Unsubsidized Annual cost | | | \$11,200.00 |
| | | | |
| Cost per Year Subsidized | | | |
| Year | Federal Percentage | Annual Cost | Local Agency Cost |
| 2017 | 50% | \$8,000.00 | \$4,000.00 |
| 2018 | 50% | \$11,200.00 | \$5,600.00 |
| Total | | | \$9,600.00 |

- B. It shall be a condition precedent to payment of any invoice from MARC that MARC is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Contract. If damages are sustained by City as a result of breach or default by MARC, City may withhold payment(s) to MARC for the purpose of set off until such time as the exact amount of damages due City from MARC may be determined.
- C. No request for payment will be processed unless the request is in proper form, correctly computed, and is approved as payable under the terms of this Contract.
- D. City is not liable for any obligation incurred by MARC except as approved under the provisions of this Contract.

Exhibit 4

INSURANCE REQUIREMENTS

A. MARC shall procure and maintain and shall cause any Private Firm it engages to perform services under this Agreement to procure and maintain in effect throughout the duration of this Agreement, and for a period of two (2) years thereafter, insurance coverage not less than the types and amounts specified below. MARC shall not accept insurance policies from any Private Firm containing a Self-Insured Retention.

1. Commercial General Liability Insurance: with limits of \$500,000 per occurrence and \$2,000,000 aggregate, written on an "occurrence" basis. The policy shall be written or endorsed to include the following provisions:

- a. Severability of Interests Coverage applying to Additional Insureds
- b. Contractual Liability
- c. Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be \$2,000,000
- d. No Contractual Liability Limitation Endorsement
- e. Additional Insured Endorsement, ISO form CG20 10, current edition, or its equivalent

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

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

3. Commercial Automobile Liability Insurance: with \$500,000 per claim up to \$2,000,000 per occurrence, covering owned, hired, and non-owned automobiles. Coverage provided shall be on an "any auto" basis and written on an "occurrence" basis. The insurance will be written on a Commercial Business Auto form, or an acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with the Agreement, by Design Professional.

4. Professional Liability Insurance (only applicable for Private Firms that are design professionals or other types of professionals that can carry professional liability insurance): with limits Per Claim/Annual Aggregate according to the following schedule:

| <u>Fee Minimum Limits</u> | <u>Professional Liability Minimum</u> |
|--|---------------------------------------|
| Less than \$25,000 | \$100,000 |
| \$25,000 or more, but less than \$50,000 | \$500,000 |
| \$50,000 or more | \$1,000,000 |

B. The policies listed above may not be canceled until after thirty (30) days written notice of cancellation to MARC and the City, ten (10) days in the event of nonpayment of premium. The Commercial General and Automobile Liability Insurance specified above shall provide that MARC and the City and their agencies, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds for the services performed under this Agreement. Private Firms engaged by MARC shall provide to MARC and the City at execution of this Agreement a certificate of insurance showing all required endorsements and additional insureds.

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

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

EXHIBIT 5

Operation Green Light Location / Ownership Matrix

| Component | Location | Purchased By | Owned By | Maintained By | Comments |
|---|-------------------|---------------------|-----------------|----------------------|---|
| Software/Firmware | | | | | |
| TransSuite & Associated Software | OGL TOC | MARC | MARC | MARC* | Available for use by local agencies |
| Genetec Video System | OGL TOC | MARC | MARC | MARC* | |
| Other software used by MARC staff | OGL TOC | MARC | MARC | MARC* | |
| Computer Hardware | | | | | |
| OGL TOC Servers | OGL TOC | MARC | MARC | MARC* | |
| OGL TOC Workstations | OGL TOC | MARC | MARC | MARC* | |
| Agency TOC Servers | Local Agency | Local Agency | Local Agency | Local Agency | |
| Agency TOC Workstations | Local Agency | Local Agency | Local Agency | Local Agency | |
| Field Hardware | | | | | |
| OGL Field Network Equipment | Field | MARC | MARC | MARC* | |
| Local Agency Field Network Equipment | Field | Local Agency | Local Agency | Local Agency | Extension of City network |
| Existing Closed-Loop fiber re-tasked to OGL Network | Field | Local Agency | Local Agency | Local Agency | OGL owns switches to manage |
| Traffic Signal Controllers | Field | MARC/Local Agency | Local Agency | Local Agency | OGL purchased controllers only for original build-out |
| OGL-purchased Closed Circuit Camera | Field | MARC | Local Agency | Local Agency | |
| Miscellaneous | | | | | |
| OGL TOC Office | MoDOT KC District | MoDOT | MoDOT | MoDOT | |
| OGL TOC Phone System | OGL TOC | MoDOT | MoDOT | MoDOT | |
| OGL TOC Office Furniture & Equipment | OGL TOC | MARC | MARC | MARC* | |
| OGL Vehicles & Mobile Equipment | OGL TOC | MARC | MARC | MARC* | |

* MARC maintained components to be maintained by joint-funded agreement

Exhibit 6

OGL Concept of Operations: Roles and Responsibilities

Introduction

Operation Green Light (OGL) is a regional initiative to improve traffic flow and reduce vehicle emissions by coordinating traffic signals on major roadways in the Kansas City metropolitan area. OGL is a cooperative effort of the Mid-America Regional Council (MARC), state departments of transportation and local agencies working together to coordinate traffic signal timing plans and communication between traffic signal equipment across jurisdictional boundaries.

The concept of operations provides a high-level overview of the roles and responsibilities of the agencies participating in the operation and management of OGL. The concept of operations is intended to balance the need for standardization and uniformity of operations on OGL routes with the need to be responsive to the unique needs and circumstances of the agencies participating in OGL.

Signal Timing

Initial Deployment of Regional Timing Plans

The member agencies will partner with MARC and each other in developing regional traffic signal timing plans. In order to facilitate this work each member agency will provide MARC traffic counts and other relevant, available data for traffic signals that are part of regionally significant traffic corridors that pass through adjacent cities. This information may include;

- Existing timing plans and data in the existing traffic controller (controller data sheets)
- Intersection geometry via aerial mapping
- Signal phasing information (or policy)
- Historical traffic count information available
- Approved yellow and all-red clearance intervals (or policy)
- Pedestrian timing (or policy)
- Signal phasing policy (lead only/lead-lag/vary lead-lag by time-of-day)
- Historical citizen complaints on the intersection operation as needed

After providing data to MARC, each member agency will then work with MARC to cooperatively develop regionally optimized timing plans. The member agency will continue to be responsible for maintenance of timing plans for traffic signals that lie wholly within the member agency's jurisdictional boundaries and are not on OGL corridors unless the member agency decides to contract this work to MARC. The steps involved in the development of regional timing plans are:

- The member agency will either collect traffic counts on the arterials for signals maintained by the member agency and provide this information to MARC OR will contract with MARC to collect traffic counts as needed.
- In conjunction with member agency staff, MARC will conduct travel-time studies and speed profile studies on the arterial prior to implementation of the timing plans
- MARC may hold design meetings with representatives from the member agencies and other impacted agencies. At the first of these meetings the following items will be established
 - Number of timing plans and time of use (i.e., am, noon, pm, off-peaks, etc.)
 - Critical intersections of a corridor
 - An initial common corridor cycle length for each of the plans identified (i.e. am,



pm, etc.) [Note: this cycle length may need to be revisited after developing the regional timing plan.]

- The member agency will then develop the following initial parameters for individual signals maintained by the member agency for each of the timing plans to be developed, and submit them to MARC for review and incorporation into regional plans for the OGL corridor;
 - phase sequencing
 - splits
 - offsets
- MARC will develop initial splits and offsets for any remaining signals and incorporate member agency developed timing plans into regional plans for the OGL corridor.
- MARC may then incorporate the regional plans into mutually agreed upon software as needed for review by the member agencies.
- At the second meeting, MARC and the member agencies will;
 - Review the regional timing plans developed
 - Review any software models developed
 - Determine if any changes to initial timings need to be made to optimize the operation of the corridor
- Once the member agencies have agreed on the different timing plans developed, they will download the timing plans into signal controllers maintained by each member agency OR will request MARC to provide signal timing plans and download to local controllers.
- In conjunction with member agency staff, MARC will field-monitor each arterial after a timing plan has been downloaded and will work with the member agency to make any additional changes to further optimize the flow of traffic if necessary.
- In conjunction with member agency staff, MARC will conduct travel-time and speed profile studies on arterials after implementation of the optimized signal timing plans

Providing Maintenance Timing Plans

As part of a regional effort, MARC will on a regular basis, or as requested, examine the operations of signals that are part of regionally significant traffic corridors that pass through the member agency and adjacent cities and determine if optimization is necessary. If minor changes to splits and offsets are to be made to individual signals along an OGL corridor the following steps will be followed:

- In conjunction with MARC, member agency staff will field-monitor the affected corridor or intersection(s)
- MARC will meet with affected member agencies if needed
- MARC will collect traffic counts as necessary OR the member agency will collect traffic counts at member agency maintained traffic signals
- The member agency will develop timing plans for member agency maintained signals and download them to controllers as necessary in coordination with MARC OR MARC will develop and provide revised arterial timing plans as needed
- In conjunction with member agency staff, MARC will field-monitor each arterial after timing plan download and provide further optimization if necessary by submitting updated timing plans for agency consideration and download

If major changes, such as changes to cycle lengths, phase sequencing and major changes to splits, are to be made along an OGL corridor, the process described above for initial deployment of regional timing plans may be used.

Incident Management



The member agency will work with MARC and other member agencies to identify locations along the regionally significant arterials and interstate highways where incidents are prone to happen and have major impact on traffic flow. These locations may be manually forced to run special plans when an incident is observed at the TOC. The following steps shall be followed for planned, recurring, and anticipated incident response:

- MARC and member agencies will identify incident-prone locations
- MARC will meet with affected member agencies to discuss solutions
- MARC will develop signal timing plans for the Incident
- MARC will submit such plans for review by member agencies
- MARC and member agencies will jointly determine the parameters required for invoking such a plan by the TOC
- Once the plan has been invoked (when the required parameters are met) MARC will inform the affected agencies immediately
- After the incident has been cleared, MARC will put signals back on their regular plans and inform member agencies

The member agency will inform MARC about construction and roadway closures and may request signal timing plan adjustments. MARC will provide special timing plans when requested to optimize traffic flow for agency consideration and download.

Citizen Complaints

Member agencies will route/report citizen complaints/requests on OGL signals to the TOC and MARC, in cooperation with the member agency, will respond to the complaint/request in a timely manner. MARC will also route/report received citizen complaints to the member agencies and maintain a response log.

Dispute Resolution

In the event that satisfactory agreement cannot be reached between member agencies on timing plans or incident plans developed for OGL, the dispute will be referred to the OGL Steering Committee, which will provide recommendations for resolution. Unless the responsible engineer for a member agency determines that such plans will create an unsafe condition within their jurisdiction, the member agency will implement the plans recommended by the Committee

Emergency Provisions

In the event of an emergency not already covered under a pre-arranged incident-management plan, the member agency will take any steps it considers necessary to manage traffic signals within its jurisdiction to ensure the safety of the traveling public. The member agency will notify MARC of any emergency changes made to OGL traffic signal timing plans in a timely manner and will work expeditiously with MARC to restore all OGL corridors within its jurisdiction to normal operation when the emergency subsides.

Field Communication Operation and Maintenance

MARC will be responsible for maintenance and replacement of all wireless communication infrastructure that is installed as a result of OGL initiated construction projects. Member agencies that have the capability to maintain their own communication infrastructure may do by separate agreement with MARC.



Controller Upgrades and Work inside the Traffic Controller Cabinet

MARC will, with the applicable member agencies, upgrade traffic controllers that are incapable of communicating with the central system software. When work is performed that involves the opening of a traffic controller cabinet, the member agency will coordinate with the contractor and have a representative in the field. The member agency will test and approve/disapprove the work performed by the contractor and inform MARC of the fact. MARC will be responsible for administration and final approval of all OGL initiated construction projects. Member agencies are responsible for notifying and coordinating with OGL when undertaking traffic signal system construction projects on OGL corridors.

Technical Support for OGL Computer Network

MARC will provide technical support for the central system software and the laptop version of the central system software. MARC will also maintain the computer network hardware along with all network components such as network switches, routers, licensed and unlicensed radios, modems etc.

The Traffic Operations Center

MARC will staff OGL operations at the Traffic Operations Center (TOC). The TOC is currently co-located with the KC Scout program and offices in the MoDOT KC District offices.

The TOC will be staffed as determined by MARC. MARC expects to coordinate with Kansas City Scout and use the video monitoring capabilities available at the KC Scout TOC to alleviate congestion along arterials. It is recommended that member agencies with traffic management centers, at a minimum, staff their centers to operate on a schedule concurrent with OGL.

The staff will interact with citizens and the media and provide answers to traffic signal timing questions on OGL signals.



SECTION VI

D

AN ORDINANCE APPROVING THE 2018 INTERGOVERNMENTAL AGREEMENT BETWEEN THE MID-AMERICA REGIONAL COUNCIL SOLID WASTE MANAGEMENT DISTRICT AND THE CITY OF BELTON, MISSOURI RELATING TO THE REGIONAL HOUSEHOLD HAZARDOUS WASTE PROGRAM.

WHEREAS, Cass, Clay, Jackson, Platte, and Ray Counties and the City of Kansas City have formed the Mid-America Regional Council (MARC) Solid Waste Management District (SWMD) pursuant to Sections 206.300 through 260.345 of the Revised Statues of Missouri (1986 & Cum. Supp. 1990) and the members of the SWMD include most cities within the member counties; and

WHEREAS, the City of Kansas City, Missouri (Kansas City) operates a permanent Household Hazardous Waste (HHW) facility located at 4707 Deramus, Kansas City, Missouri, and operates outreach sites for collection of HHW at various locations and on various dates; and

WHEREAS, the City of Lee's Summit, Missouri operates a permanent HHW Facility located at 2101 S.E. Hamblen Road, Lee's Summit; and

WHEREAS, Kansas City and Lee's Summit have made these HHW collection facilities available for use by members for the SWMD and the SWMD, Kansas City and Lee's Summit have agreed to create a regional HHW program for the benefit of all members of the SWMD; and

WHEREAS, the City Council has approved of this partnership and the City has participated in the Regional HHW Collection Program since 1997 and believes continued participation will benefit the citizens of Belton and our environment.

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

SECTION 1. That the 2018 Intergovernmental Agreement between the Mid-America Regional Council Solid Waste Management District and the City of Belton relating to the Regional Household Hazardous Waste Program, attached as **Exhibit A**, is hereby approved for purposes described above.

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

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

READ FOR THE FIRST TIME: January 9, 2018

READ FOR THE SECOND TIME AND PASSED:

Mayor Jeff Davis

Approved this ____ day of January, 2018.

Mayor Jeff Davis

ATTEST:

Patricia Ledford, City Clerk
City of Belton, Missouri

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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the 9th day of January, 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 ____ day of January, 2018, after the second reading thereof by the following vote, to-wit:

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

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



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: January 9, 2018

DIVISION: Public Works

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

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

ISSUE/RECOMMENDATION:

The Mid-America Regional Council (MARC) Solid Waste Management District (SWMD) has managed the Regional Household Hazardous Waste (HHW) Collection Program since 1997. The Cities of Belton and Raymore partner in carrying out this event for residents in the two cities. An Intergovernmental Agreement between the MARC SWMD and Belton, Missouri relating to the Regional HHW Program needs to be executed. An invoice for the cost of Belton's participation in the program will be forthcoming in the amount of \$24,454.50

PROPOSED CITY COUNCIL MOTION:

Approve an ordinance for the 2018 Intergovernmental Agreement with MARC SWMD relating to the regional Household Hazardous Waste Program.

BACKGROUND:

MARC SWMD has managed the Regional HHW Collection Program since 1997. Kansas City and Lee's Summit operate permanent HHW collection facilities and agreed to create a regional HHW program for the benefit of all members of the SWMD. The City of Belton has approved of this partnership and participated in the Regional HHW Collection Program since 1997. The cities of Belton and Raymore partner in carrying out this event for residents in the two cities. The 2018 participation fee will be \$1.05 per capita and will be applied to 2016 population estimates. An Intergovernmental Agreement between the MARC SWMD and Belton, Missouri relating to the Regional HHW Collection Program needs to be executed. An invoice for the cost of Belton's participation in the program will be forthcoming in the amount of \$24,454.50

IMPACT/ANALYSIS:

FINANCIAL IMPACT

| | |
|-----------------------------|--|
| Contractor: | MARC |
| Amount of Request/Contract: | \$ 24,454.50 |
| Amount Budgeted: | \$ 25,000.00 |
| Funding Source: | 225-0000-400-3020 (\$12,227.25); 660-0000-400-3020 (\$12,227.25) |
| Additional Funds: | \$ n/a |
| Funding Source: | n/a |
| Encumbered: | \$ n/a |
| Funds Remaining: | \$ 225-0000-400-3020 (\$272.75); 660-0000-400-3020 (\$272.75) |

STAFF RECOMMENDATION, ACTION, AND DATE:

Approve an ordinance for the 2018 Intergovernmental Agreement with the Mid-America Regional Council Solid Waste Management District relating to the regional Household Hazardous Waste Program.

LIST OF REFERENCE DOCUMENTS ATTACHED:

Ordinance

Exhibit A – 2018 Intergovernmental Agreement with the Mid-America Regional Council Solid Waste Management District relating to the regional Household Hazardous Waste Program



2018

**Intergovernmental Agreement between the
MARC Solid Waste Management District and
Belton, Missouri relating to the
Regional Household Hazardous Waste Collection Program**

This Agreement is entered into pursuant to Missouri Revised Statutes Section 70.210 *et seq.*

Whereas, Cass, Clay, Jackson, Platte, and Ray Counties and the City of Kansas City have formed the MARC Solid Waste Management District (SWMD) pursuant to Sections 260.300 through 260.345 of the Revised Statutes of Missouri (1986 & Cum. Supp. 1990) and the members of the SWMD include most cities within the member counties; and

Whereas the City of Kansas City, Missouri (Kansas City) operates a permanent Household Hazardous Waste facility located at 4707 Deramus, Kansas City, Missouri, and operates outreach sites for collection of Household Hazardous Waste (HHW) at various locations and on various dates; and

Whereas, the City of Lee's Summit, Missouri operates a permanent Household Hazardous Waste Facility located at 2101 SE Hamblen Road, Lee's Summit; and

Whereas, Kansas City and Lee's Summit have made these HHW collection facilities available for use by members of the SWMD and the SWMD, Kansas City and Lee's Summit have agreed to create a regional household hazardous waste program for the benefit of all members of the SWMD; and

Whereas Belton, Missouri (sometimes referred to in this Agreement as the "Participating Member") intends to participate in the Regional HHW Collection Program;

Therefore, the SWMD and the Participating Member agree that participation in the Regional HHW Collection Program shall be on the following terms and conditions:

I Definitions

Household Hazardous Waste (HHW) shall mean waste that would be classified as hazardous waste by 40 CFR 261.20 through 261.35 but that is exempt under 40 CFR 261.4 (b) (1) (made applicable in Missouri by 10 CSR 25-4.261) because it is generated by households. Examples include paint products, household cleaners, automotive fluids, pesticides, batteries, and similar materials. A determination of whether any material meets this definition shall be made by Kansas City.

II Effective Date

Belton, Missouri agrees to participate in the Regional HHW Collection Program for a one-year period beginning on January 1, 2018.

III Termination

A. Budget Limitations. This Agreement and all obligations of the Participating Member and the SWMD arising therefrom shall be subject to any limitation imposed by budget law. The parties represent that they have within their respective budgets sufficient funds to discharge the obligations and duties assumed and sufficient funds for the purpose of maintaining this Agreement. This Agreement shall be deemed to terminate by operation of law on the date of expiration of funding.

B. Termination of regional program. If the regional household hazardous waste program is terminated prior to the expiration of this Agreement, the SWMD shall refund the amount paid by the participating member, less the cost of services provided prior to termination of the regional program. The cost of services shall be assessed at seventy-five dollars (\$75.00) for each vehicle belonging to a resident of the participating member that has been served prior to the termination of the program, not to exceed the amount paid by the participating member.

