



**CITY OF BELTON  
CITY COUNCIL  
REGULAR MEETING  
TUESDAY, MARCH 27, 2018 – 6:15 P.M.  
CITY HALL ANNEX  
520 MAIN STREET  
AGENDA**

- I. CALL REGULAR MEETING TO ORDER
- II. PLEDGE OF ALLEGIANCE – Councilman Lathrop
- III. ROLL CALL
- IV. Motion to enter Executive Session to discuss matters pertaining to Legal Actions, according to Missouri Statute 610.021.1, and that the record be closed.
- V. 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 March 13, 2018, City Council Regular Meeting.**

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**B. Motion approving the February 2018 Municipal Police Judge’s Report.**

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**C. Motion canceling Work Session on April 3, 2018.**

**D. Motion approving renewal of Blue Cross & Blue Shield employee provided health insurance, Delta Dental employee provided dental insurance, Superior Vision employee provided vision insurance and the EAP plan beginning July 1, 2018.**

Blue Cross & Blue Shield employee provided health insurance beginning July 1, 2018 will renew with a 2.3% rate increase. The amount the city contributes for an individual plan will increase 2.5%, as was included in the City’s FY19 budget as amended by Council, \$15.55 per month (from \$600.23 to \$615.78) and the amount the city contributes for a family plan will increase \$40.96 per month (from \$1,102.00 to \$1,142.96).

Delta Dental employee provided dental insurance beginning July 1, 2018 will renew with a 0% rate increase. The amount the city contributes for an individual plan will

remain \$43.44 per month and the amount the city contributes for a family plan will remain \$107.36 per month.

Superior Vision employee provided vision insurance beginning July 1, 2018 will renew with a 0% rate increase. The amount the city contributes for an individual plan will remain \$5.78 per month, the amount the city contributes for an employee plus one plan will remain \$11.21 per month and the amount the city contributes for a family plan will remain \$16.45 per month.

The Employee Assistance Plan will renew with a \$0.35 increase per employee per month. The amount the city contributes for a Blue Cross Blue Shield member will be \$2.08 per month and the amount the city contributes for a non-Blue Cross Blue Shield member will be \$2.73 per month.

E. Motion approving Resolution R2018-18:

**A resolution appointing Paul Fyffe to the Municipal Park Board.**

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## VI. PERSONAL APPEARANCES

A. Diane Huckshorn, Belton Chamber of Commerce (323 Main Street, Belton) – request from Downtown Belton Main Street to host a fundraising event at Belton Fire Station #2 (223 Main Street, Belton) Friday June 8 or Friday June 15, 2018.

B. Richard Smith, Downtown Belton Main Street, Inc (408 Main Street, Belton) – road closed from Herschel Street to Chestnut Street, down Main Street, for 2018 Cruisin' Main Street Car Cruises – April 28, May 26, June 23, July 28, August 25, September 22, & October 27, 2018, from 3:00-9:00 pm; and October 7, 2018, from 9:00 am – 4:00 pm, for a car show.

## VII. POLICE DEPARTMENT PRESENTATION OF 2017 DEPARTMENTAL AWARDS Recess for Reception in Honor of Award Recipients

## VIII. ORDINANCES

A. Motion approving final reading of Bill No. 2018-13:

**An ordinance of the City of Belton, Missouri authorizing and approving a construction service agreement with SAK Construction, LLC for the 30", 27", and 18" interceptor lining in a not-to-exceed amount of \$1,167,949.50.**

B. Motion approving final reading of Bill No. 2018-14:

**An ordinance authorizing and approving the City of Belton, Missouri through its fire department to enter into a professional services agreement for medical director services with Dr. Erik J. Stamper, D.O.**

- C. Motion approving final reading of Bill No. 2018-16:  
**An ordinance approving the participating course agreement with the Club Membership, LLC for individual and corporate club membership benefits at the Eagles' Landing Golf Course.**
- D. Motion approving final reading of Bill No. 2018-17:  
**An ordinance amending sections: 42-36, Rates inside the City; 42-38, Water rates for approved water districts or local governments; 42-39, Rates for water consumed outside city; 42-296, Sewer system user rates; of the unified development code of the City of Belton, Missouri.**
- E. Motion approving final reading of Bill No. 2018-18:  
**An ordinance of the City of Belton, Missouri, as a participating agency, authorizing and approving a Cooperative Agreement one-year extension including Addendum #1 adding and expanding the scope of work for the City of Belton with Superior Bowen Asphalt Company, LLC for the 2017 Street Preservation Project Overlay finalized in January 2018.**
- F. Motion approving final reading of Bill No. 2018-19:  
**An ordinance approving the reappropriation & revision of the City of Belton Fiscal Year 2018 Adopted City Budget.**
- G. Motion approving first reading of Bill No. 2018-20:  
**An ordinance amending Chapter 15 – Offenses, Article IV – Offenses Against Property, Section 15-250 - Trespassing of the Code of Ordinances of the City of Belton, Missouri to provide an alternative enforcement and penalty structure for trespass upon property of others in the second degree.**

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- H. Motion approving first reading of Bill No. 2018-21:  
**An ordinance approving the engagement of Troutt, Beeman and Company to audit the city financial records for fiscal year 2018.**

Troutt Beeman & Company will audit the City's financial statements and compliance over major federal awards for Fiscal Year 2018, ended March 31, 2018.