C. Each participating member will be required to notify the SWMD, Kansas City and Lee's Summit in writing of its intention to renew the annual agreement for the following year no later than December 15. In the event that notification is not provided in advance or the final decision is made to not rejoin the program for the upcoming year, the participating member is responsible for any costs incurred by Kansas City and/or Lee's Summit to serve residents after December 31. Kansas City and SWMD reserve the right to invoice the member city or county for any waste disposal costs incurred as a result of late notification.

IV *Duties of Participating Member*

A. **Fees.** Belton, Missouri agrees to pay the sum of **\$24,454.50** participate in the 2018 Regional HHW Collection Program for the period from January 1 to December 31. The program participation fee is based on a per capita rate of \$1.05 applied to 2016 U.S. Census Population Estimate figures as shown in Attachment One. The fee may be adjusted if a participating member has more current census data. At least one-half of this amount shall be paid within thirty (30) days upon receiving the district invoice Payment of any remaining balance shall be paid within the following six months.

B. **Payment.** The Participating Member shall be obligated for payment of the amount shown in Paragraph IV(A) irrespective of the participation of its citizens, or of any actual expenses incurred by the SWMD, Kansas City, or Lee's Summit attributable to the Participating Member, except in the event of termination of the regional program, as reflected in III(B) above. Payment by the Participating Member of the agreed upon amount shall not be contingent upon renewal of this Agreement or renewal of the Agreement between the SWMD and Kansas City or Lee's Summit.

Annual Renewal. The agreement between the SWMD and the Participating Member will be subject to renewal each year. To assure community information is included in the printed promotional material, agreements will be due no later than February 1, 2018. No pro ration of fees is applicable under this agreement.

C. **Contact Person.** The Participating Member agrees to notify the SWMD and Kansas City, on or before the date of this Agreement, of the name of an individual who will serve as its contact person with respect to the Regional HHW Collection Program.

V *Services Provided by the SWMD*

A. **Permanent Collection Facilities.** HHW collection services shall be provided by Kansas City and Lee's Summit pursuant to agreements entered into between the SWMD and Kansas City, and the SWMD and Lee's Summit. Pursuant to those agreements, residents of the Participating Member may deliver HHW, by appointment, if required, and during normal hours of operation, to the Kansas City permanent HHW facility and to the Lee's Summit permanent HHW facility.

B. **Outreach Collections.** Pursuant to the agreement between the SWMD and Kansas City, Kansas City has also agreed to provide contractor services for the collection of HHW at outreach collection sites throughout the SWMD area. Residents of the Participating Member will be able to deliver HHW to outreach collection sites, the dates and locations of which will be negotiated by the SWMD and Kansas City. If, at the request of a Participating Member, an outreach collection is held within its boundaries, the Participating Member agrees that Kansas City or the contractor shall have overall control of the collection activities but the Participating Member shall provide the following:

- adequate and safe sites with unobstructed public access;
- access to restroom facilities and drinking water
- adequate publicity of the date and location of the mobile collection;
- a means for the collection, removal and disposal of any wastes that do not meet the definition of hazardous waste;
- volunteers or workers to conduct traffic control, survey participating residents, stack latex paint and automotive batteries, and assist with non-hazardous waste removal and bulking of motor oil;

- means of limiting the vehicles to a number negotiated by Kansas City and the SWMD (estimated to be either 200, 300, or 400 vehicles per outreach collection);
- a forklift and forklift operator available at the opening and closing of the event; and
- access to residents of any city or county that is also a participating member.

VI Reports

The SWMD will provide to the Participating Member quarterly reports on the operations of the Kansas City and Lee's Summit permanent facilities and on the operations of the outreach collections, based on information provided to the SWMD by Kansas City and Lee's Summit. The quarterly reports shall include the following information:

- Total number vehicles using each facility (permanent or mobile) on a quarterly basis;
- Number of vehicles from each participating member using the facility;
- An end-of-the-year summary report including waste composition and disposition.
- Each program year the district will provide brochures which include facility hours of operation, mobile event schedule, and contact information

VII Insurance

A. *Insurance.* The SWMD agrees that, pursuant to the terms of its Agreement with Kansas City, Kansas City shall maintain liability insurance related to the outreach collection sites under which the community where the site is located shall be named as an additional insured.

VIII Legal Jurisdiction

Nothing in this Agreement shall be construed as either limiting or extending the legal jurisdiction of the parties.

MARC Solid Waste Management District:

Participating Member:

_____ Date: _____

_____ Date : _____

Chris Bussen, Chair

Print Name

Print Title

| 2018 Regional Household Hazardous Waste Collection Program | | |
|--|----------------------|--------------|
| Attachment 1 | 2016 | \$1.05 |
| Community | Population Estimates | per capita |
| Archie | 1,210 | \$ 1,270.50 |
| Belton | 23,290 | \$ 24,454.50 |
| Blue Springs | 54,431 | \$ 57,152.55 |
| Buckner | 3,055 | \$ 3,207.75 |
| Camden Point | 536 | \$ 562.80 |
| Claycomo Village | 1,471 | \$ 1,544.55 |
| Cleveland | 670 | \$ 703.50 |
| Dearborn | 508 | \$ 533.40 |
| Drexel | 959 | \$ 1,006.95 |
| Edgerton | 587 | \$ 616.35 |
| Excelsior Springs | 11,522 | \$ 12,098.10 |
| Garden City | 1,630 | \$ 1,711.50 |
| Gladstone | 27,114 | \$ 28,469.70 |
| Glennaire | 581 | \$ 610.05 |
| Grain Valley | 13,684 | \$ 14,368.20 |
| Grandview | 25,190 | \$ 26,449.50 |
| Greenwood | 5,658 | \$ 5,940.90 |
| Hardin | 539 | \$ 565.95 |
| Harrisonville | 10,042 | \$ 10,544.10 |
| Kearney | 9,790 | \$ 10,279.50 |
| Lake Lotawana | 2,047 | \$ 2,149.35 |
| Lake Tapawingo | 724 | \$ 760.20 |
| Lake Waukomis | 910 | \$ 955.50 |
| Lake Winnebago | 1,160 | \$ 1,218.00 |
| Lawson | 2,406 | \$ 2,526.30 |
| Liberty | 30,614 | \$ 32,144.70 |
| Loch Lloyd | 725 | \$ 761.25 |
| Lone Jack | 1,160 | \$ 1,218.00 |
| North Kansas City | 4,376 | \$ 4,594.80 |
| Oak Grove | 7,994 | \$ 8,393.70 |
| Orrick | 807 | \$ 847.35 |
| Parkville | 6,514 | \$ 6,839.70 |
| Peculiar | 4,979 | \$ 5,227.95 |
| Platte City | 4,872 | \$ 5,115.60 |
| Pleasant Hill | 8,444 | \$ 8,866.20 |
| Pleasant Valley | 3,067 | \$ 3,220.35 |
| Raymore | 20,839 | \$ 21,880.95 |
| Raytown | 29,261 | \$ 30,724.05 |
| Richmond | 5,575 | \$ 5,853.75 |
| Riverside | 3,227 | \$ 3,388.35 |
| Smithville | 9,455 | \$ 9,927.75 |
| Sugar Creek | 3,304 | \$ 3,469.20 |
| Weatherby Lake | 1,923 | \$ 2,019.15 |
| Weston | 1,753 | \$ 1,840.65 |
| Wood Heights | 697 | \$ 731.85 |
| Unincorporated Cass County | 24,997 | \$ 26,246.85 |
| Unincorporated Clay County | 15,776 | \$ 16,564.80 |
| Unincorporated Jackson Co. | 22,694 | \$ 23,828.70 |
| Unincorporated Platte County | 27,759 | \$ 29,146.95 |
| Unincorporated Ray County | 11,341 | \$ 11,908.05 |
| Source: marc.org/data&economy/MetroDatatline/Currentpopulationdata | | |

SECTION VI

E

AN ORDINANCE OF THE CITY OF BELTON, MISSOURI CALLING AN ELECTION TO AUTHORIZE INCREASING THE CITY SALES TAX RATE FROM ONE PERCENT (1.00%) TO ONE AND ONE HALF PERCENT (1.5%) PURSUANT TO THE AUTHORITY GRANTED BY AND SUBJECT TO THE PROVISIONS OF RSMO SECTIONS 94.500 TO 94.550 AND PROVIDING FOR SUBMISSION OF THE CITY SALES TAX RATE INCREASE TO THE QUALIFIED VOTERS OF THE CITY FOR THEIR APPROVAL AT THE GENERAL ELECTION CALLED AND TO BE HELD IN THE CITY ON APRIL 3, 2018.

WHEREAS, the City currently imposes local sales taxes, as defined in RSMo. Section 32.085, at the following rates:

| | |
|---------------------|--------------|
| City/General | 1.00% |
| Transportation | 0.50% |
| Capital Improvement | 0.50% |
| Parks | 0.50% |
| Fire | <u>0.25%</u> |
| | 2.75% |

WHEREAS, the City is authorized under RSMo. 94.500 through 94.550 to impose a general purpose city sales tax up to two percent (2.00%); and

WHEREAS, the City Council believes that for many years the City has been reducing costs and becoming more efficient in order to provide quality services without increasing taxes to support the growing needs within the City; and

WHEREAS, the City’s current 1.00% sales tax was passed in August 1979 when the population of Belton was approximately 12,000; and

WHEREAS, in 1979 there were approximately 134 city employees (68 full time and 66 part time) and today there are approximately 361 city employees (189 full time and 172 part time) working for Belton citizens and meeting regulatory requirements; and

WHEREAS, the City Council recognizes that without an additional ½ cent sales tax, the City will not have the resources to retain City employees within the General Fund where the vast majority of employees are first responders, including police officers, firefighters, emergency medical technicians and code enforcement officers. This will result in loss of first responders to neighboring communities. It will become more difficult to replace employees and the average level of experience of employees will decline as fewer senior staff respond to citizens’ needs. Belton will continue to do minimum code enforcement and struggle to assist citizens in policing property violations of their neighborhoods driving down property values; and

WHEREAS, the impact of a ½ cent sales tax adds \$0.50 to a \$100.00 retail purchase; and

WHEREAS, sales taxes are paid by everyone, including visitors who use Belton’s amenities, infrastructure and first responder services, and not just by Belton residents; and

WHEREAS, the proposed increase in general purpose city sales tax cannot become effective until approved by the qualified voters at a municipal election.

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

Section 1. A sales tax election is hereby ordered to be held pursuant to RSMo. Section 94.510 in the City of Belton, Missouri, on April 3, 2018, on the following question:

QUESTION No. 1

Shall the City of Belton, Missouri, be authorized to increase the city sales tax rate from one percent (1.0%) to one and one half percent (1.5%) to support additional needs of the community and improve city services?

Section 2. The form of the Notice of General Election for said special election, a copy of which is attached hereto and made a part hereof, is hereby approved.

Section 3. The City Clerk is hereby authorized and directed to notify the County Clerk of Cass County, Missouri, of the adoption of this Ordinance no later than 5:00 P.M. on January 23, 2018, and to include in said notification all of the terms and provisions required by the Comprehensive Election Act, Chapter 115 of the Revised Statutes of Missouri, as amended.

Section 4. This Ordinance shall be in full force and effect from and after its passage and approval.

READ FOR THE FIRST TIME: January 9, 2018

READ FOR THE SECOND TIME AND PASSED:

Mayor Jeff Davis

APPROVED by the Mayor this _____ day of January, 2018.

Mayor Jeff Davis

ATTEST:

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

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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton, Missouri, and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the 9th day of January, 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 _____ day of January, 2018 after the final reading thereof by the following vote, to-wit:

AYES: COUNCILMEN
NOES: COUNCILMEN
ABSENT: COUNCILMEN

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

NOTICE OF ELECTION

CITY OF BELTON, MISSOURI

Notice is hereby given to the qualified voters of the City of Belton, Missouri that the City Council of the City has called an election to be held in the City on April 3, 2018, commencing at 6:00 A.M. and closing at 7:00 P.M., on the question contained in the following sample ballot:

OFFICIAL BALLOT

CITY OF BELTON, MISSOURI

APRIL 3, 2018

QUESTION No. 1

Shall the City of Belton, Missouri, be authorized to increase the city sales tax rate from one percent (1.0%) to one and one half percent (1.5%) to support additional needs of the community and improve city services?

YES
NO

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

Said election shall be held at the following polling places:

- WARD NO. 1: Precinct 38 and Precinct 39- South Haven Baptist Church,
16800 Bel-Ray Blvd, Belton, MO.
- WARD NO. 2: Precinct 40 and Precinct 41- Belton Christian Church,
409 Airway Lane, Belton, MO.
- WARD NO. 3: Precinct 42 and Precinct 43- St. Sabina Catholic Church,
700 Trevis Avenue, Belton, MO.
- WARD NO. 4: Precinct 44 and Precinct 45- Assembly of God Church,
613 E. North Avenue, Belton, MO.

That said election shall be held between the hours of six o'clock a.m. and seven o'clock p.m. All persons who are legal voters and have registered before 5:00 P.M. on the fourth Wednesday before the election is to be held will be entitled to vote at said election on the 3rd day of April 2018.

Given under my hand and the Seal of the City of Belton this _____ day of January, 2018.

Patti Ledford
City Clerk of the City of Belton, Missouri

DATED: _____, 2018.

County Clerk of Cass County, Missouri

SECTION VI

F

AN ORDINANCE CALLING AN ELECTION TO AUTHORIZE A USE TAX IN THE CITY OF BELTON, MISSOURI.

WHEREAS, the City has imposed local *sales* taxes, as defined in Section 32.085 RSMo, at the rate of 2.75 %; and

WHEREAS, the City is authorized, under Section 144.757 RSMo, to impose a local *use* tax at a rate equal to the rate of the local sales taxes in effect in the City; and

WHEREAS, the local use tax is a method of compensating our city for sales tax lost when purchases are made across state lines and brought back to Missouri for use; and

WHEREAS, the use tax will not add tax to any retail purchase made out-of-state if tax is paid at the point of purchase; also, this is not a duplicate tax - if you pay sales tax, you do not pay a use tax; and

WHEREAS, the use tax would close a loophole that allows businesses who buy outside of Missouri to escape paying tax; passage would require these businesses to pay the same tax as everyone else; and

WHEREAS, the local use tax supports local businesses by leveling the playing field; and

WHEREAS, the State of Missouri already has a use tax in place as do neighboring cities and Cass County; and

WHEREAS, the proposed City use tax cannot become effective until approved by the voters at a municipal election.

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

Section 1. The City Council finds it necessary and hereby declares its intent to impose a local use tax for the purpose of providing funds to the City as provided under the provisions of Section 144.757, RSMo.

Section 2. An election is hereby ordered to be held in the City of Belton, Missouri, on April 3, 2018, on the following question:

QUESTION No. 2

Shall the City of Belton, Missouri be authorized to impose a local use tax at the same rate as the total local sales tax rate provided that, if the local sales tax rate is reduced or raised by voter approval, the local use tax rate shall also be reduced or raised by the same action?

Section 3. The form of the Notice of Election for said election, a copy of which is attached hereto and made a part hereof, is hereby approved.

Section 4. The City Clerk is hereby authorized and directed to notify the County Clerk of Cass County, Missouri, of the adoption of this Ordinance no later than 5:00 P.M. on January 23, 2018, and to include in said notification all of the terms and provisions required by Chapter 115 of the Revised Statutes of Missouri, as amended.

Section 5. This Ordinance shall be in full force and effect from and after its passage.

READ FOR THE FIRST TIME: January 9, 2018

READ FOR THE SECOND TIME AND PASSED:

Mayor Jeff Davis

Approved this ___ day of _____, 2018.

Mayor Jeff Davis

ATTEST:

Patricia Ledford, City Clerk
City of Belton, Missouri

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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the 9th day January, 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 ____ day of _____, 2018, after the second reading thereof by the following vote, to-wit:

AYES: COUNCILMEN
NOES: COUNCILMEN
ABSENT: COUNCILMEN

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

NOTICE OF ELECTION

CITY OF BELTON, MISSOURI

Notice is hereby given to the qualified voters of the City of Belton, Missouri, that the City Council of the City has called an election to be held in the City on April 3, 2018, commencing at 6:00 A.M. and closing at 7:00 P.M., on the question contained in the following sample ballot:

OFFICIAL BALLOT

CITY OF BELTON, MISSOURI

APRIL 3, 2018

QUESTION #1

Shall the City of Belton, Missouri be authorized to impose a local use tax at the same rate as the total local sales tax rate provided that, if the local sales tax rate is reduced or raised by voter approval, the local use tax rate shall also be reduced or raised by the same action?

YES
NO

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

Said election shall be held at the following polling places:

- WARD NO. 1: Precinct 38 and Precinct 39- South Haven Baptist Church,
16800 Bel-Ray Blvd, Belton, MO.
- WARD NO. 2: Precinct 40 and Precinct 41- Belton Christian Church,
409 Airway Lane, Belton, MO.
- WARD NO. 3: Precinct 42 and Precinct 43 – St. Sabina Catholic Church
700 Trevis Avenue, Belton, MO.
- WARD NO. 4: Precinct 44 and Precinct 45– Assembly of God Church,
613 E. North Avenue, Belton, MO.

That said election shall be held between the hours of six o'clock a.m. and seven o'clock p.m. All persons who are legal voters and have registered before 5:00 P.M. on the fourth Wednesday before the election is to be held will be entitled to vote at said election on the 3rd day of April 2018.

Given under my hand and the Seal of the City of Belton this _____ day of January, 2018.

Patti Ledford
City Clerk of the City of Belton, Missouri

DATED: _____, 2018.

County Clerk of Cass County, Missouri

SECTION VII

A

R2018-02

A RESOLUTION OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING THE RENEWAL OF SUPPLEMENTAL AGREEMENT NO. 1 TO SERVICE AGREEMENT FOR ON-CALL WATER, WASTEWATER, AND STORMWATER SERVICES BETWEEN THE CITY OF BELTON AND PYRAMID EXCAVATION AND CONSTRUCTION, INC. FOR A TERM OF ONE (1) YEAR WITH THE OPTION OF UP TO THREE (3) ADDITIONAL ONE (1) YEAR RENEWALS.

WHEREAS, the City entered into an agreement for On-Call Water, Wastewater and Stormwater Services in the fall of 2012 that was renewed in 2013. A second agreement was executed in 2014 and renewed in 2015; and

WHEREAS, the City advertised a Request for Proposals for a new contract in October 2016 and received two proposals from Wiedenmann, Inc. and Pyramid Excavation and Construction, Inc. In an attempt to receive three proposals, the City re-advertised in November and only received one proposal from Wiedenmann, Inc. In conversations with the contractors, all three contractors had expressed interest but said that they had simply forgotten when it came time to submit proposals. Staff completed appraisals on all three contractors and expressed the desire of renewing the contracts through a supplemental agreement. All three contractors were in support of the supplemental agreement; and

WHEREAS, in January 2017, Supplemental Agreement No. 1 between the City and Pyramid Excavation and Construction, Inc. was approved by Ordinance 2017-4308. This agreement extended the Service Agreement for On-Call Water, Wastewater, and Stormwater Services between the City of Belton and Pyramid Excavation and Construction, Inc. for a term of one (1) year with the option of up to four (4) additional one (1) year renewals; and

WHEREAS, in accordance with the stipulations from the original agreement, staff contacted Pyramid Excavation and Construction, Inc. to confirm their interest in extending the contract. Upon receiving concurrence, staff completed performance evaluations of Pyramid Excavation and Construction, Inc. and verified that the insurance coverage and pay rates remained the same. Upon receiving positive performance evaluations and verification that the insurance coverage and pay rates remained unchanged, staff was satisfied that Pyramid Excavation and Construction, Inc. met the requirements to extend the contract; and

WHEREAS, the City Council believes that it is in the best interests of the citizens of Belton to authorize and approve the renewal of Supplemental Agreement No. 1 to Service Agreement for On-Call Water, Wastewater, and Stormwater Services between the City of Belton and Pyramid Excavation and Construction, Inc. for a term of one (1) year with the option of up to three (3) additional one (1) year renewals; the Supplemental Agreement No. 1 is attached to this ordinance as **Exhibit A**.

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

SECTION 1. That the Supplemental Agreement No. 1 to Service Agreement for On-Call Water, Wastewater, and Stormwater Services between the City of Belton and Pyramid

Excavation and Construction, Inc. is hereby renewed for one year for purposes described above.

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

Duly read and passed this 9th day off January, 2018:

Mayor Jeff Davis

ATTEST:

Patricia Ledford, City Clerk
City of Belton, Missouri

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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing Resolution was regularly introduced at a regular meeting of the City Council held on the 9th day of January, 2018, and adopted at a regular meeting of the City Council held on the 9th day of January, 2018, by the following vote, to-wit:

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

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



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: January 9, 2018

DIVISION: 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 checked="" type="checkbox"/> Agreement | <input type="checkbox"/> Discussion | <input type="checkbox"/> FYI/Update | <input type="checkbox"/> Presentation | <input type="checkbox"/> Both Readings |

ISSUE/RECOMMENDATION:

The City has had an On-Call Water, Wastewater, and Stormwater Services agreement since 2012 to have contractors available with pre-approved rates who would be able to respond to emergencies without having to go through an extended bidding process. The City currently has an agreement in place with three contractors: Precision Construction & Contracting, LLC., Pyramid Excavation and Construction, Inc., and Wiedenmann, Inc. Staff is providing separate resolutions recommending a renewal of the agreement for each contractor.

Staff recommends authorizing and approving a resolution to renew Supplemental Agreement No. 1 to the Service Agreement for On-Call Water, Wastewater, and Stormwater Services with **Pyramid Excavation and Construction, Inc.**

BACKGROUND:

The original agreement was executed in the fall of 2012 and was renewed in 2013. A second agreement was executed in 2014 and renewed in 2015. The City advertised a Request for Proposals (RFP) for a new contract in October 2016 and received two proposals from Wiedenmann, Inc. and Pyramid Excavation and Construction, Inc. In an attempt to receive three proposals, the City re-advertised in November and only received one proposal from Wiedenmann, Inc. All three contractors had expressed interest but said that they had simply forgotten when it came time to submit proposals. Staff completed appraisals on all three contractors and expressed the desire of renewing the contracts through a supplemental agreement.

In January 2017, Supplemental Agreement No. 1 between the City and Pyramid Excavation and Construction, Inc. was approved by Ordinance 2017-4307. This agreement extended the Service Agreement for On-Call Water, Wastewater, and Stormwater Services between the City of Belton and Pyramid Excavation and Construction, Inc. for a term of one (1) year with the option of up to four (4) additional one (1) year renewals.

In January 2018, the first term of Supplemental Agreement No. 1 between the City and Pyramid Excavation and Construction, Inc. expires. Staff have completed an appraisal on Pyramid Excavation and Construction, Inc. and expressed the desire of renewing the Supplemental Agreement No. 1 to the Service Agreement for On-Call Water, Wastewater, and Stormwater Services with Pyramid Excavation and Construction, Inc. for a one-year period.

In accordance with the stipulations from the original agreement, staff contacted Pyramid Excavation and Construction, Inc. to confirm their interest in extending the contract. Upon receiving concurrence, staff completed a performance evaluation of Pyramid Excavation and Construction, Inc. and verified that the insurance coverage and pay rates remained the same. Upon receiving a positive performance

evaluations and verification that the insurance coverage and pay rates remained unchanged, staff was satisfied that Pyramid Excavation and Construction, Inc. met the requirements to extend the contract.

IMPACT/ANALYSIS:

N/A

STAFF RECOMMENDATION, ACTION, AND DATE:

Approve a resolution of the City of Belton, Missouri renewing Supplemental Agreement No. 1 to Service Agreement for On-Call Water, Wastewater, and Stormwater Services between the City of Belton and Pyramid Excavation and Construction, Inc. for a term of one (1) year with the option of up to three (3) additional one (1) year renewals.

LIST OF REFERENCE DOCUMENTS ATTACHED:

Resolution

Supplemental Agreement No. 1 – Pyramid Excavation and Construction, Inc. Ordinance 2017-4308

AN ORDINANCE OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING SUPPLEMENTAL AGREEMENT NO. 1 TO SERVICE AGREEMENT FOR ON-CALL WATER, WASTEWATER, AND STORMWATER SERVICES BETWEEN THE CITY OF BELTON AND PYRAMID EXCAVATION AND CONSTRUCTION, INC.

WHEREAS, in the fall of 2012, the City advertised a Request for Proposals for On-Call Water, Wastewater, and Stormwater Repair Services; and

WHEREAS, on September 11, 2012, Ordinance No. 2012-3831, Ordinance No. 2012-3834, and Ordinance No. 2012-3835 were approved for the On-Call Water Wastewater and Stormwater Repair Services with Wiedenmann, Inc., Pyramid Excavation and Construction, Inc., Precision Construction & Contracting, LLC. The contract was for a term of one (1) year with the option of a one-year renewal. In 2013, the City renewed the agreement with all three contractors; and

WHEREAS, in the fall of 2014, the aforementioned contracts were about to expire and City staff advertised a Request for Proposals for On-Call Water, Wastewater, and Stormwater Repair Services; and

WHEREAS, on September 23, 2014, Ordinance No. 2014-4039, Ordinance No. 2014-4040, and Ordinance No. 2014-4041 were approved for the On-Call Water, Wastewater and Stormwater Repair Services with Pyramid Excavation and Construction, Inc., Precision Construction & Contracting, LLC and Wiedenmann, Inc. The contract was for a term of one (1) year with the option of a one-year renewal. In 2015, the City renewed the agreement with all three contractors; and

WHEREAS, in October 2016, the City advertised the Request for Proposals and received two proposals from Wiedenmann, Inc. and Pyramid Excavation and Construction, Inc. In an attempt to receive three proposals, the City re-advertised in November and only received one proposal from Wiedenmann, Inc. In conversations with the contractors, all three contractors had expressed interest but said that they had simply forgotten when it came time to submit proposals. Staff completed appraisals on all three contractors and expressed the desire of renewing the contracts through a supplemental agreement. All three contractors were in support of the supplemental agreement.

WHEREAS, the City Council believes the Supplemental Agreement No. 1 to Service Agreement for On-Call Water, Wastewater, and Stormwater Services between the City of Belton and Pyramid Excavation and Construction, Inc., herein attached and incorporated as **Exhibit "A,"** for a term of one (1) year with the option of up to four (4) additional one (1) year renewals is in the best interest of the City.

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

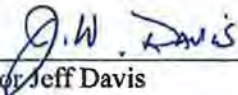
SECTION 1. That the Supplemental Agreement No. 1 to Service Agreement for On-Call Water, Wastewater, and Stormwater Services between the City of Belton and Pyramid Excavation and Construction, Inc., herein attached and incorporated as **Exhibit "A,"** is approved.

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

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

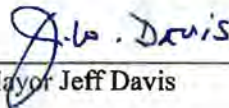
READ FOR THE FIRST TIME: January 24, 2017

READ FOR THE SECOND TIME AND PASSED: January 24, 2017




Mayor Jeff Davis

Approved this 24th day of January, 2017.



Mayor Jeff Davis

ATTEST:



Patricia Ledford, City Clerk
City of Belton, Missouri

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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the 24th day of January, 2017, and thereafter adopted as Ordinance No. 2017-4308 of the City of Belton, Missouri, at a regular meeting of the City Council held on the 24th day of January, 2017, after the second reading thereof by the following vote, to-wit:

AYES: 8 COUNCILMEN: Mayor Davis, Fletcher, Finn, Newell, Peek, Lathrop, Van Winkle, Trutzel
NOES: 0 COUNCILMEN:
ABSENT: 1 COUNCILMEN: Savage



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



**SUPPLEMENTAL AGREEMENT NO. 1
TO
SERVICE AGREEMENT
BETWEEN
THE CITY OF BELTON, MISSOURI
AND
PYRAMID EXCAVATION AND CONSTRUCTION, INC.
FOR
ON-CALL WATER, WASTEWATER, AND STORMWATER
SERVICES**

THIS SUPPLEMENTAL AGREEMENT NO. 1 made and entered into this 15th day of February, 2017, by and between the City of Belton, Missouri, a constitutional charter city ("CITY"), and Pyramid Excavation and Construction, Inc., a corporation authorized to conduct business in Missouri ("CONTRACTOR"; CITY and CONTRACTOR each a "Party", and collectively the "Parties").

WITNESSETH:

WHEREAS, CITY and CONTRACTOR entered into an Agreement with an Effective Date of September 30, 2014, for repair services on an as needed basis for the City's water distribution system, wastewater collection system and stormwater collection system infrastructure (hereinafter "Base Agreement"); and

WHEREAS, per Article 3 – Period of Service of the Base Agreement, the contract was in effect for a one (1) year period from the Effective Date with an option to renew the contract for one (1) additional one (1) year term. On September 23, 2015, CITY provided CONTRACTOR with a letter renewing the contract for the additional one (1) year term. The contract expired on September 30, 2016; and

WHEREAS, CITY advertised the Request for Proposals for the On-Call Water, Wastewater, and Stormwater Repair Services in October and November of 2016 and received no interest from other bidders. Therefore, CITY and CONTRACTOR decided to extend current contracts; and

WHEREAS, CITY desires to enter into a Supplemental Agreement with CONTRACTOR to continue repair services on an as needed basis for the City's water distribution system, wastewater collection system and stormwater collection system infrastructure; and

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

NOW THEREFORE, CITY and CONTRACTOR in consideration of the mutual covenants and considerations contained, IT IS HEREBY AGREED by the parties hereto to supplement the Service Agreement with the Effective Date of September 30, 2014 as follows:

1. Agreement Articles Amended.

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

2. Article 2 – Services to be performed by Contractor Amended.

CONTRACTOR shall provide repair services for the CITY water distribution system, waste water collection system, and storm water collection system infrastructure ("System") as a yearly contract for the Public Works Operations Divisions and represents that it is equipped, competent, and able to perform, and that it will perform all services hereinafter set forth in a diligent, competent, and workmanlike manner as described herein. CONTRACTOR, as opposed to sub-contractors of CONTRACTOR, must perform at least sixty percent (60%) of the Services described herein, throughout the term of this Agreement.

CONTRACTOR shall, upon the CITY's request, respond to and make necessary repairs to system failures requiring an immediate response to minimize property loss or environmental damage and are generally expected to be of short duration. Additional repair jobs may include, at the CITY's request, those for which the Operations Divisions do not have immediate access to appropriate equipment or available resources to complete the work in a timely manner. CONTRACTOR may also be called upon in the case of natural disasters to assist with system repairs and clean up.

CONTRACTOR may be asked to submit bids on small projects that are identified without public advertisement. These projects may be in the design-build environment where CONTRACTOR and CITY's Engineer may be called upon to determine and construct the best solution.

CONTRACTOR shall be responsible for assuring that all repairs fall within the parameters outlined in the CITY Code of Ordinance's, current CITY's Design and Construction Manual, American Public Works Association's guidelines and American Water Works Association's guidelines.

The CITY reserves the right to add and/or delete locations for service under this Agreement due to budget, development, or changes to procedures/policies. The CITY reserves the right during the term of this Agreement to make in-house repairs itself and to receive separate bids for repair of the CITY's water, wastewater and storm water infrastructure as the CITY deems necessary in its sole discretion.

3. Article 3 – Period of Service Amended.

This agreement shall be in effect for a one (1) year period from the Effective Date. The CITY reserves the right in its sole discretion to renew this contract for four (4) additional one (1) year terms, subject to acceptable performance by CONTRACTOR and by mutual consent of both Parties under the same terms and conditions of this Agreement. Each year, the CITY will conduct a performance appraisal before determining that a renewal with CONTRACTOR is in the CITY's best interest.

4. Article 4 – Compensation Amended.

It is expressly understood that in no event will compensation be paid to the CONTRACTOR under the terms of this contract for the services set forth in Article 2 (as amended) and as described in the Contract Documents, and for reimbursement of authorized expenses, unless and until costs for a specific task are provided by the CONTRACTOR and approved by the CITY.

Services requested and work complete under this Agreement may be done in either an emergency basis or planned basis. Generally, the CITY's intent is to complete the following:

- 1) Award emergency Task Agreements as a not-to-exceed time and materials bid, utilizing labor rates as set forth by Exhibit A – Labor Rates,
OR
- 2) Award planned Task Agreements as a fixed-price bid with unit rates, utilizing bid items and quantities identified by the CITY and provided to the CONTRACTOR prior to bidding.

Upon request, CONTRACTOR will prepare and submit to the CITY a bid of the total cost associated with such services in a not-to-exceed amount on the form provided in Exhibit C – Task Agreement. Prior to bidding, the CITY at the CITY's discretion will identify whether the bid shall be a time and materials bid or fixed-price bid as described herein. The CITY will review and approve in writing such bid for services, and the total compensation and reimbursement to be paid by the CITY to the CONTRACTOR for such approved services shall not exceed the approved amount.

Labor rates set forth by Exhibit A – Labor Rates shall be in effect for the duration of the Period of Service. If the contract is renewed for one (1) additional one (1) year period as described in Article 3 (as amended), the Contractor and City may negotiate the labor rates within reason.

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

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

CONTRACTOR shall provide proof of compliance with the CITY'S tax ordinances as a condition precedent to the CITY making any payments under this Agreement. If CONTRACTOR performs work on an Agreement that is for a term longer than one year, the CONTRACTOR shall submit evidence of such compliance on each anniversary of the Effective Date and prior to the first payment under this Agreement following each such anniversary as a condition precedent to the CITY making any payments under the Agreement.

5. Article 9 – Insurance Amended.

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

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

Workers' Compensation: Statutory
Employers' liability: 2,500,000 each occurrence

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

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

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

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

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

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

B. The policies listed above may not be canceled until after thirty (30) days written notice of cancellation to CITY, ten (10) days in the event of nonpayment of premium. The Workers' Compensation and Employers' Liability, Commercial General Liability, and Automobile Liability

specified above shall provide that CITY and its agencies, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds for the services performed under this Agreement. **CONTRACTOR SHALL PROVIDE TO CITY PRIOR TO THE EXECUTION OF THIS AGREEMENT A CERTIFICATE OF INSURANCE SHOWING ALL REQUIRED COVERAGES, ENDORSEMENTS, ADDITIONAL INSUREDS, AND COMPLIANCE WITH THE TERMS OF THIS ARTICLE 8.** The certificate shall be on a form acceptable to CITY.

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

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

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

6. Article 21 – Communications and Notices Amended.

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

CONTRACTOR: PYRAMID EXCAVATION & CONSTRUCTION, INC.
11102 HICKMAN MILLS DR, KANSAS CITY, MO 64134

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

AND
City Manager, 506 Main Street, Belton, MO 64012

AND
City Attorney, 506 Main Street, Belton, MO 64012

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

7. Article 43 – Force Majeure Added.

Neither the CONTRACTOR nor the CITY shall be liable for the failure to perform their duties nor for any resulting damage or loss, if such failure is caused by a catastrophe, terrorism, riot, war, strike, fire, accident, sabotage, act of God, including inclement weather, or other similar or different contingency beyond the reasonable control of the CONTRACTOR or of the CITY, as the case may be.

8. Article 44 – Contract Documents Added.

All of the following are considered Contract Documents and are incorporated into this Supplemental Agreement No. 1:

- Base Agreement
- Exhibit A – Labor Rates
- Exhibit B – Affidavit of Enrollment in Federal Work Authorization Program
- Exhibit C – Performance Appraisal
- Exhibit D – Task Agreement

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

**SIGNATURE PAGE FOR AGREEMENT BETWEEN CITY OF BELTON, MISSOURI AND
PYRAMID EXCAVATION AND CONSTRUCTION, INC.**

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

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

Executed by CONTRACTOR this 18TH day of JANUARY, 20 17.

Executed by CITY this 24 day of January, 20 17.

BELTON, MISSOURI

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

CONTRACTOR

Address and facsimile number of
Contractor: PYRAMID EXCAVATION & CONSTRUCTION, INC.
11102 HICKMAN MILLS DR
KANSAS CITY, MISSOURI 64134

By: 

Printed Name: Jeff Davis

Title: Mayor

By: 

Printed Name: ROBERT C. YUNGER

Title: PRESIDENT

Attested By: 

Printed Name: Patti Ledford

Title: City Clerk
(Affix City Seal)

Attested By: 

Printed Name: KRISTIN YUNGER

Title: OFFICE MANAGER
(Affix Corporate Seal, if applicable)

Approved as to form:


Megan McGuire, City Attorney, City of Belton, Missouri

2/1/2017
(date)

EXHIBIT A – LABOR RATES

CONTRACTOR: PYRAMID EXCAVATION & CONSTRUCTION, INC.

| EMERGENCY LABOR RATES | | |
|------------------------------|---------------------------------------|--|
| Shop Labor, regular time | \$ <u>75.⁵⁰</u> minimum | \$ <u>95⁰⁰</u> maximum |
| Shop Labor, overtime | \$ <u>90.⁰⁰</u> minimum | \$ <u>109.⁵⁰</u> maximum |
| Field Labor, regular time | Prevailing Wage | \$ <u>95⁰⁰</u> maximum |

- Minimum labor rates, overtime schedules, and holiday schedules will be determined by the current State Annual Wage Order. Certified payrolls must accompany all invoices prior to payment by City.
- All equipment and materials should be included in detail on the invoices at cost.
- The City will allow up to a 15% markup on invoices for overhead and profit.
- The City of Belton is a Tax Exempt entity and the City will provide Contractor a Tax Exempt Certificate per project.

EXHIBIT B - AFFIDAVIT OF ENROLLMENT IN FEDERAL WORK AUTHORIZATION PROGRAM

Comes now ROBERT C. YUNGER (Name) as PRESIDENT (Position Held) first being duly sworn, on my oath, affirm PYRAMID EXCAVATION & CONST. INC. (Company Name) is enrolled and will continue to participate in a federal work authorization program in respect to employees that will work in connection with the contracted services related to On-Call Water, Wastewater, and Stormwater Service Agreement for the duration of the contract, if awarded in accordance with RSMo Chapter 285.530 (2).

I also affirm that PYRAMID EXCAVATION & CONST. INC. (Company Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services related to On-Call Water, Wastewater, and Stormwater Service Agreement for the duration of the contract, if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under Section 575.040, RSMo).

[Signature] ROBERT C. YUNGER, PRESIDENT
Signature (Person with Authority) Printed Name

PRESIDENT JANUARY 18, 2017
Title (Person with Authority) Date

Subscribed and sworn to me before this 18TH of JANUARY, 2017. I am commissioned, and affix my official seal, as a notary public within the County of JOHNSON, State of KANSAS, and my commission expires on JANUARY 29, 2017.

[Signature] JANUARY 18, 2017
Signature of Notary Date

KRISTIN YUNGER
Notary Public - State of Kansas
My Appt. Expires 1/29/2017

EXHIBIT C – PERFORMANCE APPRAISAL

The following is a summary of scope or work related information, and a list of values and performance measures that the City believes important to the relationship between community, staff and the service providers. These measures will be utilized annually to initiate discussion for improvement necessary to provide great service to the community. It may also be the basis for termination of existing contracts if deemed in the best interest of the City.

Contractor: _____ Date: _____

What type of activities was this provider responsible for? (circle all that apply)

| | | | | | | |
|------------|--------------|----------------------------------|---|----------------|-------|------------|
| Stormwater | Construction | Conceptual Problem Solving | - | Transportation | Water | Wastewater |
|------------|--------------|----------------------------------|---|----------------|-------|------------|

Was the work completed on schedule, according to scope and under budget?
If not, why? Was it due to the service provider and how?

On a scale of 1 – 5, 5 being the best, rate the following and provide comments for each.