Per Council's request, the City will request proposals in Fall 2018 from certified public accounting firms to audit the City's financial statements and compliance over major federal awards beginning with Fiscal Year 2019, ended March 31, 2019.

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- I. Motion approving both readings of Bill No. 2018-22:  
**An ordinance of the City of Belton, Missouri authorizing and approving the mowing and abatement contract with KMT Services, LLC for public works and planning and building properties.**

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J. Motion approving both readings of Bill No. 2018-23:

**An ordinance of the City of Belton, Missouri approving a cost-sharing agreement with Mid-America Regional Council (MARC) for the Kansas City Metropolitan Regional Aerial Photography Project at a cost of \$3,326.36.**

Imagery Specifications, Exhibit B.1.2, Project Area – “The acquisition area is currently 2,672 square miles and includes all or portions of the following counties: Clay, Jackson, Platt and Cass counties in Missouri; and Johnson, Leavenworth and Wyandotte counties in Kansas.”

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IX. RESOLUTIONS

A. Motion approving Resolution R2018-19:

**A resolution formally accepting the Belton Gateway Addition Unit Number Two new public infrastructure including 2,183 feet of 8” water line, 662 feet of 10” sanitary sewer line, 720 feet of 8” sanitary sewer line and three fire hydrants with an irrevocable letter of credit securing the two year maintenance guarantee through Great Southern Bank.**

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X. CITY COUNCIL LIAISON REPORTS

XI. MAYOR’S COMMUNICATIONS

XII. CITY MANAGER’S REPORT

April 2018 meetings

4/3 work session – canceled  
4/10 work session – 6:30 pm  
regular session – 7:00 pm  
4/17 special meeting – 6:30 pm  
4/24 regular session – 7:00 pm

XIII. MOTIONS

XIV. OTHER BUSINESS

XV. ADJOURN



# **SECTION V**

## **A**

**MINUTES OF THE  
BELTON CITY COUNCIL MEETING  
MARCH 13, 2018  
CITY HALL ANNEX  
520 MAIN STREET  
BELTON, MISSOURI**

Mayor Davis called the meeting to order at 7:01 P.M.

Councilman VanWinkle led the Pledge of Allegiance to the Flag.

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

**CONSENT AGENDA:**

Councilman Savage moved to approve the consent agenda consisting of a **motion approving the minutes of the February 27, 2018, regular meeting and March 6, 2018, City Council Special Meeting**. Seconded by Councilwoman Peek. All present voted in favor. Councilman Trutzel absent. Consent agenda approved.

**ORDINANCES:**

Andrea Cunningham, Executive Secretary, gave the final reading of Bill No. 2018-09, as amended: **An ordinance approving a renewed and upgraded service agreement between the City of Belton, Missouri and NSI Holdings of Kansas, Inc. to provide remote data backup and disaster replication services for City Hall, Annex, Fire Stations 1&2, Park, and Water/Street departments**. Presented by Councilman Newell, seconded by Councilman Lathrop. Councilman Fletcher moved to amend the ordinance to include the Park Department, seconded by Councilwoman Peek. All present voted in favor. Councilman Trutzel absent. Vote on the final reading was recorded; Ayes: 8, Councilmen VanWinkle, Fletcher, Lathrop, Councilwoman Peek, Councilman Finn, Mayor Davis, Councilmen Newell, and Savage. Noes: None; Absent: 1, Councilman Trutzel. Bill No. 2018-09 was declared passed and in full force and effect as Ordinance No. 2018-4412, subject to Mayoral veto.

Ms. Cunningham gave the final reading of Bill No. 2018-11: **An ordinance approving a contract between the City of Belton and Earthworks Excavation and Associates, LLC to provide demolition of dangerous residential structures services on an as needed basis**. Presented by Councilwoman Peek, seconded by Councilman Lathrop. Councilman Savage asked Jim Brown, Certificate Building Official, to clarify if this is for a 90 yard truck. Mr. Brown said it was. Vote on the final reading was recorded; Ayes: 8, Councilman Lathrop, Councilwoman Peek, Councilmen VanWinkle, Fletcher, Mayor Davis, Councilmen Savage, Newell, and Finn;

Noes: None; Absent: 1, Councilman Trutzel. Bill No. 2018-11 was declared passed and in full force and effect as Ordinance No. 2018-4413, subject to Mayoral veto.

Ms. Cunningham gave the final reading of Bill No. 2018-12: **An ordinance amending sections 1-5; 4-1 (d) (10); 6-4 (h); 26-4 (g); 26-5 (4); 26-8 (b); 40-1 (h); 40-3 (5); 40-4 (3); and 40-4 (14) of the Unified Development Code to eliminate inconsistencies and provide language that is easier to understand for all users of the code.** Presented by Councilwoman Peek, seconded by Councilman Savage. Vote on the final reading was recorded; Ayes: 8, Mayor Davis, Councilwoman Peek, Councilmen Lathrop, Fletcher, Newell, Savage, Finn, and VanWinkle; Noes: None; Absent: 1, Councilman Trutzel. Bill No. 2018-12 was declared passed and in full force and effect as Ordinance No. 2018-4414, subject to Mayoral veto.

Ms. Cunningham read Bill No. 2018-13: **An ordinance of the City of Belton, Missouri authorizing and approving a construction service agreement with SAK Construction, LLC for the 30", 27", and 18" interceptor lining in a not-to-exceed amount of \$1,167,949.50.** Presented by Councilman Savage, seconded by Councilwoman Peek. Mayor Davis asked if we had money budgeted for this. Michael Christopher, Acting City Engineer, said yes. The bids actually came in under the budgeted amount. Vote on the first reading was recorded with all present voting in favor. Councilman Trutzel absent. First reading passed.

Ms. Cunningham read Bill No. 2018-14: **An ordinance authorizing and approving the City of Belton, Missouri through its fire department to enter into a professional services agreement for medical director services with Dr. Erik J. Stamper, D.O.** Presented by Councilman Newell, seconded by Councilwoman Peek. Vote on the first reading was recorded with all present voting in favor. Councilman Trutzel absent. First reading passed.

Ms. Cunningham read Bill No. 2018-15: **An ordinance approving the proposed fiscal year 2019 City budget, as revised, and appropriating funds from the revenues of the City.** Presented by Councilwoman Peek, seconded by Councilman Finn. Councilman Lathrop said he needs more clarification on this budget before passing it. He sees several things that don't seem to fit. We need to do better at keeping our expenses in line with our revenues. We spent more than we took in and had to use almost a million dollars of reserves to make it up. But the cuts listed are close to three million dollars. Sheila Erzen, Finance Director, explained the cuts listed are from what was requested by departments for FY19 vs. what is proposed for the FY19 budget. The cuts are not from one fiscal year to the next fiscal year. Councilman VanWinkle said the three million dollars is not reducing the FY19 budget by three million dollars.

Councilman Lathrop asked about the use tax. Early on Ms. Erzen stated the city could see \$400,000 from this, but now the flier says \$200,000-300,000. Ms. Erzen said an email was sent to all councilmen last week answering this question. Alexa Barton, City Manager, said we used MML's formula. But they listed Belton incorrectly. Stuart Haynes, with MML, said all of this is a guesstimate. We didn't want to overestimate so we lowered it to \$200,000-300,000. Councilman Lathrop said he will get his questions to Ms. Barton for clarification and discussion.



Councilwoman Peek said she spent some time with Ms. Ernzen today. All positions budgeted in FY18 are still budgeted in FY19. The only cuts were the ones listed previously – HR Director (which would include Assistant City Manager), Planner, Emergency Management, and Annex Receptionist. These are not included in the FY19 budget. If someone retires this year, will that position still be in FY19? Ms. Barton said yes.

Councilwoman Peek asked why our general fund expenses are higher than projected revenues. Ms. Barton said we reduced revenues by approximately \$265,000, but we had additional expenses of approximately \$450,000. We are making up the shortfall with reserves. This will leave our reserves at about 16%. Councilwoman Peek asked if revenues come in higher than expected, will we un-freeze positions. Ms. Barton said yes, but we'll have to watch if these positions can be sustained in the future. James Person, Police Chief, clarified the frozen positions will come from retirements. We are currently filling entry-level positions and dispatchers.

Mayor Davis asked if the Lagers L-6 will end up being a hidden expense. Ms. Ernzen said no, we paid for this change by changing the way the Fire Department calculates overtime, and by changing the way the city calculates overtime across the board.

Councilman Newell said Ms. Barton did a major re-organization to get us where we are. It felt like we didn't know about the changes ahead of time. If you do this again will you tell us? Ms. Barton said yes. Mayor Davis reminded the councilmen the City Manager has the authority to re-organize and do appropriate raises. Ms. Barton said it was never her intention to not tell the council. It saved a total of \$131,000 with all the department changes. Ms. Barton said she would like to fill the position of Assistant City Manager/HR as soon as she fiscally can, but it will probably not be until FY20 or FY21.

Councilman Savage said Ms. Barton may have the authority to re-organize, but the staff are stretched so thin, can we get the work done? We're working people to death. Ms. Barton said it was done in an attempt to save money in the general fund and realign the work load in the Administration Department. The City Clerk didn't have a full time Deputy City Clerk before; now she does, and she doesn't have to share the position with the Executive Secretary.

Councilman Savage asked what 1% of our reserves is. Ms. Ernzen said approximately \$158,000. Councilman Savage said we should take our reserve down to the required 15% and use the extra 1%. We could provide a salary increase or cover the increase in insurance costs.

Councilman Fletcher suggested a work session on March 20, 2018, to discuss this. Councilman Finn agreed. We could have a work session and then approve this ordinance, as amended. Ms. Ernzen reminded the council the work session will only be productive if the councilmen provide their questions to her ahead of time.

The council asked Ms. Barton to bring information to the work session on the cost of the HR position and the cost to cover the insurance increase. Councilman Savage asked Ms. Barton to bring to them the best way for the money to be used.

It was decided to have a work session on March 20, 2018, starting at 6:30 P.M. and then a special meeting to discuss the budget. Vote on the first reading was recorded; Ayes: 4, Councilmen Finn, VanWinkle, Mayor Davis and Councilwoman Peek; Noes: 4, Councilmen Savage, Lathrop, Newell and Fletcher; Absent: 1, Councilman Trutzel. The first reading of Bill No. 2018-15 was declared failed for lack of the required 5 aye votes.