Quality of work:

Comments:

Responsiveness:

Comments:

Customer Service (community):

Comments:

Communication:

Comments:

Cooperation with others:

Comments:

Creativity/Innovation:

Comments:

Overall Performance:

EXHIBIT D – TASK AGREEMENT



City of Belton – Public Works Task Agreement

Contract:

| | | |
|--------------------------|--------------------|--|
| Ordinance or Resolution: | Task Agreement No: | Not-to-exceed amount Date of Schedule of Hourly Rates and Expenses |
|--------------------------|--------------------|--|

| | |
|---------------|---|
| Project Title | <input type="checkbox"/> Time and Materials OR <input type="checkbox"/> Fixed Price |
|---------------|---|

| | |
|--|-------------------------------------|
| Contractor/Consultant (including subs) | Division and Staff Project Manager: |
|--|-------------------------------------|

| | |
|-------------------------------------|---------------------------------|
| Project Management Manual reviewed: | Attachments (Gantt Chart etc.): |
|-------------------------------------|---------------------------------|

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

| Staff Signatures | | Partner Signatures | |
|---|-------------------------------------|-------------------------|--|
| Director of Public Works: Jeff Fisher | City Manager: Ron Trivitt | Project Manager: | Company Principal (if different): |
| Signature | Signature | Signature | Signature |
| Date | Date | Date | Date |

| | | | | | |
|------------------------|----------------|--------------|----------------------|------------------------------|------------|
| Project Type: | Design | Construction | Property Acquisition | Conceptual - Problem Solving | Surveying |
| Project Discipline(s): | Transportation | Planning | Water | Wastewater | Stormwater |

Insurance Requirements met:

Report(s) Received:

Work on File:

This Task Agreement is subject to all the provisions included in the On-Call Professional Services Agreement effective on the ____ day of _____, 20__.

Attach scope of work, budget, and other supporting material.



Company ID Number: 203471

**THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION
MEMORANDUM OF UNDERSTANDING**

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and Pyramid Excavation & Construction, Inc. (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).



Company ID Number: 203471

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer Pyramid Excavation & Construction, Inc.

Teddy Yunger

Name (Please Type or Print)

Title

Electronically Signed

Signature

04/03/2009

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

Signature

04/03/2009

Date



Company ID Number: 203471

Information Required for the E-Verify Program

Information relating to your Company:

Company Name: Pyramid Excavation & Construction, Inc.

Company Facility Address: 11102 Hickman Mills Dr
Kansas City, MO 64134

Company Alternate
Address:

County or Parish: JACKSON

Employer Identification
Number: 481135388

North American Industry
Classification Systems
Code: 237

Parent Company: _____

Number of Employees: 20 to 99

Number of Sites Verified
for: 1

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

- MISSOURI 1 site(s)



Company ID Number: 203471

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

| | | | |
|-------------------|--------------------------------------|-------------|-------------------------|
| Name: | Robert C Yunger | Fax Number: | (816) 765 - 4467 |
| Telephone Number: | (816) 765 - 4464 | | |
| E-mail Address: | ryunger@pyramidexcavation.com | | |
| Name: | Kristin K Yunger | Fax Number: | (816) 765 - 4467 |
| Telephone Number: | (816) 765 - 4464 | | |
| E-mail Address: | kyunger@pyramidexcavation.com | | |
| Name: | Teddy E Yunger | Fax Number: | (816) 765 - 4467 |
| Telephone Number: | (816) 765 - 4464 | | |
| E-mail Address: | tyunger@pyramidexcavation.com | | |



CERTIFICATE OF LIABILITY INSURANCE

| |
|--------------------------------|
| DATE (MM/DD/YYYY) 1/18/2017 |
|--------------------------------|

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER TRUSS 4551 W. 107th st Suite 300 Overland Park KS 66207 INSURED Pyramid Excavation & Construction Inc. 11102 Hickman Mills Drive Kansas City MO 64134 | CONTACT NAME: Stephanie Butler PHONE (A/C, No, Ext): (913) 341-8998 FAX (A/C, No): (913) 341-2923 E-MAIL ADDRESS: sbutler@trussadvantage.com <table border="1" style="width: 100%;"> <thead> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Travelers Indemnity Company</td> <td>25658</td> </tr> <tr> <td>INSURER B: Travelers Indem of Connecticut</td> <td>25682</td> </tr> <tr> <td>INSURER C: Standard Fire Insurance</td> <td>19070</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A: Travelers Indemnity Company | 25658 | INSURER B: Travelers Indem of Connecticut | 25682 | INSURER C: Standard Fire Insurance | 19070 | INSURER D: | | INSURER E: | | INSURER F: | |
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| INSURER D: | | | | | | | | | | | | | | | |
| INSURER E: | | | | | | | | | | | | | | | |
| INSURER F: | | | | | | | | | | | | | | | |

COVERAGES **CERTIFICATE NUMBER:** CL169701015 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR INSD VVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|---|-----------------|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PFR: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | DTCO2790C522 | 9/10/2016 | 9/10/2017 | EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 300,000 PERSONAL & ADV INJURY \$ 10,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| B | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS | | BA2790C52216 | 9/10/2016 | 9/10/2017 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTIONS \$ 10,000 | | CUP2790C522 | 9/10/2016 | 9/10/2017 | EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A | DTCUB2790C52216 | 9/10/2016 | 9/10/2017 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Re: Water, Wasterwater & Stormwater On-Call Service Contract. City of Belton is additional insured as respects General and Auto Liability; Umbrella follows form.

| | |
|---|---|
| CERTIFICATE HOLDER City of Belton Missouri 506 Main Street Belton, MO 64012 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE N Cullor Chandler/BJO |
|---|---|

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CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: January 24, 2017

DIVISION: Public Works

COUNCIL: Regular Meeting

Work Session

Special Session

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

ISSUE/RECOMMENDATION:

Staff recommends authorizing and approving an ordinance to enter into a Supplemental Agreement to the Service Agreement for On-Call Water, Wastewater and Stormwater Services with Pyramid Excavation and Construction, Inc.

PROPOSED CITY COUNCIL MOTION:

At the January 24, 2017 City Council Regular meeting, authorize and approve an ordinance for Supplemental Agreement No. 1 to Service Agreement for On-Call Water, Wastewater, and Stormwater Services between the City of Belton and Pyramid Excavation and Construction, Inc. for a term of one (1) year with the option of up to four (4) additional one (1) year renewals.

BACKGROUND:

In fall of 2012 the City advertised Request for Proposals (RFP) for On-Call Water, Wastewater, and Stormwater Repair Services and entered into contracts with Precision Construction & Contracting, LLC, Pyramid Excavation and Construction, Inc., and Wiedenmann, Inc. The contracts were for a one year period with a one year renewal option. The contracts were renewed in 2013.

In fall of 2014, the City again advertised the RFP and entered into contracts with the same three contractors for a one year term with a one year renewal option. Again in 2015, the contracts were renewed.

In October 2016, the City advertised the RFP and received two proposals from Wiedenmann, Inc. and Pyramid Excavation and Construction, Inc. In an attempt to receive three proposals, the City re-advertised in November and only received one proposal from Wiedenmann, Inc. All three contractors had expressed interest but said that they had simply forgotten when it came time to submit proposals. Staff completed appraisals on all three contractors and expressed the desire of renewing the contracts through a supplemental agreement. All three contractors were in support of the supplemental agreement.

IMPACT/ANALYSIS:

N/A

STAFF RECOMMENDATION, ACTION, AND DATE:

At the January 24, 2017 City Council Regular meeting, authorize and approve an ordinance for Supplemental Agreement No. 1 to Service Agreement for On-Call Water, Wastewater, and Stormwater Services between the City of Belton and Pyramid Excavation and Construction, Inc. for a term of one (1) year with the option of up to four (4) additional one (1) year renewals.

LIST OF REFERENCE DOCUMENTS ATTACHED:

Ordinance

Supplemental Agreement No. 1

SECTION VII

B

R2018-03

A RESOLUTION OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING THE RENEWAL OF SUPPLEMENTAL AGREEMENT NO. 1 TO SERVICE AGREEMENT FOR ON-CALL WATER, WASTEWATER, AND STORMWATER SERVICES BETWEEN THE CITY OF BELTON AND PRECISION CONSTRUCTION & CONTRACTING, LLC FOR A TERM OF ONE (1) YEAR WITH THE OPTION OF UP TO THREE (3) ADDITIONAL ONE (1) YEAR RENEWALS.

WHEREAS, the City entered into an agreement for On-Call Water, Wastewater and Stormwater Services in the fall of 2012 which was renewed in 2013. A second agreement was executed in 2014 and renewed in 2015; and

WHEREAS, the City advertised an RFP for a new contract in October 2016, and received two proposals from Wiedenmann, Inc. and Pyramid Excavation and Construction, Inc. In an attempt to receive three proposals, the City re-advertised in November and only received one proposal from Wiedenmann, Inc. In conversations with the contractors, all three contractors had expressed interest but said that they had simply forgotten when it came time to submit proposals. Staff completed appraisals on all three contractors and expressed the desire of renewing the contracts through a supplemental agreement. All three contractors were in support of the supplemental agreement; and

WHEREAS, in January 2017, Supplemental Agreement No. 1 between the City and Precision Construction & Contracting, LLC was approved by Ordinance 2017-4307. This agreement extended the Service Agreement for On-Call Water, Wastewater, and Stormwater Services between the City of Belton and Precision Construction & Contracting, LLC for a term of one (1) year with the option of up to four (4) additional one (1) year renewals; and

WHEREAS, in accordance with the stipulations from the original agreement, staff contacted Precision Construction & Contracting, LLC to confirm their interest in extending the contract. Upon receiving concurrence, staff completed performance evaluations of Precision Construction & Contracting, LLC and verified that the insurance coverage and pay rates remained the same. Upon receiving positive performance evaluations and verification that the insurance coverage and pay rates remained unchanged, staff was satisfied that Precision Construction & Contracting, LLC met the requirements to extend the contract; and

WHEREAS, City Council believes that is in the best interests of the citizens of Belton to authorize and approve the renewal of Supplemental Agreement No. 1 to Service Agreement for On-Call Water, Wastewater, and Stormwater Services between the City of Belton and Precision Construction & Contracting, LLC for a term of one (1) year with the option of up to three (3) additional one (1) year renewals; the Supplemental Agreement No. 1 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 the Supplemental Agreement No. 1 to Service Agreement for On-Call Water, Wastewater, and Stormwater Services between the City of Belton and Precision

Construction & Contracting, LLC is hereby renewed for one year for purposes described above.

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

Duly read and passed this 9th day off January, 2018:

Mayor Jeff Davis

ATTEST:

Patricia Ledford, City Clerk
City of Belton, Missouri

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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing Resolution was regularly introduced at a regular meeting of the City Council held on the 9th day of January, 2018, and adopted at a regular meeting of the City Council held on the 9th day of January, 2018, by the following vote, to-wit:

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

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



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: January 9, 2018

DIVISION: 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 checked="" type="checkbox"/> Agreement | <input type="checkbox"/> Discussion | <input type="checkbox"/> FYI/Update | <input type="checkbox"/> Presentation | <input type="checkbox"/> Both Readings |

ISSUE/RECOMMENDATION:

The City has had an On-Call Water, Wastewater, and Stormwater Services agreement since 2012 to have contractors available with pre-approved rates who would be able to respond to emergencies without having to go through an extended bidding process. The City currently has an agreement in place with three contractors: Precision Construction & Contracting, LLC., Pyramid Excavation and Construction, Inc., and Wiedenmann, Inc. Staff is providing separate resolutions recommending a renewal of the agreement for each contractor.

Staff recommends authorizing and approving a resolution to renew Supplemental Agreement No. 1 to the Service Agreement for On-Call Water, Wastewater, and Stormwater Services with **Precision Construction & Contracting, LLC.**

BACKGROUND:

The original agreement was executed in the fall of 2012 and was renewed in 2013. A second agreement was executed in 2014 and renewed in 2015. The City advertised a Request for Proposals (RFP) for a new contract in October 2016 and received two proposals from Wiedenmann, Inc. and Pyramid Excavation and Construction, Inc. In an attempt to receive three proposals, the City re-advertised in November and only received one proposal from Wiedenmann, Inc. All three contractors had expressed interest but said that they had simply forgotten when it came time to submit proposals. Staff completed appraisals on all three contractors and expressed the desire of renewing the contracts through a supplemental agreement.

In January 2017, Supplemental Agreement No. 1 between the City and Precision Construction & Contracting, LLC was approved by Ordinance 2017-4307. This agreement extended the Service Agreement for On-Call Water, Wastewater, and Stormwater Services between the City of Belton and Precision Construction & Contracting, LLC for a term of one (1) year with the option of up to four (4) additional one (1) year renewals.

In January 2018, the first term of Supplemental Agreement No. 1 between the City and Precision Construction expires. Staff have completed an appraisal on Precision Construction & Contracting, LLC and expressed the desire of renewing the Supplemental Agreement No. 1 to the Service Agreement for On-Call Water, Wastewater, and Stormwater Services with Precision Construction & Contracting, LLC for a one-year period.

In accordance with the stipulations from the original agreement, staff contacted Precision Construction & Contracting, LLC to confirm their interest in extending the contract. Upon receiving concurrence, staff completed performance evaluations of Precision Construction & Contracting, LLC and verified that the insurance coverage and pay rates remained the same. Upon receiving positive performance

evaluations and verification that the insurance coverage and pay rates remained unchanged, staff was satisfied that Precision Construction & Contracting, LLC met the requirements to extend the contract.

IMPACT/ANALYSIS:

N/A

STAFF RECOMMENDATION, ACTION, AND DATE:

Approve a resolution of the City of Belton, Missouri renewing Supplemental Agreement No. 1 to Service Agreement for On-Call Water, Wastewater, and Stormwater Services between the City of Belton and Precision Construction & Contracting, LLC for a term of one (1) year with the option of up to three (3) additional one (1) year renewals.

LIST OF REFERENCE DOCUMENTS ATTACHED:

Resolution

Supplemental Agreement No. 1 – Precision Construction & Contracting, LLC Ordinance 2017-4307

AN ORDINANCE OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING SUPPLEMENTAL AGREEMENT NO. 1 TO SERVICE AGREEMENT FOR ON-CALL WATER, WASTEWATER, AND STORMWATER SERVICES BETWEEN THE CITY OF BELTON AND PRECISION CONSTRUCTION & CONTRACTING, LLC.

WHEREAS, in the fall of 2012, the City advertised a Request for Proposals for On-Call Water, Wastewater, and Stormwater Repair Services; and

WHEREAS, on September 11, 2012, Ordinance No. 2012-3831, Ordinance No. 2012-3834, and Ordinance No. 2012-3835 were approved for the On-Call Water Wastewater and Stormwater Repair Services with Wiedenmann, Inc., Pyramid Excavation and Construction, Inc., Precision Construction & Contracting, LLC. The contract was for a term of one (1) year with the option of a one-year renewal. In 2013, the City renewed the agreement with all three contractors; and

WHEREAS, in the fall of 2014, the aforementioned contracts were about to expire and City staff advertised a Request for Proposals for On-Call Water, Wastewater, and Stormwater Repair Services; and

WHEREAS, on September 23, 2014, Ordinance No. 2014-4039, Ordinance No. 2014-4040, and Ordinance No. 2014-4041 were approved for the On-Call Water, Wastewater and Stormwater Repair Services with Pyramid Excavation and Construction, Inc., Precision Construction & Contracting, LLC and Wiedenmann, Inc. The contract was for a term of one (1) year with the option of a one-year renewal. In 2015, the City renewed the agreement with all three contractors; and

WHEREAS, in October 2016, the City advertised the Request for Proposals and received two proposals from Wiedenmann, Inc. and Pyramid Excavation and Construction, Inc. In an attempt to receive three proposals, the City re-advertised in November and only received one proposal from Wiedenmann, Inc. In conversations with the contractors, all three contractors had expressed interest but said that they had simply forgotten when it came time to submit proposals. Staff completed appraisals on all three contractors and expressed the desire of renewing the contracts through a supplemental agreement. All three contractors were in support of the supplemental agreement.

WHEREAS, the City Council believes the Supplemental Agreement No. 1 to Service Agreement for On-Call Water, Wastewater, and Stormwater Services between the City of Belton and Precision Construction & Contracting, LLC, herein attached and incorporated as **Exhibit "A,"** for a term of one (1) year with the option of up to four (4) additional one (1) year renewals is in the best interest of the City.

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


SECTION 1. That the Supplemental Agreement No. 1 to Service Agreement for On-Call Water, Wastewater, and Stormwater Services between the City of Belton and Precision Construction & Contracting, LLC, herein attached and incorporated as **Exhibit "A,"** is approved.

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

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


READ FOR THE FIRST TIME: January 24, 2017

READ FOR THE SECOND TIME AND PASSED: January 24, 2017



Mayor Jeff Davis

Approved this 24th day of January, 2017.



Mayor Jeff Davis

ATTEST:


Patricia Ledford, City Clerk
City of Belton, Missouri

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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the 24th day of January, 2017, and thereafter adopted as Ordinance No. 2017-4307 of the City of Belton, Missouri, at a regular meeting of the City Council held on the 24th day of January, 2017, after the second reading thereof by the following vote, to-wit:

AYES: 8 COUNCILMEN: Mayor Davis, Fletcher, Finn, Newell, Peek, Lathrop, Van Winkle, Trutzel
NOES: 0 COUNCILMEN:
ABSENT: 1 COUNCILMEN: Savage



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



**SUPPLEMENTAL AGREEMENT NO. 1
TO
SERVICE AGREEMENT
BETWEEN
THE CITY OF BELTON, MISSOURI
AND
PRECISION CONSTRUCTION & CONTRACTING, LLC
FOR
ON-CALL WATER, WASTEWATER, AND STORMWATER
SERVICES**

THIS SUPPLEMENTAL AGREEMENT NO. 1 made and entered into this 27th day of January, 2017, by and between the City of Belton, Missouri, a constitutional charter city ("CITY"), and Precision Construction & Contracting, LLC, a Limited Liability Company, authorized to conduct business in Missouri ("CONTRACTOR"; CITY and CONTRACTOR each a "Party", and collectively the "Parties").

WITNESSETH:

WHEREAS, CITY and CONTRACTOR entered into an Agreement with an Effective Date of September 30, 2014, for repair services on an as needed basis for the City's water distribution system, wastewater collection system and stormwater collection system infrastructure (hereinafter "Base Agreement"); and

WHEREAS, per Article 3 – Period of Service of the Base Agreement, the contract was in effect for a one (1) year period from the Effective Date with an option to renew the contract for one (1) additional one (1) year term. On September 23, 2015, CITY provided CONTRACTOR with a letter renewing the contract for the additional one (1) year term. The contract expired on September 30, 2016; and

WHEREAS, CITY advertised the Request for Proposals for the On-Call Water, Wastewater, and Stormwater Repair Services in October and November of 2016 and received no interest from other bidders. Therefore, CITY and CONTRACTOR decided to extend current contracts; and

WHEREAS, CITY desires to enter into a Supplemental Agreement with CONTRACTOR to continue repair services on an as needed basis for the City's water distribution system, wastewater collection system and stormwater collection system infrastructure; and

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

NOW THEREFORE, CITY and CONTRACTOR in consideration of the mutual covenants and considerations contained, IT IS HEREBY AGREED by the parties hereto to supplement the Service Agreement with the Effective Date of September 30, 2014 as follows:

1. Agreement Articles Amended.

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

2. Article 2 – Services to be performed by Contractor Amended.

CONTRACTOR shall provide repair services for the CITY water distribution system, waste water collection system, and storm water collection system infrastructure ("System") as a yearly contract for the Public Works Operations Divisions and represents that it is equipped, competent, and able to perform, and that it will perform all services hereinafter set forth in a diligent, competent, and workmanlike manner as described herein. CONTRACTOR, as opposed to sub-contractors of CONTRACTOR, must perform at least sixty percent (60%) of the Services described herein, throughout the term of this Agreement.

CONTRACTOR shall, upon the CITY's request, respond to and make necessary repairs to system failures requiring an immediate response to minimize property loss or environmental damage and are generally expected to be of short duration. Additional repair jobs may include, at the CITY's request, those for which the Operations Divisions do not have immediate access to appropriate equipment or available resources to complete the work in a timely manner. CONTRACTOR may also be called upon in the case of natural disasters to assist with system repairs and clean up.

CONTRACTOR may be asked to submit bids on small projects that are identified without public advertisement. These projects may be in the design-build environment where CONTRACTOR and CITY's Engineer may be called upon to determine and construct the best solution.

CONTRACTOR shall be responsible for assuring that all repairs fall within the parameters outlined in the CITY Code of Ordinance's, current CITY's Design and Construction Manual, American Public Works Association's guidelines and American Water Works Association's guidelines.

The CITY reserves the right to add and/or delete locations for service under this Agreement due to budget, development, or changes to procedures/policies. The CITY reserves the right during the term of this Agreement to make in-house repairs itself and to receive separate bids for repair of the CITY's water, wastewater and storm water infrastructure as the CITY deems necessary in its sole discretion.

3. Article 3 – Period of Service Amended.

This agreement shall be in effect for a one (1) year period from the Effective Date. The CITY reserves the right in its sole discretion to renew this contract for four (4) additional one (1) year terms, subject to acceptable performance by CONTRACTOR and by mutual consent of both Parties under the same terms and conditions of this Agreement. Each year, the CITY will conduct a performance appraisal before determining that a renewal with CONTRACTOR is in the CITY's best interest.

4. Article 4 – Compensation Amended.

It is expressly understood that in no event will compensation be paid to the CONTRACTOR under the terms of this contract for the services set forth in Article 2 (as amended) and as described in the Contract Documents, and for reimbursement of authorized expenses, unless and until costs for a specific task are provided by the CONTRACTOR and approved by the CITY.

Services requested and work complete under this Agreement may be done in either an emergency basis or planned basis. Generally, the CITY's intent is to complete the following:

- 1) Award emergency Task Agreements as a not-to-exceed time and materials bid, utilizing labor rates as set forth by Exhibit A – Labor Rates,
OR
- 2) Award planned Task Agreements as a fixed-price bid with unit rates, utilizing bid items and quantities identified by the CITY and provided to the CONTRACTOR prior to bidding.

Upon request, CONTRACTOR will prepare and submit to the CITY a bid of the total cost associated with such services in a not-to-exceed amount on the form provided in Exhibit C – Task Agreement. Prior to bidding, the CITY at the CITY's discretion will identify whether the bid shall be a time and materials bid or fixed-price bid as described herein. The CITY will review and approve in writing such bid for services, and the total compensation and reimbursement to be paid by the CITY to the CONTRACTOR for such approved services shall not exceed the approved amount.

Labor rates set forth by Exhibit A – Labor Rates shall be in effect for the duration of the Period of Service. If the contract is renewed for additional periods as described in Article 3 (as amended), the Contractor and City may negotiate the labor rates within reason.

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

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

CONTRACTOR shall provide proof of compliance with the CITY'S tax ordinances as a condition precedent to the CITY making any payments under this Agreement. If CONTRACTOR performs work on an Agreement that is for a term longer than one year, the CONTRACTOR shall submit evidence of such compliance on each anniversary of the Effective Date and prior to the first payment under this Agreement following each such anniversary as a condition precedent to the CITY making any payments under the Agreement.

5. Article 9 – Insurance Amended.

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

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

Workers' Compensation: Statutory

Employers' liability: 2,500,000 each occurrence

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

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

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

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

\$2,500,000 general aggregate.

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

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

B. The policies listed above may not be canceled until after thirty (30) days written notice of cancellation to CITY, ten (10) days in the event of nonpayment of premium. The Workers' Compensation and Employers' Liability, Commercial General Liability, and Automobile Liability

specified above shall provide that CITY and its agencies, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds for the services performed under this Agreement. CONTRACTOR SHALL PROVIDE TO CITY PRIOR TO THE EXECUTION OF THIS AGREEMENT A CERTIFICATE OF INSURANCE SHOWING ALL REQUIRED COVERAGES, ENDORSEMENTS, ADDITIONAL INSUREDS, AND COMPLIANCE WITH THE TERMS OF THIS ARTICLE 8. The certificate shall be on a form acceptable to CITY.

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

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

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

6. Article 21 – Communications and Notices Amended.

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

CONTRACTOR: Precision Constructors & Contracting, LLC

CITY:

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

AND

City Manager, 506 Main Street, Belton, MO 64012

AND

City Attorney, 506 Main Street, Belton, MO 64012

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

7. Article 43 – Force Majeure Added.

Neither the CONTRACTOR nor the CITY shall be liable for the failure to perform their duties nor for any resulting damage or loss, if such failure is caused by a catastrophe, terrorism, riot, war, strike, fire, accident, sabotage, act of God, including inclement weather, or other similar or different contingency beyond the reasonable control of the CONTRACTOR or of the CITY, as the case may be.

8. Article 44 – Contract Documents Added.

All of the following are considered Contract Documents and are incorporated into this Supplemental Agreement No. 1:

- Base Agreement
- Exhibit A – Labor Rates
- Exhibit B – Affidavit of Enrollment in Federal Work Authorization Program
- Exhibit C – Performance Appraisal
- Exhibit D – Task Agreement

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

SIGNATURE PAGE FOR AGREEMENT BETWEEN CITY OF BELTON, MISSOURI AND

PRECISION CONSTRUCTION & CONTRACTING LLC

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

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

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

Executed by CITY this 24th day of January, 2017.

BELTON, MISSOURI

Address and facsimile number of City

Department:

Public Works Department

City Hall Annex

520 Main Street

Belton, MO 64012

CONTRACTOR

Address and facsimile number of

Contractor:

By: J.W. Davis

Printed Name: Jeff Davis

Title: Mavor

By: See next page

Printed Name: _____

Title: _____

Attested By: Patti Ledford

Printed Name: Patti Ledford

Title: City Clerk
(Affix City Seal)

Attested By: _____

Printed Name: _____

Title: _____
(Affix Corporate Seal, if applicable)

Approved as to form:

Megan McGuire
Megan McGuire, City Attorney, City of Belton, Missouri

1/31/2017
(date)

SIGNATURE PAGE FOR AGREEMENT BETWEEN CITY OF BELTON, MISSOURI AND

PRECISION CONSTRUCTION & CONTRACTING LLC

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

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

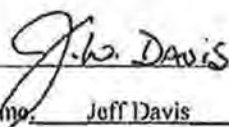
Executed by CONTRACTOR this 27th day of January, 2017.
Executed by CITY this _____ day of _____, 20____.


BELTON, MISSOURI

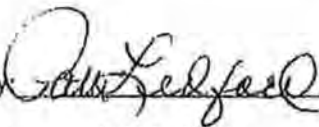
Address and facsimile number of City
Department: Public Works Department
City Hall Annex
520 Main Street
Belton, MO 64012

CONTRACTOR

Address and facsimile number of
Contractor: Precision Construction & Contracting LI
105 E. Battlefield Road
Lone Jack, MO 64070

By: 
Printed Name: Jeff Davis
Title: Mayor

By: 
Printed Name: Ethan Starbuck
Title: GM

Attested By: 
Printed Name: Patti Ledford
Title: City Clerk
(Affix City Seal)

Attested By: _____
Printed Name: _____
Title: _____
(Affix Corporate Seal, if applicable)

Approved as to form:

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

EXHIBIT A – LABOR RATES

CONTRACTOR: Precision Construction & Contracting, LLC

| EMERGENCY LABOR RATES | | |
|---------------------------|----------------------------|-----------------------------|
| Shop Labor, regular time | \$ <u>75.00</u> minimum | \$ <u>95.00</u> maximum |
| Shop Labor, overtime | \$ <u>95.00</u> minimum | \$ <u>145.00</u> maximum |
| Field Labor, regular time | Prevailing Wage | \$ <u>145.00</u> maximum |

- Minimum labor rates, overtime schedules, and holiday schedules will be determined by the current State Annual Wage Order. Certified payrolls must accompany all invoices prior to payment by City.
- All equipment and materials should be included in detail on the invoices at cost.
- The City will allow up to a 15% markup on invoices for overhead and profit.
- The City of Belton is a Tax Exempt entity and the City will provide Contractor a Tax Exempt Certificate per project.

EXHIBIT B - AFFIDAVIT OF ENROLLMENT IN FEDERAL WORK AUTHORIZATION PROGRAM

Comes now Ethans Stanfill (Name) as GM.
(Position Held) first being duly sworn, on my oath, affirm Precision Construction Co., LLC (Company Name) is enrolled and will continue to participate in a federal work authorization program in respect to employees that will work in connection with the contracted services related to On-Call Water, Wastewater, and Stormwater Service Agreement for the duration of the contract, if awarded in accordance with RSMo Chapter 285.530 (2).

I also affirm that Precision Construction + Contracting (Company Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services related to On-Call Water, Wastewater, and Stormwater Service Agreement for the duration of the contract, if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under Section 575.040, RSMo).

[Signature] Ethans Stanfill
Signature (Person with Authority) Printed Name

GM. 1/17/2017
Title (Person with Authority) Date

Subscribed and sworn to me before this 17th of January, 2017. I am commissioned, and affix my official seal, as a notary public within the County of Cass, State of Missouri, and my commission expires on April 25, 2020.

[Signature] 1/17/2017
Signature of Notary Date

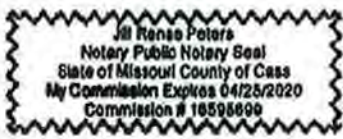


EXHIBIT C – PERFORMANCE APPRAISAL

The following is a summary of scope or work related information, and a list of values and performance measures that the City believes important to the relationship between community, staff and the service providers. These measures will be utilized annually to initiate discussion for improvement necessary to provide great service to the community. It may also be the basis for termination of existing contracts if deemed in the best interest of the City.

Contractor: _____ Date: _____

What type of activities was this provider responsible for? (circle all that apply)

| | | | | | |
|------------|--------------|----------------------------------|------------------|-------|------------|
| Stormwater | Construction | Conceptual Problem Solving | – Transportation | Water | Wastewater |
|------------|--------------|----------------------------------|------------------|-------|------------|

Was the work completed on schedule, according to scope and under budget?
If not, why? Was it due to the service provider and how?

On a scale of 1 – 5, 5 being the best, rate the following and provide comments for each.

Quality of work:

Comments:

Responsiveness:

Comments:

Customer Service (community):

Comments:

Communication:

Comments:

Cooperation with others:

Comments:

Creativity/Innovation:

Comments:

Overall Performance:

EXHIBIT D – TASK AGREEMENT



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

| | | | | | | | | | |
|--|-----------------------|--|-------------------------------------|--|-------------------------------------|---|--|--|-------------------|
| Contract: | | | | | | | | | |
| Ordinance or Resolution: | | | Task Agreement No: | | | | Not-to-exceed amount: | | |
| | | | | | | | Date of Schedule of Hourly Rates and Expenses: | | |
| Project Title: | | | | | | <input type="checkbox"/> Time and Materials OR <input type="checkbox"/> Fixed Price | | | |
| Contractor/Consultant (including subs): | | | | | Division and Staff Project Manager: | | | | |
| Project Management Manual reviewed: | | | | | Attachments (Gantt Chart, etc.): | | | | |
| PROJECT Scope (can be in the form of an attachment): | | | | | | | | | |
| | | | | | | | | | |
| Staff Signatures | | | | | Partner Signatures | | | | |
| Director of Public Works: Jeff Fleher | | | City Manager: Ron Trivitt | | Project Manager: | | | Company Principal (if different): | |
| Signature: _____ | | | Signature: _____ | | Signature: _____ | | | Signature: _____ | |
| Date: _____ | | | Date: _____ | | Date: _____ | | | Date: _____ | |
| Project Type: | Design | | Construction | | Property Acquisition | | Conceptual – Problem Solving | | Surveying |
| Project Discipline(s): | Transportation | | Planning | | Water | | Wastewater | | Stormwater |
| Insurance Requirements met: | | | | | | | | | |
| Report(s) Received: | | | | | | | | | |
| Work on File: | | | | | | | | | |
| This Task Agreement is subject to all the provisions included in the On-Call Professional Services Agreement effective on the ____ day of _____, 20__. | | | | | | | | | |

Attach scope of work, budget, and other supporting material.



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: January 24, 2017

DIVISION: Public Works

COUNCIL: Regular Meeting Work Session

Special Session

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

ISSUE/RECOMMENDATION:

Staff recommends authorizing and approving an ordinance to enter into a Supplemental Agreement to the Service Agreement for On-Call Water, Wastewater, and Stormwater Services with Precision Construction & Contracting, LLC.

PROPOSED CITY COUNCIL MOTION:

At the January 24, 2017 City Council Regular meeting, authorize and approve an ordinance for Supplemental Agreement No. 1 to Service Agreement for On-Call Water, Wastewater, and Stormwater Services between the City of Belton and Precision Construction & Contracting, LLC for a term of one (1) year with the option of up to four (4) additional one (1) year renewals.

BACKGROUND:

In fall of 2012, the City advertised Request for Proposals (RFP) for On-Call Water, Wastewater, and Stormwater Repair Services and entered into contracts with Precision Construction & Contracting, LLC, Pyramid Excavation and Construction, Inc., and Wiedenmann, Inc. The contracts were for a one year period with a one year renewal option. The contracts were renewed in 2013.

In fall of 2014, the City again advertised the RFP and entered into contracts with the same three contractors for a one year term with a one year renewal option. Again in 2015, the contracts were renewed.

In October 2016, the City advertised the RFP and received proposals from Wiedenmann, Inc. and Pyramid Excavation and Construction, Inc. In an attempt to receive three proposals, the City re-advertised in November and only received one proposal from Wiedenmann, Inc. All three contractors had expressed interest but said that they had simply forgotten when it came time to submit proposals. Staff completed appraisals on all three contractors and expressed the desire of renewing the contracts through a supplemental agreement. All three contractors were in support of the supplemental agreement.

IMPACT/ANALYSIS:

N/A

STAFF RECOMMENDATION, ACTION, AND DATE:

At the January 24, 2017 City Council Regular meeting, authorize and approve an ordinance for Supplemental Agreement No. 1 to Service Agreement for On-Call Water, Wastewater, and Stormwater Services between the City of Belton and Precision Construction & Contracting, LLC for a term of one (1) year with the option of up to four (4) additional one (1) year renewals.

LIST OF REFERENCE DOCUMENTS ATTACHED:

- Ordinance
- Supplemental Agreement No. 1

SECTION VII C

R2018-04

A RESOLUTION APPROVING TASK AGREEMENT 2017-1 WITH CDM SMITH UNDER THE ON-CALL ENGINEERING AGREEMENT PER ORDINANCE 2016-4184 TO PERFORM EVALUATION AND ENGINEERING DESIGN FOR THE SANITARY SEWER STREAM BANK STABILIZATION PROJECT IN A NOT-TO-EXCEED AMOUNT OF \$65,595.00 UNDER THE SCOPE OF WORK ATTACHED AND INCORPORATED TO THE TASK AGREEMENT.

WHEREAS, a section of sanitary sewer main is exposed in a tributary of Oil Creek south of Markey Parkway and east of 163rd Street; and

WHEREAS, the objective of the project is to protect the existing sewer infrastructure and stabilize the adjacent stream banks to prevent potential sewer line collapse, breakage, or flow disruption that could discharge wastewater into the local stream; and

WHEREAS, CDM Smith under the On-Call Engineering Agreement per Ordinance 2016-4184 approved on March 22, 2016 will provide an evaluation of alternatives to ensure a cost-effective solution and engineering design services required for the project; and

WHEREAS, the section of exposed sewer was found in late 2016 and has been exposed for an unknown amount of time. An exposed sewer in a stream is potentially a serious danger to the health of the environment and the citizens of Belton. Many gravity flow sewer mains follow streams due to the low topography and all streams meander and change as time passes making the inspection of sewer mains an ongoing need to ensure the safety of the environment, citizens and infrastructure of the City of Belton; and

WHEREAS, the City Council believes approving this Task Agreement 2017-1 with CDM Smith to perform evaluation and engineering design for the Sanitary Sewer Stream Bank Stabilization project in a not-to-exceed amount of \$65,595.00 is beneficial to the citizens of Belton and the public sanitary sewer system.

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

SECTION 1. That the Task Agreement 2017-1, herein attached and incorporated as **Attachment 1**, in a not-to-exceed amount of \$65,595.00 to perform evaluation and engineering design for the Sanitary Sewer Stream Bank Stabilization Project 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 9th day of January, 2018.

Mayor Jeff Davis

ATTEST:

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

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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton, Missouri, and that the foregoing Resolution was regularly introduced at a regular meeting of the City Council held on the 9th day of January, 2018, and adopted at a regular meeting of the City Council held the 9th day of January, 2018 by the following vote, to-wit:

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

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



CITY OF BELTON

CITY COUNCIL INFORMATION FORM

AGENDA DATE: January 9, 2018

DIVISION: Water Services

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

| | | | | |
|------------------------------------|--|---------------------------------------|---------------------------------------|--|
| <input type="checkbox"/> Ordinance | <input checked="" type="checkbox"/> Resolution | <input type="checkbox"/> Consent Item | <input 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:

Currently a section of sanitary sewer main is exposed in a tributary of Oil Creek south of Markey Parkway and east of 163rd Street. The objective of the project is to protect the existing sewer infrastructure and stabilize the adjacent stream banks to prevent potential sewer line collapse, breakage, or flow disruption that could discharge wastewater into the local stream. CDM Smith under the On-Call Engineering Agreement per Ordinance 2016-4184 will provide an evaluation of alternatives to ensure a cost-effective solution and engineering design services required for the project.

BACKGROUND:

The section of exposed sewer was found in late 2016 and has been exposed for an unknown amount of time. An exposed sewer in a stream is a serious danger to the health of the environment and the citizens of Belton. Many gravity flow sewer mains follow streams due to the low topography and all streams meander and change as time passes making the inspection of sewer mains an ongoing need to ensure the safety of the environment, citizens and infrastructure of the City of Belton.

IMPACT/ANALYSIS:

FINANCIAL IMPACT

| | | |
|-----------------------------|---|-----------|
| Contractor: | CDM Smith | |
| Amount of Request/Contract: | \$ | 65,595.00 |
| Amount Budgeted: | \$ | 225,00.00 |
| Funding Source: | 660-0000-495-7300 (Wastewater Capital Outlay) | |
| Additional Funds: | \$ | N/A |
| Funding Source: | N/A | |
| Encumbered: | \$ | N/A |
| Funds Remaining: | \$ | N/A |

STAFF RECOMMENDATION, ACTION, AND DATE:

Approve a resolution for Task Agreement 2017-1 with CDM Smith under the On-Call Engineering Agreement per Ordinance 2016-4184 to perform evaluation and engineering design for the Sanitary Sewer Stream Bank Stabilization project in a not-to-exceed amount of \$65,595.00 under the Scope of Work attached and incorporated to the Task Agreement.

LIST OF REFERENCE DOCUMENTS ATTACHED:

- Resolution
- Attachment 1 - CDM Smith Task Agreement 2017-1 and Scope of Work

Attachment 1



City of Belton – Public Works Task Agreement

Contract: Sanitary Sewer Stream Bank Stabilization

| | | |
|---------------------------------------|---------------------------|---|
| Ordinance or Resolution: Resolution # | Task Agreement No: 2017-1 | Funding Amount: \$65,595.00 Date of Schedule of Hourly Rates and Expenses: N/A Purchase Order No: N/A |
|---------------------------------------|---------------------------|---|

Project Title: Sanitary Sewer Stream Bank Stabilization

| | |
|---|--|
| Contractor/Consultant (including subs): CDM Smith | Division and Staff Project Manager: Public Works – Engineering Division – Michael Christopher |
|---|--|

| | |
|---|---|
| Project Management Manual reviewed: yes | Attachments (Gantt Chart, etc.): Exhibit A: Scope and Fee |
|---|---|

PROJECT Scope (can be in the form of an attachment): Exhibit A – Scope of Services, Schedule and Compensation

| Staff Signatures | | Partner Signatures | |
|--|--------------------------------------|---|--|
| Director of Public Works: Michael K. Doi | City Manager: Alexa Barton | Project Manager: CDM Smith, Inc | Company Principal (if different): CDM Smith, Inc |
| Signature: _____ | Signature: _____ | Signature: <i>[Signature]</i> | Signature: <i>[Signature]</i> |
| Date: _____ | Date: _____ | Date: <u>1/3/2018</u> | Date: <u>01/03/2018</u> |

| | | | | | | | | | |
|------------------------|----------------|---|--------------|--|----------------------|--|------------------------------|---|------------|
| Project Type: | Design | X | Construction | | Property Acquisition | | Conceptual – Problem Solving | | Surveying |
| Project Discipline(s): | Transportation | | Planning | | Water | | Wastewater | X | Stormwater |

Report(s) Received:

Work on File:

This Task Agreement is subject to all the provisions included in the On-Call Professional Services Agreement effective on the 27th day of JUNE, 2016.

Attach scope of work, budget, and other supporting material.