Ms. Cunningham read Bill No. 2018-16: **An ordinance approving the participating course agreement with the Club Membership, LLC for individual and corporate club membership benefits at the Eagles' Landing Golf Course.** Presented by Councilman Lathrop, seconded by Councilwoman Peek. Vote on the first reading was recorded with all present voting in favor. Councilman Trutzel absent. First reading passed.

Ms. Cunningham read Bill No. 2018-17: **An ordinance amending sections: 42-36, Rates inside the City; 42-38, Water rates for approved water districts or local governments; 42-39, Rates for water consumed outside city; 42-296, Sewer system user rates; of the unified development code of the City of Belton, Missouri.** Presented by Councilman Newell, seconded by Councilwoman Peek. Councilman Savage said there were increases, but there were also savings, so ultimately the cost to the citizens is going down. Ms. Ernzen said yes. Overall, the minimum monthly bill will decrease by \$2.78. Vote on the first reading was recorded with all present voting in favor. Councilman Trutzel absent. First reading passed.

Ms. Cunningham read Bill No. 2018-18: **An ordinance of the City of Belton, Missouri, as a participating agency, authorizing and approving a Cooperative Agreement one-year extension including Addendum #1 adding and expanding the scope of work for the City of Belton with Superior Bowen Asphalt Company, LLC for the 2017 Street Preservation Project Overlay finalized in January 2018.** Presented by Councilwoman Peek, seconded by Councilman Newell. Mayor Davis asked Mr. Christopher how many streets we are planning to do. Mr. Christopher said we're spending around \$1.8 million. There is a rating system for the streets. We'll start with the worse ones and do as many as we fiscally can. Vote on the first reading was recorded with all present voting in favor. Councilman Trutzel absent. First reading passed.

Ms. Cunningham read Bill No. 2018-19: **An ordinance approving the reappropriation & revision of the City of Belton Fiscal Year 2018 Adopted City Budget.** Presented by Councilman Lathrop, seconded by Councilwoman Peek. Vote on the first reading was recorded with all present voting in favor. Councilman Trutzel absent. First reading passed.

## **RESOLUTIONS:**

Ms. Cunningham read Resolution R2018-16: **A resolution providing an endorsement for the renovation of Granada Senior Apartments by Wallick Communities and providing a letter of support to the Missouri Housing Development Commission in the City of Belton, Cass County, Missouri.** Presented by Councilwoman Peek, seconded by Councilman VanWinkle. Vote on the resolution was recorded; Ayes: 6, Councilmen Finn, Newell, Fletcher, VanWinkle,

Mayor Davis and Councilwoman Peek; Noes: 2, Councilmen Savage and Lathrop; Absent: 1, Councilman Trutzel. Resolution approved.

Ms. Cunningham read Resolution R2018-17: **A resolution approving Task Agreement 2018-01 with Earthworks Excavation and Associates, LLC, under the contract.** Presented by Councilman Lathrop, seconded by Councilman Savage. Councilman Savage asked what the cost was on this contract. Mr. Brown answered that it will not exceed \$23,100.34. This demolition is a little more extensive than the usual demolition and clean up. There will also be erosion control needed afterward. Councilman Savage asked what the chances were of reimbursement. Mr. Brown said there was a slim chance for full reimbursement, perhaps a partial. It will be assessed to the property owner as a lien. Councilman Savage asked Mr. Brown to please let the council know of the final cost when it was completed. Vote on the resolution was recorded with all present voting in favor. Councilman Trutzel absent. Resolution approved.

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

Mayor Davis asked the council for a moment of silence for fallen police officer in Clinton, Missouri. The mayor also informed the council of a Belton officer whose car was hit last night by a drunk driver. The officer was not seriously injured.

Vicie Avenue opened last week. There will still be a mill and overlay at the edges when the weather is better.

The theater is open at the museum next door. The St Patrick's Day parade is March 17 at 5 P.M.

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

The city received a letter from the Government Finance Officers Association that our Comprehensive Annual Financial Report qualifies for their certificate of excellence.

#### **Upcoming Meeting Schedule**

##### March & April 2018 meetings

3/27 regular session – 7:00 pm

4/3 work session – 7:00 pm

4/10 regular session – 7:00 pm

4/17 special meeting – 6:30 pm

4/24 regular session – 7:00 pm

The Mayor and Ms. Barton attended the Academies of Nashville conference last week with the Belton school district. Ford NGL (New Generation Learning) has a program in Nashville called the Academies of Nashville. The Belton school district is planning to adopt a similar program starting next year. It's special programs and pathways for students in something they have an interest in.



The school has broken ground for the new addition. There will be at least 18 months of construction.

**OTHER BUSINESS:**

Fairfield Inn has their ground breaking March 16 at 9:30 A.M. There was a ribbon cutting last Friday for Party City, Petco, Marshalls, and Five Below.

At 8:30 P.M., Councilman Lathrop moved to enter Executive Session to discuss matters pertaining to Legal Actions, according to Missouri Statute 610.021.1, and matters pertaining to the hiring, firing, disciplining or promotion of personnel, according to Missouri Statute 610.021.3, and that the record be closed. Councilwoman Peek seconded. The following vote was recorded; Ayes: 8, Councilman Fletcher, VanWinkle, Lathrop, Finn, Mayor Davis, Councilmen Savage, Newell, and Councilwoman Peek; Noes: None; Absent 1: Councilman Trutzel. Motion approved.