**EXHIBIT A
SCOPE OF SERVICES, SCHEDULE AND COMPENSATION
CDM Smith Inc.**

Sanitary Sewer Stream Bank Stabilization

I. GENERAL

The following paragraphs describe the Scope of Services to be provided by the DESIGN PROFESSIONAL for the Sanitary Sewer Stream Bank Stabilization project.

- A. The Project: The overall project will include an alternatives evaluation, the final design, permitting, bidding, and engineering support during construction, to protect and rehabilitate the sanitary sewer lines and infrastructure exposed in the natural streamway. The project objective is to protect the existing sewer infrastructure and stabilize adjacent stream banks to prevent potential sewer line collapse, breakage or disruption that could discharge wastewater into the local stream. Phase 1 services will include the development and evaluation of alternatives, including a conceptual plan and associated costs, and a recommendation of final design to address the current exposed pipe segment(s). Phase 2 work will include final design, bidding and limited construction phase services. The following scope of services includes work tasks associated with Phases 1 and 2 work.
- B. General Description of Activities. The Scope of Services to be performed by DESIGN PROFESSIONAL is outlined below for the existing sanitary sewer line segment between Manhole #10D-MH034 and Manhole #11D-047, located south of Markey Parkway and east of Hwy Y/Cedar Street.

The Phase 1 and 2 tasks below describe the general professional services to be performed and are further described in Section III:

PHASE 1:

- Develop three (3) alternatives for evaluation to address sewer line exposure, to provide long-term protection of the infrastructure, and to construct appropriate stream bank stabilization;
- Obtain survey to assist in developing alternatives for sewer rehabilitation and stabilization;
- Gather information that may be required for 404 permitting requirements.
- Communication with CITY's Floodplain Administrator to determine floodplain permitting requirements

PHASE 2:

- Provide final design of the selected alternative;

- Preparation of contract documents and plans;
- Assist the CITY in obtaining USACOE 404 and Floodplain Development permits
- MDNR communication and permit assistance;
- Provide an Opinion of Probable Construction Cost;
- Provide bidding phase services;
- Assist the City during construction, provide limited construction administration duties, conduct a final inspection and prepare as-constructed record drawings.

C. Task Series Listing

The following Task Series listing for each phase will directly coincide with monthly invoicing and project/task tracking. Section III will describe in more detail the specific tasks within each Task Series that are anticipated for this project. Section IV will provide more details on invoicing and compensation.

PHASE 1:

- Task Series 100 – Project Management, Quality Control and Administration
- Task Series 200 – Meetings
- Task Series 300 – Alternatives Evaluation/Technical Memorandum Development
- Task Series 400 – USACOE Permitting
- Task Series 500 – Surveying

PHASE 2:

- Task Series 600 – Preliminary and Final Design
- Task Series 700 – Bidding Phase Services
- Task Series 800 – Construction Phase Services

II. PROJECT MILESTONES AND SCHEDULE

Phase 1 services will be completed within 55 calendar days following the Notice to Proceed (NTP) issued by the OWNER. DESIGN PROFESSIONAL will generally complete the scope items within the following calendar days.

- Preliminary Technical Memorandum shall be completed within 30 calendar days of NTP.
- Final Technical Memorandum shall be completed within 15 calendar days following comments received from City staff.

Phase 2 services will be completed within the following time frames listed below:

- 90% plans and contract documents shall be completed and submitted for review within 60 calendar days following alternative selection.
- 100% construction documents ready for bid shall be prepared within 15 calendar days following receipt of comments from CITY staff.
- As-constructed record drawings shall be provided to the CITY within 60 calendar days following final acceptance of construction.

III. SCOPE OF SERVICES

The following paragraphs describe the Scope of Services to be provided by the DESIGN PROFESSIONAL.

PHASE 1 SCOPE OF SERVICES:

TASK SERIES 100 – PROJECT MANAGEMENT, QUALITY CONTROL AND ADMINISTRATION

The purpose of Project Management and Administration will be to manage, direct and oversee each element of Services identified herein. The following management activities will be provided by DESIGN PROFESSIONAL.

Task 101 Project Management Services: Provide project management services throughout the project to successfully manage and complete the work, including project correspondence with City staff related to DESIGN PROFESSIONAL’s scope of services; supervision and coordination of services; scheduling and assignment of personnel resources; and quality control of services provided. Total Project Time: The budget for this task assumes a total project duration time of 10 months.

Task 102 Monthly Invoicing: DESIGN PROFESSIONAL shall prepare and submit monthly invoices in accordance with the Base Agreement. Each invoice by DESIGN PROFESSIONAL will include a summary of progress on the tasks identified in Phase 1 and Phase 2 Scope of Services.

Task 103 Quality Control: DESIGN PROFESSIONAL shall develop a project Phase 1 and 2 Workplan that identifies points of contact, communication protocols, quality control, schedule and a copy of the Scope of Services. Quality control activities will be undertaken to review project documents and deliverables throughout Phase 1 and 2 tasks to meet DESIGN PROFESSIONAL’s standards.

TASK SERIES 200 – PHASE 1 MEETINGS

Task 201 Kickoff Meeting: DESIGN PROFESSIONAL shall attend Kickoff Meeting with the CITY within 10 calendar days of notice to proceed. Meeting will be conducted to confirm the Phases 1 and 2 Scope of Services and project objective, agree on the three alternatives to be evaluated, review the Work Plan, present requests for information, and discuss anticipated schedule.

TASK SERIES 300 – ALTERNATIVES EVALUATION/TECHNICAL MEMORANDU DEVELOPMENT

Task 301 Alternatives Evaluation: DESIGN PROFESSIONAL shall work with CITY staff to identify the three alternatives that will be evaluated in further detail. Preliminarily, the initial list of alternatives are listed below.

- Relocate or reroute the existing stream away from the existing sanitary line (cursory review).
- Provide protection and reinforcement of the existing line segment within the current streamway.
- Realign or install a new sewer line that will allow the existing segment to be abandoned in place.

If the number of alternatives increases above three, the task order shall be amended to include the additional tasks and services.

Evaluations will identify a conceptual level plan of the proposed work, budgetary level opinion of construction costs, and the advantages and disadvantages for each alternative. Conceptual level drawing of the selected alternative will be included as an exhibit.

A draft and final Technical Memorandum (TM) will be prepared which will summarize the results of each evaluation and present a preliminary recommendation for the most feasible stream stabilization plan. A conference call will be conducted with CITY staff on the draft TM Plan. Comments and revisions will be incorporated into a final Technical Memorandum.

Deliverables: Five (5) copies of the draft Technical Memorandum

Five (5) copies of the final Technical Memorandum

TASK SERIES 400 – PERMITTING

Task 401 – Preliminary Permitting/Easement Review: DESIGN PROFESSIONAL will provide a preliminary permitting review of the three alternatives to determine the necessary

permits and/or easements required. Activities associated with this task may include researching local and State/Federal permitting requirements, as well as meeting with the City's floodplain administrator to determine Floodplain Development Permitting requirements for the three alternatives.

Task 402 - USACE 404 Permit: DESIGN PROFESSIONAL will review the required application for the USACE 404 Nationwide (NW) Permits for the site in question. Depending upon the selected alternative, activities associated with 404 permitting may include: coordinating and conducting one (1) meeting with the Corps of Engineers, preparing permit applications or notifications, calculating earthwork associated with each type of NW permitted activity, and coordinating with applicable agencies and SPHO to obtain clearances, and conducting migratory bird survey, if necessary.

Task 403 – Threatened and Endangered Species Investigation and Wetlands Survey. Because at least one of the preliminary alternatives could impact local species and existing wetland areas, the DESIGN PROFESSIONAL will conduct a Threatened and Endangered Species investigation as well as a wetland delineation survey for the project site. These surveys are required for a USACOE 404 permit as well as for a MDNR land disturbance permit.

Task 404 – Floodplain Development Permit: A meeting will be held with the City of Belton, MO floodplain administrator. DESIGN PROFESSIONAL will provide preparation of necessary requirements for the floodplain development permit. This may include preparation of a No-Rise Analysis and necessary documentation. As the total scope of work for this task is not clearly defined at this time, the budget includes 28 hours to complete this task and the budgeted level of effort assumes that the existing effective model for the Zone A stream will be provided by the CITY..

If it is determined that FEMA review and a LOMR or CLOMR are required based on impacts to the regulatory floodway, the task order shall be amended to include the additional tasks and services needed to meet these requirements.

TASK SERIES 500 – SURVEYING

Task 501 – Topographic Survey /Utility Exploration: DESIGN PROFESSIONAL will perform topographical survey of the project site to establish elevation contours, surface features, exposed sewer piping, and utility locates in the immediate vicinity of study area. The study area includes the location of the exposed sewer lines as well as the potential new sewer alignment. Data shall be in NAVD88 and horizontal control using Missouri west zone state plane coordinates.

DESIGN PROFESSIONAL will perform structure surveys on any structures that will be rehabilitated, removed or stabilized, to include rim and invert elevations, horizontal coordinates, and information on incoming and outgoing pipe sizes and materials.

DESIGN PROFESSIONAL will perform field surveys to locate the major utilities at the site. The utilities include gas, water, fiber optic, overhead and buried power, telephone, sanitary sewer, and storm sewer. Utility locates will rely upon a third party location service (Missouri

One Call) to identify underground utilities. DESIGN PROFESSIONAL does not guarantee the information provided by the third party will be free of errors or omissions.

PHASE 2 SCOPE OF SERVICES:

TASK SERIES 600: PRELIMINARY AND FINAL DESIGN SERVICES

Task 601 – Progress Meetings: DESIGN PROFESSIONAL will schedule two (2) monthly progress meetings throughout the course of the design process. The intent of the meetings will be to update the CITY on project status, progress, budget and schedule status/concerns, deviation from the scope of services, identification of unusual or problem areas, work expected to be completed for the next month and any special agenda items relevant to the work progress described in items below. Within two weeks following each meeting, the DESIGN PROFESSIONAL will email meeting minutes to the CITY.

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This service will in no way relieve the Contractor of complete supervision and inspection of the work or the Contractor's obligation for complete compliance with the drawings and specifications. The Contractor shall have sole responsibility for safety and for maintaining safe practices and avoiding unsafe practices or conditions.

It is anticipated that the CITY's RPR shall be on-site an average of 30 hours per week for 3 months, depending upon the contractor's excavation and pipe installation schedule.

For quality control purposes and to ensure the construction is performed in accordance with the plans and specifications, it is suggested that the specific services performed by the CITY's RPR could include but not be limited to, the following:

A. General

RPR is CITY's agent at the site, will act as directed by and under the supervision of CITY and coordinate activities routinely with DESIGN PROFESSIONAL, and will confer with DESIGN PROFESSIONAL regarding CITY's RPR's actions. CITY's RPR's dealings in matters pertaining to the on-site work shall in general be with DESIGN PROFESSIONAL and Contractor, keeping CITY advised as necessary. CITY's RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. CITY's RPR shall generally and routinely communicate with CITY staff and with the DESIGN PROFESSIONAL.

B. Recommended Duties and Responsibilities of CITY's RPR

1. *Schedules:* Review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by Contractor and consult with DESIGN PROFESSIONAL concerning acceptability.
2. *Conferences and Meetings:* Attend and facilitate meetings with Contractor, such as progress meetings, job conferences and other project-related meetings, and assist with preparing and circulating copies of minutes thereof.
3. *Liaison:*
 - a. Serve as DESIGN PROFESSIONAL's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of Contract Documents; and assist DESIGN PROFESSIONAL in serving as CITY's liaison with Contractor when Contractor's operations affect CITY's on-site operations.
 - b. Assist in obtaining from CITY additional details or information, when required for proper execution of the Work.
4. *Shop Drawings and Samples:*
 - a. Receive Samples, which are furnished at the site by Contractor, and notify DESIGN PROFESSIONAL of availability of Samples for examination.
 - b. Advise DESIGN PROFESSIONAL and Contractor of the commencement of any Work requiring a Shop Drawing or Sample if the submittal has not been approved by DESIGN PROFESSIONAL.
5. *Review of Work, Rejection of Defective Work, Inspections and Tests:*

- a. Conduct on-site observations of the Work in progress to assist DESIGN PROFESSIONAL in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to DESIGN PROFESSIONAL whenever CITY's RPR believes that any Work will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise the CITY staff and DESIGN PROFESSIONAL of Work that CITY's RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
 - c. Verify that tests, equipment and systems start-ups are conducted in the presence of appropriate personnel and that Contractor maintains adequate records thereof; and observe, record and report to DESIGN PROFESSIONAL appropriate details relative to the test procedures and start-ups.
 - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to DESIGN PROFESSIONAL.
6. *Interpretation of Contract Documents:* Report to DESIGN PROFESSIONAL when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by DESIGN PROFESSIONAL.
7. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with CITY's RPR's recommendations to CITY staff and DESIGN PROFESSIONAL. Transmit to Contractor in writing decisions as issued by CITY and DESIGN PROFESSIONAL.
8. *Records:*
- a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and Samples, reproductions of original Contract Documents including all Work Change, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, DESIGN PROFESSIONAL's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing submittals received from and delivered to Contractor and other Project related documents.
 - b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the job site, weather conditions, data relative to questions of Work Change Directives, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to DESIGN PROFESSIONAL.
 - c. Record names, addresses and telephone numbers of all Contractors, subcontractors and major suppliers of materials and equipment.
9. *Reports:*
- a. Furnish to DESIGN PROFESSIONAL periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
 - b. Consult with DESIGN PROFESSIONAL in advance of scheduled major tests, inspections or start of important phases of the Work.

- c. Draft proposed Change Orders and Work Change Directives, obtaining backup material from Contractor and recommend to DESIGN PROFESSIONAL Change Orders, Work Change Directives, and Field Orders.
 - d. Report immediately to DESIGN PROFESSIONAL and CITY the occurrence of any accident.
10. *Payment Requests:* Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to the CITY staff, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.
11. *Certificates:* During the course of the Work, verify that certificates and other data required to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to DESIGN PROFESSIONAL for review and forwarding to CITY prior to final payment for the Work.
12. *Completion:*
- a. Before DESIGN PROFESSIONAL issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
 - b. Observe whether Contractor has performed inspections required by laws, rules, regulations, ordinances, codes, or orders applicable to the work, including but not limited to those to be performed by public agencies having jurisdiction over the work.
 - c. Conduct a final inspection in the company of DESIGN PROFESSIONAL, CITY and Contractor and help prepare a final list of items to be completed or corrected.
 - d. Observe whether all items on final list have been completed or corrected and make recommendations to DESIGN PROFESSIONAL concerning acceptance and issuance of the Notice of Acceptability of the Work.

C. Limitations of Authority by CITY's RPR

CITY's Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items), unless authorized by the CITY and DESIGN PROFESSIONAL.
2. Shall not exceed limitations of DESIGN PROFESSIONAL's authority as set forth in the Agreement or the Contract Documents.
3. Shall not undertake any of the responsibilities of Contractor, Subcontractors, Suppliers, or Contractor's superintendent.
4. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
5. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
6. Shall not accept Shop Drawing or Sample submittals from anyone other than Contractor.
7. Shall not authorize CITY to occupy the Project in whole or in part.
8. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by DESIGN PROFESSIONAL.

EXHIBIT A
SCOPE OF SERVICES, SCHEDULE AND COMPENSATION

Sanitary Sewer Stream Bank Stabilization

I. GENERAL

The following paragraphs describe the Scope of Services to be provided by the DESIGN PROFESSIONAL for the Sanitary Sewer Stream Bank Stabilization project.

- A. The Project: The overall project will include an alternatives evaluation, the final design, permitting, bidding, and engineering support during construction, to protect and rehabilitate the sanitary sewer lines and infrastructure exposed in the natural streamway. The project objective is to protect the existing sewer infrastructure and stabilize adjacent stream banks to prevent potential sewer line collapse, breakage or disruption that could discharge wastewater into the local stream. Phase 1 services will include the development and evaluation of alternatives, including a conceptual plan and associated costs, and a recommendation of final design to address the current exposed pipe segment(s). Phase 2 work will include final design, bidding and limited construction phase services. The following scope of services includes work tasks associated with Phases 1 and 2 work.
- B. General Description of Activities. The Scope of Services to be performed by DESIGN PROFESSIONAL is outlined below for the existing sanitary sewer line segment between Manhole #10D-MH034 and Manhole #11D-MH047, located south of Markey Parkway and east of Hwy Y/Cedar Street.

The Phase 1 and 2 tasks below describe the general professional services to be performed and are further described in Section III:

PHASE 1:

- Develop three (3) alternatives for evaluation to address sewer line exposure, to provide long-term protection of the infrastructure, and to construct appropriate stream bank stabilization;
- Obtain survey to assist in developing alternatives for sewer rehabilitation and stabilization;
- Gather information that may be required for 404 permitting requirements.
- Communication with CITY's Floodplain Administrator to determine floodplain permitting requirements

PHASE 2:

- Provide final design of the selected alternative;
- Preparation of contract documents and plans;

- Assist the CITY in obtaining USACOE 404 and Floodplain Development permits
- MDNR communication and permit assistance;
- Provide an Opinion of Probable Construction Cost;
- Provide bidding phase services;
- Assist the City during construction, provide limited construction administration duties, conduct a final inspection and prepare as-constructed record drawings.

C. Task Series Listing

The following Task Series listing for each phase will directly coincide with monthly invoicing and project/task tracking. Section III will describe in more detail the specific tasks within each Task Series that are anticipated for this project. Section IV will provide more details on invoicing and compensation.

PHASE 1:

- Task Series 100 – Project Management, Quality Control and Administration
- Task Series 200 – Meetings
- Task Series 300 – Alternatives Evaluation/Technical Memorandum Development
- Task Series 400 – USACOE Permitting
- Task Series 500 – Surveying

PHASE 2:

- Task Series 600 – Preliminary and Final Design
- Task Series 700 – Bidding Phase Services
- Task Series 800 – Construction Phase Services

II. PROJECT MILESTONES AND SCHEDULE

Phase 1 services will be completed within 55 calendar days following the Notice to Proceed (NTP) issued by the OWNER. DESIGN PROFESSIONAL will generally complete the scope items within the following calendar days.

- Preliminary Technical Memorandum shall be completed within 30 calendar days of NTP.

- Final Technical Memorandum shall be completed within 15 calendar days following comments received from City staff.

Phase 2 services will be completed within the following time frames listed below:

- 90% plans and contract documents shall be completed and submitted for review within 60 calendar days following alternative selection.
- 100% construction documents ready for bid shall be prepared within 15 calendar days following receipt of comments from CITY staff.
- As-constructed record drawings shall be provided to the CITY within 60 calendar days following final acceptance of construction.

III. SCOPE OF SERVICES

The following paragraphs describe the Scope of Services to be provided by the DESIGN PROFESSIONAL.

PHASE 1 SCOPE OF SERVICES:

TASK SERIES 100 – PROJECT MANAGEMENT, QUALITY CONTROL AND ADMINISTRATION

The purpose of Project Management and Administration will be to manage, direct and oversee each element of Services identified herein. The following management activities will be provided by DESIGN PROFESSIONAL.

Task 101 Project Management Services: Provide project management services throughout the project to successfully manage and complete the work, including project correspondence with City staff related to DESIGN PROFESSIONAL's scope of services; supervision and coordination of services; scheduling and assignment of personnel resources; and quality control of services provided. Total Project Time: The budget for this task assumes a total project duration time of 10 months.

Task 102 Monthly Invoicing: DESIGN PROFESSIONAL shall prepare and submit monthly invoices in accordance with the Base Agreement. Each invoice by DESIGN PROFESSIONAL will include a summary of progress on the tasks identified in Phase 1 and Phase 2 Scope of Services.

Task 103 Quality Control: DESIGN PROFESSIONAL shall develop a project Phase 1 and 2 Workplan that identifies points of contact, communication protocols, quality control, schedule and a copy of the Scope of Services. Quality control activities will be undertaken to review project documents and deliverables throughout Phase 1 and 2 tasks to meet DESIGN PROFESSIONAL's standards.

TASK SERIES 200 – PHASE 1 MEETINGS

Task 201 Kickoff Meeting: DESIGN PROFESSIONAL shall attend Kickoff Meeting with the CITY within 10 calendar days of notice to proceed. Meeting will be conducted to confirm the Phases 1 and 2 Scope of Services and project objective, agree on the three alternatives to be evaluated, review the Work Plan, present requests for information, and discuss anticipated schedule.

TASK SERIES 300 – ALTERNATIVES EVALUATION/TECHNICAL MEMORANDU DEVELOPMENT

Task 301 Alternatives Evaluation: DESIGN PROFESSIONAL shall work with CITY staff to identify the three alternatives that will be evaluated in further detail. Preliminarily, the initial list of alternatives are listed below.

- Relocate or reroute the existing stream away from the existing sanitary line (cursory review).
- Provide protection and reinforcement of the existing line segment within the current streamway.
- Realign or install a new sewer line that will allow the existing segment to be abandoned in place.

If the number of alternatives increases above three, the task order shall be amended to include the additional tasks and services.

Evaluations will identify a conceptual level plan of the proposed work, budgetary level opinion of construction costs, and the advantages and disadvantages for each alternative. Conceptual level drawing of the selected alternative will be included as an exhibit.

A draft and final Technical Memorandum (TM) will be prepared which will summarize the results of each evaluation and present a preliminary recommendation for the most feasible stream stabilization plan. A conference call will be conducted with CITY staff on the draft TM Plan. Comments and revisions will be incorporated into a final Technical Memorandum.

Deliverables: Five (5) copies of the draft Technical Memorandum

Five (5) copies of the final Technical Memorandum

TASK SERIES 400 – PERMITTING

Task 401 – Preliminary Permitting/Easement Review: DESIGN PROFESSIONAL will provide a preliminary permitting review of the three alternatives to determine the necessary permits and/or easements required. Activities associated with this task may include researching local and State/Federal permitting requirements, as well as meeting with the City's floodplain

administrator to determine Floodplain Development Permitting requirements for the three alternatives.

Task 402 - USACE 404 Permit: DESIGN PROFESSIONAL will review the required application for the USACE 404 Nationwide (NW) Permits for the site in question. Depending upon the selected alternative, activities associated with 404 permitting may include: coordinating and conducting one (1) meeting with the Corps of Engineers, preparing permit applications or notifications, calculating earthwork associated with each type of NW permitted activity, and coordinating with applicable agencies and SPHO to obtain clearances, and conducting migratory bird survey, if necessary.

Task 403 – Threatened and Endangered Species Investigation and Wetlands Survey. Because at least one of the preliminary alternatives could impact local species and existing wetland areas, the DESIGN PROFESSIONAL will conduct a Threatened and Endangered Species investigation as well as a wetland delineation survey for the project site. These surveys are required for a USACOE 404 permit as well as for a MDNR land disturbance permit.

Task 404 – Floodplain Development Permit: A meeting will be held with the City of Belton, MO floodplain administrator. DESIGN PROFESSIONAL will provide preparation of necessary requirements for the floodplain development permit. This may include preparation of a No-Rise Analysis and necessary documentation. As the total scope of work for this task is not clearly defined at this time, the budget includes 28 hours to complete this task and the budgeted level of effort assumes that the existing effective model for the Zone A stream will be provided by the CITY..

If it is determined that FEMA review and a LOMR or CLOMR are required based on impacts to the regulatory floodway, the task order shall be amended to include the additional tasks and services needed to meet these requirements.

TASK SERIES 500 – SURVEYING

Task 501 – Topographic Survey /Utility Exploration: DESIGN PROFESSIONAL will perform topographical survey of the project site to establish elevation contours, surface features, exposed sewer piping, and utility locates in the immediate vicinity of study area. The study area includes the location of the exposed sewer lines as well as the potential new sewer alignment. Data shall be in NAVD88 and horizontal control using Missouri west zone state plane coordinates.

DESIGN PROFESSIONAL will perform structure surveys on any structures that will be rehabilitated, removed or stabilized, to include rim and invert elevations, horizontal coordinates, and information on incoming and outgoing pipe sizes and materials.

DESIGN PROFESSIONAL will perform field surveys to locate the major utilities at the site. The utilities include gas, water, fiber optic, overhead and buried power, telephone, sanitary sewer, and storm sewer. Utility locates will rely upon a third party location service (Missouri One Call) to identify underground utilities. DESIGN PROFESSIONAL does not guarantee the information provided by the third party will be free of errors or omissions.

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This service will in no way relieve the Contractor of complete supervision and inspection of the work or the Contractor's obligation for complete compliance with the drawings and

specifications. The Contractor shall have sole responsibility for safety and for maintaining safe practices and avoiding unsafe practices or conditions.

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For quality control purposes and to ensure the construction is performed in accordance with the plans and specifications, it is suggested that the specific services performed by the CITY's RPR could include but not be limited to, the following:

A. General

RPR is CITY's agent at the site, will act as directed by and under the supervision of CITY and coordinate activities routinely with DESIGN PROFESSIONAL, and will confer with DESIGN PROFESSIONAL regarding CITY's RPR's actions. CITY's RPR's dealings in matters pertaining to the on-site work shall in general be with DESIGN PROFESSIONAL and Contractor, keeping CITY advised as necessary. CITY's RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. CITY's RPR shall generally and routinely communicate with CITY staff and with the DESIGN PROFESSIONAL.

B. Recommended Duties and Responsibilities of CITY's RPR

1. *Schedules:* Review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by Contractor and consult with DESIGN PROFESSIONAL concerning acceptability.
2. *Conferences and Meetings:* Attend and facilitate meetings with Contractor, such as progress meetings, job conferences and other project-related meetings, and assist with preparing and circulating copies of minutes thereof.
3. *Liaison:*
 - a. Serve as DESIGN PROFESSIONAL's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of Contract Documents; and assist DESIGN PROFESSIONAL in serving as CITY's liaison with Contractor when Contractor's operations affect CITY's on-site operations.
 - b. Assist in obtaining from CITY additional details or information, when required for proper execution of the Work.
4. *Shop Drawings and Samples:*
 - a. Receive Samples, which are furnished at the site by Contractor, and notify DESIGN PROFESSIONAL of availability of Samples for examination.
 - b. Advise DESIGN PROFESSIONAL and Contractor of the commencement of any Work requiring a Shop Drawing or Sample if the submittal has not been approved by DESIGN PROFESSIONAL.
5. *Review of Work, Rejection of Defective Work, Inspections and Tests:*
 - a. Conduct on-site observations of the Work in progress to assist DESIGN PROFESSIONAL in determining if the Work is in general proceeding in accordance with the Contract Documents.

- b. Report to DESIGN PROFESSIONAL whenever CITY's RPR believes that any Work will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise the CITY staff and DESIGN PROFESSIONAL of Work that CITY's RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
 - c. Verify that tests, equipment and systems start-ups are conducted in the presence of appropriate personnel and that Contractor maintains adequate records thereof; and observe, record and report to DESIGN PROFESSIONAL appropriate details relative to the test procedures and start-ups.
 - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to DESIGN PROFESSIONAL.
6. *Interpretation of Contract Documents:* Report to DESIGN PROFESSIONAL when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by DESIGN PROFESSIONAL.
7. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with CITY's RPR's recommendations to CITY staff and DESIGN PROFESSIONAL. Transmit to Contractor in writing decisions as issued by CITY and DESIGN PROFESSIONAL.
8. *Records:*
- a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and Samples, reproductions of original Contract Documents including all Work Change, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, DESIGN PROFESSIONAL's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing submittals received from and delivered to Contractor and other Project related documents.
 - b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the job site, weather conditions, data relative to questions of Work Change Directives, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to DESIGN PROFESSIONAL.
 - c. Record names, addresses and telephone numbers of all Contractors, subcontractors and major suppliers of materials and equipment.
9. *Reports:*
- a. Furnish to DESIGN PROFESSIONAL periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
 - b. Consult with DESIGN PROFESSIONAL in advance of scheduled major tests, inspections or start of important phases of the Work.
 - c. Draft proposed Change Orders and Work Change Directives, obtaining backup material from Contractor and recommend to DESIGN PROFESSIONAL Change Orders, Work Change Directives, and Field Orders.

- d. Report immediately to DESIGN PROFESSIONAL and CITY the occurrence of any accident.
- 10. *Payment Requests:* Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to the CITY staff, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.
- 11. *Certificates:* During the course of the Work, verify that certificates and other data required to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to DESIGN PROFESSIONAL for review and forwarding to CITY prior to final payment for the Work.
- 12. *Completion:*
 - a. Before DESIGN PROFESSIONAL issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
 - b. Observe whether Contractor has performed inspections required by laws, rules, regulations, ordinances, codes, or orders applicable to the work, including but not limited to those to be performed by public agencies having jurisdiction over the work.
 - c. Conduct a final inspection in the company of DESIGN PROFESSIONAL, CITY and Contractor and help prepare a final list of items to be completed or corrected.
 - d. Observe whether all items on final list have been completed or corrected and make recommendations to DESIGN PROFESSIONAL concerning acceptance and issuance of the Notice of Acceptability of the Work.

C. Limitations of Authority by CITY's RPR

CITY's Resident Project Representative:

- 1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items), unless authorized by the CITY and DESIGN PROFESSIONAL.
- 2. Shall not exceed limitations of DESIGN PROFESSIONAL's authority as set forth in the Agreement or the Contract Documents.
- 3. Shall not undertake any of the responsibilities of Contractor, Subcontractors, Suppliers, or Contractor's superintendent.
- 4. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
- 5. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
- 6. Shall not accept Shop Drawing or Sample submittals from anyone other than Contractor.
- 7. Shall not authorize CITY to occupy the Project in whole or in part.
- 8. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by DESIGN PROFESSIONAL.

Task 803 - Substantial and Final Inspection: DESIGN PROFESSIONAL will assist the CITY's staff to schedule and conduct substantial completion inspections for this contract. Following satisfactory start-up of the facilities installed, the DESIGN PROFESSIONAL will

schedule and conduct, with the CITY's staff, a final inspection. A final completion list of corrective items will address remaining work as required by the Contract Documents.

DESIGN PROFESSIONAL will prepare a report of the inspection findings with recommendations for appropriate actions to be required of the Contractor prior to attaining final completion for the contract. The final list of corrective items will address remaining work as required by the Contract Documents.

Task 804 – Record Drawings: DESIGN PROFESSIONAL will review the Contractor's set of record drawings showing changes made during construction as the work progressed. The DESIGN PROFESSIONAL will revise the original contract drawings to reflect modified work changes. In addition, all pertinent GPS and survey data collected throughout the construction phase will be reflected on the record drawings. The DESIGN PROFESSIONAL will submit to the CITY one (1) set of full-size reproducible record construction drawings and specifications, and three (3) sets of half-size prints of the record construction drawings and specifications and a CD with PDF drawings of the record construction drawings and specifications.

IV. COMPENSATION

Compensation for services of DESIGN PROFESSIONAL rendered pursuant to Section I will be as follows:

- A. Authorized services under this contract will be compensated on a time and material basis for a total of \$65,595.00 (Sixty Five Thousand Five Hundred Ninety Five Dollars and No Cents).

Figure 1: Fee for Engineering Services shows the total budget for the project site.

Stream Stabilization/Sewer Protection - Professional Fee Estimate
City of Belton

Figure 1
Fee For Engineering Services

Date: 12-Dec-2017

| Basic Scope of Services (Task Series 100-800) | Task Description | Assumptions | CDM Smith | | | | | Total Hours | Expenses | Total |
|---|---|--|-----------|-----------------|----------------------|---------|-------|-------------|----------|----------|
| | | | Principal | Project Manager | Engineer (Level 3-4) | Drafter | Admin | | | |
| | | | \$245 | \$145 | \$105 | \$95 | \$85 | | | |
| Phase 1 | | | | | | | | | | |
| Task Series 100 - Project Management and Administration | | | | | | | | | | |
| 101 | Project Management Services | | | | 20 | | | 20 | | \$2,900 |
| 102 | Monthly Invoicing | Shortened to 10 months | | | 10 | | | 10 | | \$2,300 |
| 103 | Quality Control | 10 PSRs, 2 TRCs | 14 | 18 | 10 | | | 42 | | \$7,090 |
| | Subtotal | | 14 | 48 | 10 | 0 | 10 | 82 | \$0 | \$12,290 |
| Task Series 200 - Meetings | | | | | | | | | | |
| 201 | Kickoff Meeting | | 2 | 4 | 4 | | | 10 | | \$1,490 |
| | Subtotal | | 2 | 4 | 4 | 0 | 0 | 10 | \$0 | \$1,490 |
| Task Series 300: Alternatives Evaluation/Conceptual Plan Development | | | | | | | | | | |
| 301 | Alternatives Evaluation/Prepare Tech Memorandum | assumes a cost evaluation and pros/cons TM | 2 | 8 | 40 | 4 | 2 | 56 | | \$8,400 |
| | Subtotal | | 2 | 8 | 40 | 4 | 2 | 56 | \$0 | \$8,400 |
| Task Series 400 - Permitting | | | | | | | | | | |
| 401 | Preliminary Permitting/Easement Review | | | 2 | 8 | | | 10 | | \$1,130 |
| 402 | USACE 404 Permit | | | 2 | 8 | | | 10 | | \$1,130 |
| 403 | T&E Species and Wetlands Survey | | | 18 | | | | 18 | \$1,000 | \$3,810 |
| 404 | Floodplain Development Permit | includes no-rise analysis and that an existing model is provided | | 4 | 24 | | | 28 | | \$3,100 |
| | Subtotal | | 0 | 26 | 40 | 0 | 0 | 66 | \$1,000 | \$8,970 |
| Task Series 500 - Surveying | | | | | | | | | | |
| 501 | Topographic Survey/Utility Exploration | | | 2 | | 4 | | 6 | \$2,500 | \$3,170 |
| | Subtotal | | 0 | 2 | 0 | 4 | 0 | 6 | \$2,500 | \$3,170 |
| | Phase 1 Subtotal | | 18 | 88 | 94 | 8 | 12 | 220 | \$3,500 | \$32,320 |
| Phase 2 | | | | | | | | | | |
| Task Series 600 - Preliminary and Final Design Services | | | | | | | | | | |
| 601 | Progress Meetings | 2 meetings | | 4 | 4 | | | 8 | | \$1,000 |
| 602 | Contract Document Submittals | | | 16 | 24 | 80 | | 120 | | \$12,440 |
| 603 | Contract Document Final (100-percent) Submittal | | 2 | 4 | 16 | 8 | | 30 | | \$3,510 |
| 604 | Construction Cost Estimates | | 2 | 4 | 8 | 1 | | 15 | | \$2,005 |
| 605 | State Construction Permitting Assistance | assumes grading under 1 acre, no SWPPP | | 2 | 4 | | | 6 | | \$710 |
| | Subtotal | | 4 | 30 | 58 | 89 | 0 | 179 | \$0 | \$19,665 |
| Task Series 700 - Bidding Phase Services | | | | | | | | | | |
| 701 | Bidding Services | | | 2 | 10 | | | 12 | | \$1,340 |
| | Subtotal | | 0 | 2 | 10 | 0 | 0 | 12 | \$0 | \$1,340 |
| Task Series 800 - Construction Phase Services | | | | | | | | | | |
| 801 | Construction Administration | 10 submittals, 5 RFIs, 1 CO, 2 meetings | | 8 | 48 | | | 56 | | \$6,200 |
| 802 | CITY Resident Project Representative (RPR) | | | 8 | 8 | | | 16 | | \$2,000 |
| 803 | Substantial and Final Inspection | | | 4 | 8 | | | 12 | | \$1,420 |
| 804 | Record Drawings | | | 2 | 8 | 16 | | 26 | | \$2,650 |
| | Subtotal | | 0 | 22 | 72 | 16 | 0 | 110 | \$0 | \$12,270 |
| | Phase 2 Subtotal | | 4 | 54 | 138 | 105 | 0 | 301 | \$0 | \$33,278 |
| | TOTAL | | 22 | 142 | 232 | 113 | 12 | 621 | \$3,500 | \$64,198 |

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SECTION VII

D

R2018-05

A RESOLUTION APPROVING TASK AGREEMENT 2017-7 WITH TREKK DESIGN GROUP TO PERFORM EVALUATION AND ENGINEERING DESIGN FOR THE WASTEWATER COLLECTION SYSTEM MASTER PLAN IN A NOT-TO-EXCEED AMOUNT OF \$187,480.60.

WHEREAS, the City Council understands it is important to make necessary evaluations and updates for the City's Wastewater Collection System Master Plan; 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, the current version of the Wastewater Collection System Master Plan was completed in 2007 by TREKK Design Group; 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; and

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

WHEREAS, this task agreement with TREKK Design Group is necessary to evaluate and perform design work for updates to the City's Wastewater Collection System Master Plan that include making projections for future growth in the City, determining new Capital Improvement Program items, and identifying deficiencies in the system; and

WHEREAS, the City Council believes approving Task Agreement #2017-7, herein attached and incorporated as **Exhibit A**, with TREKK Design Group in a not-to-exceed amount of \$187,480.60, to perform evaluation and engineering design for the Wastewater Collection System Master Plan is beneficial to the citizens of Belton and the wastewater collection system.

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

SECTION 1. That the Task Agreement #2017-7, herein attached and incorporated as **Exhibit A**, with TREKK Design Group in a not-to-exceed amount of \$187,480.60 to perform evaluation and engineering design for the Wastewater Collection System Master Plan 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 9th day of January, 2018.

Mayor Jeff Davis

ATTEST:

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

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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton, Missouri, and that the foregoing Resolution was regularly introduced at a regular meeting of the City Council held on the 9th day of January, 2018, and adopted at a regular meeting of the City Council held the 9th day of January, 2018 by the following vote, to-wit:

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

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



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: January 9, 2018

DIVISION: Water Services

COUNCIL: Regular Meeting Work Session Special Session

| | | | | |
|------------------------------------|--|---------------------------------------|---------------------------------------|--|
| <input type="checkbox"/> Ordinance | <input checked="" type="checkbox"/> Resolution | <input type="checkbox"/> Consent Item | <input 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 current version in use by the City of Belton’s Wastewater Collection System Master Plan has not been updated since 2007. Due to growth in both residential and commercial areas, and to identify and resolve current deficiencies, it is necessary to update the Wastewater Collection System Master Plan.

Staff recommends a task agreement with TREKK Design Group to perform evaluation and engineering design for the Wastewater Collection System Master Plan. TREKK has provided exemplary services for the City of Belton in the field of sanitary systems with municipalities around the Kansas City Metropolitan area.

BACKGROUND: The latest version of the Wastewater Collection System Master Plan that the City has completed in 2007. Due to growth in both residential and commercial areas, and to identify and resolve current deficiencies, it is necessary to update the Wastewater Collection System Master Plan.

It is recommended to update the master plan every five years to keep up to date with changes in the systems and ensure the projects are funded and completed in order to ensure the sanitary sewer system functions in the most efficient and effective manner both now and in the future.

The update will provide a comprehensive evaluation of the existing system, including an in-depth engineering analysis of the hydraulic model, determination of existing deficiencies and development of plans for inclusion in the CIP for correcting the deficiencies, making projections of future growth and determining general locations and sizing of future sanitary sewer infrastructure.

The Wastewater Collection System Master Plan update will present the findings of the comprehensive analysis of the capacity of the District’s wastewater collection system and provide recommendations for updates to the collection system and improvement projects.

IMPACT/ANALYSIS:

FINANCIAL IMPACT

| | | |
|-----------------------------|--------------------|------------|
| Consultant: | TREKK Design Group | |
| Amount of Request/Contract: | \$ | 187,480.60 |
| Amount Budgeted: | \$ | 200,000.00 |
| Funding Source: | 660-0000-495-7300 | |
| Additional Funds: | \$ | n/a |
| Funding Source: | n/a | |
| Encumbered: | \$ | n/a |
| Funds Remaining: | \$ | 12,519.40 |

STAFF RECOMMENDATION, ACTION, AND DATE:

Approve a resolution for Task Agreement 2017-7 with TREKK Design Group to perform an in-depth evaluation and engineering design for the Wastewater Collection System Master Plan in a not-to-exceed amount of \$187,480.60.