The Council returned from Executive Session at 9:28 P.M. Being no further business, Councilwoman Peek moved to adjourn. Councilman Lathrop seconded. All present voted in favor. Councilman Trutzel absent. Meeting adjourned.



\_\_\_\_\_  
Andrea Cunningham, Executive Secretary

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

# **SECTION V**

## **B**

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

**COURT DATES: 2/7/18; 2/14/18; 2/21/18; 2/28/18**

  
\_\_\_\_\_  
**MUNICIPAL JUDGE** **3/2/18**  
**DATE**

**IN ACCORDANCE WITH COURT OPERATING RULE 4.29  
THE ATTACHED MUNICIPAL DIVISION SUMMARY  
REPORT FOR MONTH OF FEBRUARY 2018 WAS  
PRESENTED AND REVIEWED BY CITY COUNCIL AS  
REQUIRED**

\_\_\_\_\_  
**CITY CLERK** **DATE**





# Payment Plan Reports - Collected

Belton

Friday, March 02, 2018 1:43 PM

## Payment Detail Listing From 02/01/2018 - 02/28/2018

PP#	Defendant Name	Trans. Date	Trans. Number	Receipt #	Citation#-Viol.	Amount Paid
PP0000477	KOERNER, JONATHAN DALE	02/07/2018	445795	R00042917	140794530-1	\$129.00
<b>PP0000477 Totals:</b>						<b>\$129.00</b>
PP0000803	PFLANZ, CHARLES DONAVAN	02/09/2018	445888	R00042935	140795055-1	\$75.00
<b>PP0000803 Totals:</b>						<b>\$75.00</b>
PP0000826	JOHNSON, DUSTIN W	02/12/2018	446077	R00042992	140799157-1	\$50.00
<b>PP0000826 Totals:</b>						<b>\$50.00</b>
PP0000889	BOUNDS, TINA LOUISE	02/15/2018	446396	R00043118	140798825-1	\$43.50
<b>PP0000889 Totals:</b>						<b>\$43.50</b>
PP0000906	BLACK, BRANDON LLOYD	02/03/2018	445417	R00042772	140797212-1	\$20.00
<b>PP0000906 Totals:</b>						<b>\$20.00</b>
PP0000931	SIMS, MONTEL CORWON	02/12/2018	446081	R00042996	140802854-1	\$50.00
<b>PP0000931 Totals:</b>						<b>\$50.00</b>
PP0000956	BROWN, JACLYN MAE	02/01/2018	445302	R00042722	140801037-1	\$25.00
<b>PP0000956 Totals:</b>						<b>\$25.00</b>
PP0000964	POWELL, RANDEE LASHAWN	02/16/2018	446429	R00043139	140799391-1	\$50.00
<b>PP0000964 Totals:</b>						<b>\$50.00</b>
PP0000979	VAUGHT, ROBERT EUGENE	02/21/2018	446640	R00043187	140802297-1	\$30.00
<b>PP0000979 Totals:</b>						<b>\$30.00</b>
PP0001033	SMITH, JOSEPH R	02/23/2018	446815	R00043229	140798355-1	\$185.00
<b>PP0001033 Totals:</b>						<b>\$185.00</b>
PP0001039	THOMPSON, MARIA SUE	02/27/2018	447013	R00043320	140795018-1	\$60.00
<b>PP0001039 Totals:</b>						<b>\$60.00</b>
PP0001043	PAARMAN, GREG ELLIOTT	02/14/2018	446220	R00043061	140799615-1	\$40.00
<b>PP0001043 Totals:</b>						<b>\$40.00</b>
PP0001094	WEST, TIMOTHY LANE	02/18/2018	446442	R00043145	140799910-1	\$20.00
<b>PP0001094 Totals:</b>						<b>\$20.00</b>
PP0001101	FRANKEN, WILLIAM DUSTIN	02/22/2018	446687	R00043204	140799059-1	\$105.00
<b>PP0001101 Totals:</b>						<b>\$105.00</b>
PP0001150	WINER, DUSTIN JAMES	02/21/2018	446633	R00043181	140802163-1	\$45.00
		02/21/2018	446633	R00043181	121165667-1	\$5.00
<b>PP0001150 Totals:</b>						<b>\$50.00</b>
PP0001159	EDMONDS, MASON KYLE	02/22/2018	446746	R00043208	140799183-1	\$73.00
		02/22/2018	446746	R00043208	140802746-1	\$97.50
		02/22/2018	446746	R00043208	140802744-1	\$179.50
		02/22/2018	446747	R00043209	140802746-1	\$15.50
<b>* PP0001159 Totals:</b>						<b>\$365.50</b>
PP0001187	COX, MICHAEL A	02/16/2018	446401	R00043122	140799435-1	\$52.00
		02/22/2018	446776	R00043219	140799435-1	\$100.00
<b>PP0001187 Totals:</b>						<b>\$152.00</b>
PP0001241	BRUBECK, JASON MARIO	02/26/2018	446953	R00043303	160754616-1	\$50.00
<b>PP0001241 Totals:</b>						<b>\$50.00</b>
PP0001244	CORNWELL, MATTHEW TODD	02/12/2018	446080	R00042995	140800574-1	\$62.00
<b>* PP0001244 Totals:</b>						<b>\$62.00</b>
PP0001262	RICHARDSON, RAYMOND BRET	02/15/2018	446385	R00043114	140804185-1	\$50.00
<b>PP0001262 Totals:</b>						<b>\$50.00</b>
PP0001288	CRAFT, HOLLY ASHTON	02/22/2018	446771	R00043216	140804146-1	\$35.00
		02/22/2018	446771	R00043216	140804147-1	\$15.00
<b>PP0001288 Totals:</b>						<b>\$50.00</b>