LIST OF REFERENCE DOCUMENTS ATTACHED:

Resolution

Exhibit A - TREKK Design Group Task Agreement 2017-7 and Scope of Work



City of Belton – Public Works Task Agreement

Contract: Sanitary Sewer Master Plan Update

Ordinance or Resolution:

Task Agreement No: 2017-7

Funding Amount: \$187,480.60

Purchase Order No :n/a

Project Title: Belton Master Plan Update

Contractor/Consultant (including subs):

TREKK Design Group, LLC

Division and Staff Project Manager:

Public Works- Engineering Department – Ms. Misha MillerGilmore

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 Sanitary Sewer Master Plan Update. TREKK proposes to perform an update on the 2007 Master Plan by summarizing completed wastewater projects, summarizing the existing system capacity and condition, identifying collection systems improvements/future growth, field reconnaissance for interceptor and stream banks from Old WWTP to Cambridge, development of 3-5 year targeted approach Capital Improvement Plan, and miscellaneous sewer related policies moving into the future.

Staff Signatures

Partner Signatures

Director of Public Works:
Michael Doi

City Manager:
Alexa Barton

Project Manager
Justin Likes

Company Principal (if different):
Kimberly Robinett

Signature: _____

Signature: _____

Signature: *[Handwritten Signature]*

Signature: *[Handwritten Signature]*

Date: _____

Date: _____

Date: 12/17/17

Date: 12/17/17

Project Type: Design ___ Construction ___ Property Acquisition ___ Conceptual/Problem Solving X Surveying ___

Project Discipline(s): Transportation ___ Planning ___ Water ___ Wastewater X 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

December 17, 2017

City of Belton, MO
Mr. Michael Doi, Director of Public Works
520 Main Street
Belton, MO, 64012
Mdoi@belton.org

RE: Master Plan Update

Dear Mr. Doi,

I have attached our professional services contract proposal for the 2018 Master Plan Update (Belton 3-5 Yr Sanitary CIP). Professional services to be provided by TREKK shall include review and modification of the 2007 Sanitary Sewer Master Plan. This contract will include updating the old master plan exhibits to reflect the current day sanitary sewer system. Furthermore TREKK will document the work that has been completed the past 10 years and provide a target approach to improving sanitary sewer over the next 3-5 yrs in Belton, MO.

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,

A handwritten signature in black ink, appearing to read "Justin Likes".

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 2018 MASTER PLAN UPDATE (BELTON 3-5 YR SANITARY CIP) CITY OF BELTON, MISSOURI

Professional services to be provided by TREKK shall include review and modification of the 2007 Sanitary Sewer Master Plan. This contract will include updating the old master plan exhibits to reflect the current day sanitary sewer system. Furthermore TREKK will document the work that has been completed the past 10 years and provided a target approach to improving sanitary sewer over the next 3-5 yrs in Belton, MO. More specifically the proposed project entails:

- Update to old 2007 Sanitary Sewer Master Plan document
- Flow Data Review,
- Hydraulic Modeling
- Collection System Improvements/Future Growth Forecast,
- Preliminary Investigations for Future Interceptor from Old WWTP to Cambridge,
- Hydraulic Modeling,
- Prioritize future sewer study work,
- Develop 3-5 Yr CIP List.

TASK 1 - 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).

TASK 2 -EXECUTIVE SUMMARY

1. Identify the purpose and findings for the Master Plan Update.
2. Make recommendations and present to the City to obtain stakeholder goals align with TREKK.

TASK 3 -2007 MASTER PLAN REVIEW

1. TREKK will perform a cursory review of flow data from the original master plan and create a map identify the areas metered.
2. TREKK will update the hydraulic model to include recent construction projects.
3. TREKK will compile a list of past projects completed.
4. TREKK will provide a summarization of completed 2007 Master plan projects completed.

5. TREKK will update the original 2007 figures and exhibits from 2007 to reflect current sewer system. (Sewer basins flow different than 2007)

TASK 4 - EXISTING COLLECTION SYSTEM CAPACITY & CONDITION

1. TREKK will review existing land use maps.
2. TREKK will review population data and determine historical growth rate.
3. TREKK will review existing system flows and capacities.
4. TREKK will evaluate pump station capacities and evaluate condition of existing pump stations.
5. TREKK will compile a list of maintenance projects and subcategorize into deficiencies, I&I, and capacity improvements. TREKK will prepare color coded maps for inclusion in the Final Report.
6. TREKK will coordinate with KCMO Water Services Department, JCW, LBVSD and Belton to discuss treatment cost and options and ability to divert future sewer flows for treatment. TREKK will discuss options, cost, and confirm metering stations can handle additional flow and the option to change service providers.
7. TREKK will hold up to two (2) project meetings to discuss with stakeholders.

TASK 5 - COLLECTION SYSTEM IMPROVEMENTS/FUTURE GROWTH

1. TREKK will review future land use maps and meet with City Public Works and Economic Development Departments to determine future development projects within the next 3-5 yrs. TREKK will identify "high potential" development areas and work with economic development to look at desirable development areas.
2. TREKK will project population growth for next 5 yrs.
3. TREKK will evaluate City vs. Private sewerage of potential developments.
4. TREKK will calculate future system flows based on areas of development.
5. TREKK will perform hydraulic modeling to determine growth impacts to the existing system.
6. TREKK will use model results to determine future capacity improvement projects. TREKK will prepare color coded maps to include in the Final Report.
7. TREKK will coordinate with KCMO Water Services Department, JCW, LBVSD and Belton as needed to complete this task.
8. TREKK will hold up to four (4) project meetings to discuss with stakeholders.

TASK 6 - FIELD RECONNAISSANCE FOR INTERCEPTOR OLD WWTP TO CAMBRIDGE STREAM BANK ASSESSMENT

1. TREKK will prepare a GIS based map of the existing sewer, existing utilities, and topography.
2. TREKK will use the map to define interceptor feasibility and alignment.
3. TREKK will perform a stream walk from the Old WWTP to Cambridge to perform a stream bank assessment and determine condition of the existing back and determine the potential for jeopardized sewer infrastructure from erosion.
4. TREKK will perform topographic survey to determine the existing sanitary sewer manholes location, top and invert elevations, existing pipe material and

size. TREKK will also topo stream banks within +/- 50 LF from existing sewer pipe and manholes.

5. TREKK will perform an existing utility analysis by comparing the GIS map for utilities to field identifiers. TREKK will also perform utility coordination with utility providers to determine utilities that the proposed sewer will could have a design impact.
6. TREKK will superimpose the existing sewer system on the GIS map to compare stream banks and sanitary location.
7. TREKK will prepare a short memo to summarize the findings from survey and utility coordination. The memo will also present the concept alignment and summarize the conceptual cost.

TASK 7 - ALTERNATIVE EVALUATIONS

1. TREKK will perform additional hydraulic model scenarios to evaluate system efficiencies and determine potential alternative design concepts. This item will also be used to determine I&I impacts to capacity improvements versus new sewer design.
2. TREKK will prepare conceptual cost estimate for recommended future sewer projects.
3. TREKK will prepare a memo to summarize the project alternatives for sewerage areas of the city and provide conceptual cost estimates. In the memo TREKK will compare alternatives and make recommendations for proposed solutions. Parameter for consideration will include construction cost of proposed sewer method, ease of construction, treatment cost, and approval from the continuing authority/treatment provider.
4. TREKK will submit memo for client review and comments.
5. TREKK will revise the report based on client comments.

TASK 8 - DEVELOP CAPITAL IMPROVEMENT PLAN

1. TREKK will integrate the maintenance, future growth, and future study work into a comprehensive list so that the sewer system is balanced in terms of future study work, sewer improvement projects and yearly maintenance. Both schedule and cost will be evaluated to ensure work is being conducted efficiently and effectively.
2. TREKK will prepare a CIP list identifying the next 3-5 yrs of sanitary sewer projects.

TASK 9 - FINALIZE 2018 MASTER PLAN

1. TREKK will produce a draft report for review by the City.
2. TREKK will address Client comments by revising the draft report. The Final Report will be submitted 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.
- Flow Monitoring
- SSES studies
- CCTV or Jet Vac cleaning
- Envision Rating System
- Geotechnical Investigation

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 **2018 MASTER PLAN UPDATE SERVICES** compensation shall be based on unit rates and hourly costs, not to exceed the amount of (\$ 187,480.60) 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 | February 2018 |
| Final Report Completion | October 2018 |



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

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.

SECTION VII

E

R2018-06

A RESOLUTION OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING THE RENEWAL OF ON-CALL PUMP REPAIR AND SERVICE AGREEMENT WITH 1) COGENT, INC. (LEE MATHEWS/FLUID EQUIPMENT), 2) JCI INDUSTRIES, INC., AND 3) FTC EQUIPMENT, LLC, FOR A TERM OF ONE (1) YEAR WITH THE OPTION OF UP TO THREE (3) ADDITIONAL ONE (1) YEAR RENEWALS AS ADVERTISED AND AWARDED BY THE CITY OF KANSAS CITY, MISSOURI.

WHEREAS, the City of Kansas City, Missouri, advertised an Invitation to Bid for a Cooperative Pump Repair and Service Contract in the spring of 2016 and opened bids on May 10, 2016 at 2:00 PM. Kansas City awarded the contract to the following service providers, each of which agreed to the cooperative procurement with other jurisdictions statement: Cogent, Inc. (Lee Mathews/Fluid Equipment), JCI Industries, Inc., and FTC Equipment, LLC; and

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

WHEREAS, Staff worked with Kansas City and the three contractors in order to utilize the cooperative contract and prepare the On-Call Pump Repair and Maintenance Service Agreement approved under Ordinance 2016-4277. The first term of the contract approved under Ordinance No. 2016-4277 expires January 18, 2018; and

WHEREAS, Staff contacted Cogent, Inc. (Lee Mathews/Fluid Equipment), JCI Industries, Inc., and FTC Equipment, LLC to confirm their interest in extending the contract. Upon receiving concurrence, Staff completed performance appraisals and verified that the insurance coverage and pay rates remained the same. Upon receiving positive performance evaluations and verification that the insurance coverage and pay rates remained unchanged, Staff was satisfied that Cogent, Inc. (Lee Mathews/Fluid Equipment), JCI Industries, Inc., and FTC Equipment, LLC met the requirements to extend the On-Call Pump Repair and Service Agreements, as demonstrated in **Exhibit A** containing the contractors' letters of acceptance of terms and performance appraisals.

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

WHEREAS, City Council believes that it is in the best interests of the citizens of Belton to authorize and approve the renewal of the On-Call Pump Repair and Service Agreement with the following service providers: Cogent, Inc. (Lee Mathews/Fluid Equipment), JCI Industries, Inc., and FTC Equipment, LLC, for a term of one (1) year with the option of up to three (3) additional one (1) year renewals.

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

SECTION 1. That the On-Call Pump Repair and Service Agreements with: 1) Cogent, Inc. (Lee Mathews/Fluid Equipment), 2) JCI Industries, Inc., and 3) FTC Equipment, LLC are hereby renewed for a term of one (1) year.

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

Duly read and passed this 9th day off January, 2018:

Mayor Jeff Davis

ATTEST:

Patricia Ledford, City Clerk
City of Belton, Missouri

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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing Resolution was regularly introduced at a regular meeting of the City Council held on the 9th day of January, 2018, and adopted at a regular meeting of the City Council held on the 9th day of January, 2018, by the following vote, to-wit:

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

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



CITY OF BELTON

CITY COUNCIL INFORMATION FORM

AGENDA DATE: January 9, 2018

DIVISION: Water Services

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

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

ISSUE/RECOMMENDATION:

Staff recommends approving a resolution to renew the existing On-Call Pump Repair and Service Agreement with 1) Cogent, Inc. (Lee Mathews/Fluid Equipment), 2) JCI Industries, Inc., and 3) FTC Equipment, LLC utilizing cooperative procurement per the agreement with the City of Kansas City, Missouri. City staff worked with Kansas City and the three contractors in order to utilize the cooperative contract and prepared the On-Call Pump Repair and Maintenance Service Agreement that was approved under Ordinance No. 2016-4277. The first term of the On-Call Pump Repair and Service Agreements expires January 18, 2018.

BACKGROUND:

Under Ordinance No. 2012-3814, the City entered into an agreement with FTC Equipment, LLC and JCI Industries, Inc. using a similar cooperative contract from Kansas City. These contracts expired June 30, 2016. Kansas City advertised the Invitation to Bid and received bids in the spring of 2016. City staff worked with Kansas City and the three contractors in order to utilize the cooperative contract and prepared the On-Call Pump Repair and Maintenance Service Agreement that was approved under Ordinance No. 2016-4277.

The first term of the On-Call Pump Repair and Service Agreements expires January 18, 2018. Staff contacted Cogent, Inc. (Lee Mathews/Fluid Equipment), JCI Industries, Inc., and FTC Equipment, LLC to confirm their interest in extending the contract. Upon receiving concurrence, Staff completed performance appraisals and verified that the insurance coverage and pay rates remained the same. Upon receiving positive performance evaluations and verification that the insurance coverage and pay rates remained unchanged, Staff was satisfied that Cogent, Inc. (Lee Mathews/Fluid Equipment), JCI Industries, Inc., and FTC Equipment, LLC met the requirements to extend the On-Call Pump Repair and Service Agreements.

IMPACT/ANALYSIS:

N/A

STAFF RECOMMENDATION, ACTION, AND DATE:

Approve a resolution of the City of Belton, Missouri renewing On-Call Pump Repair and Service Agreement with 1) Cogent, Inc. (Lee Mathews/Fluid Equipment), 2) JCI Industries, and 3) FTC Equipment, LLC for a term of one (1) year with the option of up to three (3) additional one (1) year renewals as advertised and awarded by the City of Kansas City, Missouri.

LIST OF REFERENCE DOCUMENTS ATTACHED:

Resolution

Exhibit A – Professional Services Performance Appraisals and Letters of Acceptance of Terms for

- 1) Cogent, Inc. (Lee Mathews/Fluid Equipment), 2) JCI Industries, Inc, and 3) FTC Equipment, LLC

Professional Services Performance Appraisal

The following is a summary of scope or work related information, and a list of values and performance measures that the City believes important to the relationship between community, staff and the professional service providers. These measures will be utilized annually to initiate discussion for improvement necessary to provide great service to the community. It may also be the basis for termination of existing contracts if deemed in the best interest of the City.

Professional: Cogent, Inc. (Lee Mathew/Fluid Equipment) Date: 1/3/18

What type of activities was this provider responsible for? (Circle all that apply)

| | | | | |
|----------------|--------------|----------------------|----------------------------|------------|
| Design | Construction | Property Acquisition | Conceptual Problem Solving | Surveying |
| Transportation | Planning | Water | Wastewater | Stormwater |

Was the work completed on schedule, according to scope and under budget? Yes, work was completed on scheduled date, using scope of work for reference and within allowed budget.

If not, why? Was it due to the service provider and how?

On a scale of 1 – 5, 5 being the best, rate the following and provide comments for each.

Quality of work: 3

Comments: Company is good to work with. Quality of work meets repair needs.

Responsiveness: 3

Comments: Company responds as needed for repairs.

Customer Service (community): 3

Comments: Company has good customer service skills.

Communication: 3

Comments: Company does a good job of communicating work plans.

Cooperation with others: 3

Comments: Company works well with others. No issues seen.

Creativity/Innovation: 3

Comments: Company is always looking for ways to improve.

Overall Performance: 3

Completed by:

Don Tyler, Jr. - Water Services Manager



FLUID EQUIPMENT

A COGENT COMPANY

January 4, 2018

To Whom It May Concern:

Our company, Fluid Equipment, would like to extend the City of Belton, Missouri On-Call Pump Repair and Service Agreement, as stated in the agreement. Our insurance coverage and pay rates remain the same.

If you have any questions or need additional information, please do not hesitate to contact me.

Thank you,

Jennifer Powell
Sales Coordinator
816-460-1664

Professional Services Performance Appraisal

The following is a summary of scope or work related information, and a list of values and performance measures that the City believes important to the relationship between community, staff and the professional service providers. These measures will be utilized annually to initiate discussion for improvement necessary to provide great service to the community. It may also be the basis for termination of existing contracts if deemed in the best interest of the City.

Professional: FTC Date: 1/3/18

What type of activities was this provider responsible for? (Circle all that apply)

| | | | | |
|----------------|--------------|----------------------|----------------------------|------------|
| Design | Construction | Property Acquisition | Conceptual Problem Solving | Surveying |
| Transportation | Planning | Water | Wastewater | Stormwater |

Was the work completed on schedule, according to scope and under budget? No work was performed during the past year from this company using the on call pump repair contract. This company was used as a subcontractor through a general contractor for the Waste Water Treatment Plant Improvements. This company is not a Flygt pump representative. The sewer system contains many Flygt pumps. When this companies bids are received, they often are higher because of having to contract out parts for Flygt pumps.
If not, why? Was it due to the service provider and how?

On a scale of 1 – 5, 5 being the best, rate the following and provide comments for each.

Quality of work: 4

Comments: Company performs good work and in a timely manner.

Responsiveness: 4

Comments: Company responds as needed for repair request.

Customer Service (community): 4

Comments: Company is eager to assist the city with repair needs and informs staff as required.

Communication: 4

Comments: Company informs staff as needed and keeps staff informed about schedule.

Cooperation with others: 4

Comments: Company works well with general contractor and city needs.

Creativity/Innovation: 3

Comments: Company will make suggestions on products and help improve system.

Overall Performance: 4

Completed by: Don Tyler, Jr. – Water Services Manager

Phone: 816-833-7200

FTC EQUIPMENT, LLC

Fax: 816-833-1074

5238 Winner Road
Kansas City, MO 64127

January 4, 2018

City of Belton
506 Main Street
Belton, MO 64012

Ref: On-Call Pump Repair & Service Agreement

To Whom It May Concern:

Our company, FTC Equipment LLC, would like to extend the City of Belton, Missouri On-Call Pump Repair and Service Agreement, as stated in the agreement. Our insurance coverage and pay rates remain the same.

If you have any questions or need any additional information, please do not hesitate to contact me.

Thank you,



Mike Malasek
President
FTC Equipment, LLC
816-833-7200

Professional Services Performance Appraisal

The following is a summary of scope or work related information, and a list of values and performance measures that the City believes important to the relationship between community, staff and the professional service providers. These measures will be utilized annually to initiate discussion for improvement necessary to provide great service to the community. It may also be the basis for termination of existing contracts if deemed in the best interest of the City.

Professional: JCI Date: 1/3/18

What type of activities was this provider responsible for? (Circle all that apply)

| | | | | |
|----------------|--------------|----------------------|----------------------------|------------|
| Design | Construction | Property Acquisition | Conceptual Problem Solving | Surveying |
| Transportation | Planning | Water | Wastewater | Stormwater |

Was the work completed on schedule, according to scope and under budget? Yes, work was completed on scheduled date, using scope of work for reference and within allowed budget.

If not, why? Was it due to the service provider and how?

On a scale of 1 – 5, 5 being the best, rate the following and provide comments for each.

Quality of work: 4

Comments: Company is good to work with and is eager to help. Quality of work meets repair needs.

Responsiveness: 4

Comments: Company responds in a good manner to repair needs.

Customer Service (community): 4

Comments: Company has good customer service skills when dealing with difficult trouble shooting repairs. They keep staff informed and that information is relayed to customers when needed.

Communication: 3

Comments: Company does a good job of communicating work plans. Improvement can be made with scheduling work and getting parts delivered faster.

Cooperation with others: 4

Comments: Company has a good selection of sub-contractors that provide good service. They all work well with each other.

Creativity/Innovation: 4

Comments: Company is always looking for ways to improve the cities needs and pump stations. Inform staff of new products and services available.

Overall Performance: 4

Completed by: Don Tyler, Jr. – Water Services Manager



JCI Industries, Inc.
1161 SE Hamblen Rd.
Lee's Summit, MO 64081
Tel: 816-525-3320

www.jciind.com

Thursday, January 4, 2018

City of Belton, MO
Public Works Department
506 Main Street
Belton, MO 64012

Phone: 816-322-1885
Fax: 816-322-5031

To whom it may concern:

Our company, JCI Industries, Inc., would like to extend the City of Belton, Missouri On-Call Pump Repair and Service Agreement, as stated in the agreement. Our insurance coverage and pay rates remain the same.

If you have any questions or need any additional information, please do not hesitate to contact us.

Thank you,

Trever Wilson
Trever Wilson
Application Engineer
JCI Industries, Inc.

Brad Gulley
Brad Gulley
Inside Sales Manager
JCI Industries, Inc.