\* Indicates an overpayment was made on the Payment Plan

PP0001304	WOFFORD, AMBER SHALISE	02/05/2018	445507	R00042807	140802375-1	\$14.00
<b>PP0001304 Totals:</b>						<b>\$14.00</b>
PP0001308	HAYDEN, JESSE P	02/06/2018	445538	R00042820	140795903-1	\$40.00
<b>PP0001308 Totals:</b>						<b>\$40.00</b>
PP0001310	SIEBERT, KELLI JO	02/07/2018	445796	R00042918	140792876-1	\$20.00
<b>PP0001310 Totals:</b>						<b>\$20.00</b>
PP0001317	BASINSKI, TAYLOR MATTHEW	02/12/2018	446091	R00043006	140803001-1	\$10.00
<b>PP0001317 Totals:</b>						<b>\$10.00</b>
PP0001333	COLEMAN, JEREMIAH	02/05/2018	445494	R00042792	140803719-1	\$20.00
<b>PP0001333 Totals:</b>						<b>\$20.00</b>
PP0001358	COONCE, EDWARD LEE	02/07/2018	445684	R00042887	140800181-1	\$50.00
<b>PP0001358 Totals:</b>						<b>\$50.00</b>
PP0001400	TUCKER, GARY DON	02/07/2018	445636	R00042863	121165635-1	\$20.00
<b>PP0001400 Totals:</b>						<b>\$20.00</b>
PP0001457	CORBIN, SHYANNE C	02/12/2018	446092	R00043007	160753149-1	\$10.00
<b>PP0001457 Totals:</b>						<b>\$10.00</b>
PP0001462	DUKES, LATEASHA SHAQUAY	02/21/2018	446642	R00043188	140805103-1	\$300.00
		02/21/2018	446642	R00043188	140805102-1	\$141.00
<b>PP0001462 Totals:</b>						<b>\$441.00</b>
PP0001473	FRIEND, JUSTIN TYLER	02/08/2018	445823	R00042922	140802929-1	\$20.00
<b>PP0001473 Totals:</b>						<b>\$20.00</b>
PP0001481	LOUTHAN, DANA MARIE	02/02/2018	445409	R00042767	140801919-1	\$20.00
<b>PP0001481 Totals:</b>						<b>\$20.00</b>
PP0001489	FLETCHER, BRANDON BOUCKHOUT	02/21/2018	446639	R00043186	140799980-1	\$150.00
		02/21/2018	446639	R00043186	140799979-1	\$155.00
<b>* PP0001489 Totals:</b>						<b>\$305.00</b>
PP0001515	MEDINA, SCOTT	02/08/2018	445876	R00042927	140804757-1	\$15.00
<b>PP0001515 Totals:</b>						<b>\$15.00</b>
PP0001532	KNIGHT, RYAN CHRISTOPHER	02/09/2018	445913	R00042943	140803301-1	\$60.00
<b>PP0001532 Totals:</b>						<b>\$60.00</b>
PP0001561	MCCAULEY, BLAKE ALLEN	02/28/2018	447163	R00043358	140800310-1	\$30.00
<b>PP0001561 Totals:</b>						<b>\$30.00</b>
PP0001565	WILLIAMS, JOHN EDWARD JR	02/26/2018	446954	R00043304	140802835-1	\$50.00
<b>PP0001565 Totals:</b>						<b>\$50.00</b>
PP0001568	ARMAND, RACHAEL L	02/22/2018	446770	R00043215	121165598-1	\$108.00
		02/22/2018	446770	R00043215	121165597-1	\$108.00
<b>PP0001568 Totals:</b>						<b>\$216.00</b>
PP0001579	GREEN, LEONARD EUGENE	02/02/2018	445396	R00042759	140804888-1	\$129.50
		02/02/2018	445396	R00042759	140804886-1	\$23.00
		02/02/2018	445396	R00042759	140804887-1	\$225.00
<b>PP0001579 Totals:</b>						<b>\$377.50</b>
PP0001591	LEONARD, ANTHONY W	02/07/2018	445656	R00042877	140804485-1	\$25.00
<b>PP0001591 Totals:</b>						<b>\$25.00</b>
PP0001695	HENDRICKSON, NATHANIEL D	02/20/2018	446450	R00043150	160753323-1	\$25.00
		02/28/2018	447106	R00043327	160753323-1	\$25.00
<b>PP0001695 Totals:</b>						<b>\$50.00</b>
PP0001699	VAUGHN, KYLEE M	02/14/2018	446242	R00043075	160753310-1	\$60.00
<b>PP0001699 Totals:</b>						<b>\$60.00</b>
PP0001719	RUIZ ZELADA, JORGE A	02/12/2018	446075	R00042990	140797781-1	\$175.00
		02/12/2018	446075	R00042990	140797780-1	\$123.00
		02/12/2018	446075	R00042990	140797782-1	\$279.50
<b>PP0001719 Totals:</b>						<b>\$577.50</b>
PP0001733	BANKS, CHRISTOPHER THOMAS	02/07/2018	445627	R00042855	160753222-1	\$120.50
		02/07/2018	445627	R00042855	160754196 1	\$29.50
<b>PP0001733 Totals:</b>						<b>\$150.00</b>
PP0001739	BRIDEGAN, SUSAN FAYE	02/08/2018	445830	R00042926	160755103-1	\$10.00

\* Indicates an overpayment was made on the Payment Plan

PP0001739	BRIDEGAN, SUSAN FAYE	02/26/2018	446910	R00043275	160755103-1	\$20.00
<b>PP0001739 Totals:</b>						<b>\$30.00</b>
PP0001743	ABRAMS, MICHAEL DWANE	02/16/2018	446423	R00043134	160752615-1	\$50.00
<b>PP0001743 Totals:</b>						<b>\$50.00</b>
PP0001744	WISE, SANDRA KAY	02/03/2018	445420	R00042775	160753446-1	\$50.00
<b>PP0001744 Totals:</b>						<b>\$50.00</b>
PP0001746	TARVER, DEANNA LYNN	02/06/2018	445603	R00042851	160753921-1	\$50.00
<b>PP0001746 Totals:</b>						<b>\$50.00</b>
PP0001751	MEDINA, STELLA MARIE	02/08/2018	445877	R00042928	140801801-1	\$10.00
<b>PP0001751 Totals:</b>						<b>\$10.00</b>
PP0001755	ROSE, ASHLEY MICHELLE	02/11/2018	445978	R00042966	160754618-1	\$25.00
		02/11/2018	445979	R00042967	160754618-1	\$75.00
<b>* PP0001755 Totals:</b>						<b>\$100.00</b>
PP0001756	WOOLAM, STEPHANIE DAWN	02/23/2018	446863	R00043267	140801832-1	\$78.00
<b>PP0001756 Totals:</b>						<b>\$78.00</b>
PP0001784	SWEETS, LEVI BRANDON	02/22/2018	446723	R00043206	140800418-1	\$29.50
<b>PP0001784 Totals:</b>						<b>\$29.50</b>
PP0001791	BRAXTON, ANNISHA I	02/23/2018	446856	R00043264	160752394-1	\$20.00
<b>PP0001791 Totals:</b>						<b>\$20.00</b>
PP0001797	UMPHREY, DONN E	02/02/2018	445395	R00042758	160753950-1	\$30.00
<b>PP0001797 Totals:</b>						<b>\$30.00</b>
PP0001798	EVANS, MARSHA ELLEN	02/05/2018	445468	R00042782	140792279-1	\$50.00
<b>PP0001798 Totals:</b>						<b>\$50.00</b>
PP0001801	RAY, CHERYL DIANE	02/08/2018	445881	R00042930	140800512-1	\$10.00
<b>PP0001801 Totals:</b>						<b>\$10.00</b>
PP0001805	EVANS, SHAWN LEE	02/16/2018	446425	R00043136	140804314-1	\$13.00
		02/16/2018	446425	R00043136	140804313-1	\$7.00
<b>PP0001805 Totals:</b>						<b>\$20.00</b>
PP0001808	SMOKE, KENDALL	02/16/2018	446414	R00043125	160754817-1	\$20.00
<b>PP0001808 Totals:</b>						<b>\$20.00</b>
PP0001812	BALDRIDGE, CHARLES WAYNE	02/14/2018	446247	R00043079	160753350-1	\$108.00
<b>PP0001812 Totals:</b>						<b>\$108.00</b>
PP0001813	CALDWELL, BRUCE LEE	02/05/2018	445508	R00042809	160753992-1	\$30.00
		02/05/2018	445508	R00042809	160753993-1	\$20.00
<b>PP0001813 Totals:</b>						<b>\$50.00</b>
PP0001814	BURTON, ROBERT LOUIS	02/06/2018	445601	R00042849	140801778-1	\$20.00
<b>PP0001814 Totals:</b>						<b>\$20.00</b>
PP0001820	STIGGER, CANDACE S	02/15/2018	446394	R00043117	160753067-1	\$40.00
<b>PP0001820 Totals:</b>						<b>\$40.00</b>
PP0001836	HOLLAND, CALVIN JAMES NICHOLAS	02/15/2018	446391	R00043116	160755209-1	\$100.00
<b>* PP0001836 Totals:</b>						<b>\$100.00</b>
PP0001838	OTTO, HEATHER L	02/23/2018	446836	R00043245	160754752-1	\$40.00
		02/26/2018	446912	R00043277	160754752-1	\$22.00
<b>* PP0001838 Totals:</b>						<b>\$62.00</b>
PP0001841	NOYES, CLAUDIA ELIZABETH	02/27/2018	446999	R00043312	121154117-1	\$50.00
<b>PP0001841 Totals:</b>						<b>\$50.00</b>
PP0001847	JURY, ZACHERY KYLE	02/16/2018	446415	R00043126	140803363-1	\$50.00
<b>PP0001847 Totals:</b>						<b>\$50.00</b>
PP0001849	COMBS, TAMARA L	02/26/2018	446955	R00043305	160755213-1	\$41.00
<b>PP0001849 Totals:</b>						<b>\$41.00</b>
PP0001858	GIVAN, JEFFERY DARREN	02/06/2018	445559	R00042828	160752329-1	\$75.00
<b>PP0001858 Totals:</b>						<b>\$75.00</b>
PP0001860	MURAR, MAURA ANNE	02/20/2018	446550	R00043162	160757103-1	\$50.00
<b>PP0001860 Totals:</b>						<b>\$50.00</b>

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PP0002011	MCDONALD, SARAH R	02/02/2018	445372	R00042737	160756223-1	\$8.00
		02/15/2018	446340	R00043110	160756222-1	\$50.00
		02/22/2018	446688	R00043205	160756222-1	\$31.00
<b>PP0002011 Totals:</b>						<b>\$131.00</b>
PP0002015	MINNICK, TRENTON CRAIG	02/13/2018	446141	R00043023	160756759-1	\$50.00
<b>PP0002015 Totals:</b>						<b>\$50.00</b>
PP0002016	SELF, ROY VAN ALEN	02/09/2018	445908	R00042939	160755532-1	\$27.00
		02/09/2018	445908	R00042939	160756308-1	\$48.00
<b>PP0002016 Totals:</b>						<b>\$75.00</b>
PP0002019	HILL, WHITNEY VICTORIA	02/22/2018	446774	R00043217	160755686-1	\$150.00
<b>* PP0002019 Totals:</b>						<b>\$150.00</b>
PP0002020	MURRAY, MARY DELANDRO	02/28/2018	447187	R00043367	160755489-1	\$96.00
<b>PP0002020 Totals:</b>						<b>\$96.00</b>
PP0002028	FAIRLEY, TERRANCE KALEB	02/02/2018	445416	R00042771	160758129-1	\$50.00
<b>PP0002028 Totals:</b>						<b>\$50.00</b>
PP0002030	BARNES, TRAVIS J	02/22/2018	446686	R00043203	140803453-1	\$108.00
<b>PP0002030 Totals:</b>						<b>\$108.00</b>
PP0002038	LEWIS, ADAM NATHAN	02/05/2018	445499	R00042797	160752425-1	\$49.50
<b>PP0002038 Totals:</b>						<b>\$49.50</b>
PP0002041	LESTLIE, SAMARIA G. S.	02/15/2018	446356	R00043111	121163536-1	\$20.00
<b>PP0002041 Totals:</b>						<b>\$20.00</b>
PP0002046	DOUGHERTY, CHRISTOPHER SCOTT	02/23/2018	446823	R00043237	160756229-1	\$75.00
<b>PP0002046 Totals:</b>						<b>\$75.00</b>
PP0002048	HEAVIN, DANIEL JAY	02/21/2018	446577	R00043179	160756753-1	\$10.00
<b>PP0002048 Totals:</b>						<b>\$10.00</b>
PP0002049	PRYOR, BRENDA KATHLEEN	02/02/2018	445392	R00042756	160757601-1	\$25.00
<b>PP0002049 Totals:</b>						<b>\$25.00</b>
PP0002061	WICKS, AMBER MARIE	02/23/2018	446817	R00043231	160758103-1	\$147.00
<b>PP0002061 Totals:</b>						<b>\$147.00</b>
PP0002064	TOWNSEND, GLEN LEE	02/21/2018	446685	R00043202	160755664-1	\$60.00
<b>PP0002064 Totals:</b>						<b>\$60.00</b>
PP0002075	BOYD, STACY ANN	02/05/2018	445502	R00042802	160753591-1	\$20.00
<b>PP0002075 Totals:</b>						<b>\$20.00</b>
PP0002076	FRAZIER, ARTHUR RAY	02/07/2018	445629	R00042857	160752481-1	\$125.00
<b>PP0002076 Totals:</b>						<b>\$125.00</b>
PP0002077	BUTLER, JENEA DANIELLE	02/01/2018	445327	R00042728	160758676-1	\$50.00
		02/16/2018	446417	R00043128	160758676-1	\$39.00
<b>PP0002077 Totals:</b>						<b>\$89.00</b>
PP0002081	ROBERTS, HARLAN LEROY	02/28/2018	447107	R00043331	160758716-1	\$50.00
<b>PP0002081 Totals:</b>						<b>\$50.00</b>
PP0002086	APPLEBY, MILDRED FAYE	02/02/2018	445375	R00042738	160755593-1	\$25.00
<b>PP0002086 Totals:</b>						<b>\$25.00</b>
PP0002087	DAVIS, TOBY M	02/19/2018	446448	R00043148	160755565-1	\$33.00
		02/19/2018	446448	R00043148	160755566-1	\$17.00
<b>PP0002087 Totals:</b>						<b>\$50.00</b>
PP0002089	STEGNER, BRIAN KYLE	02/07/2018	445786	R00042915	160753260-1	\$10.00
<b>PP0002089 Totals:</b>						<b>\$10.00</b>
PP0002094	MARTIN, CHRISTIE NICOLE	02/09/2018	445947	R00042959	160758104-1	\$133.00
<b>PP0002094 Totals:</b>						<b>\$133.00</b>
PP0002097	LANGER, DANA L	02/06/2018	445586	R00042847	160755518-1	\$50.00
<b>PP0002097 Totals:</b>						<b>\$50.00</b>
PP0002101	AKPOLUGHE, MARY DELOIS	02/28/2018	447162	R00043357	160758612-1	\$50.00
<b>PP0002101 Totals:</b>						<b>\$50.00</b>
PP0002102	BULVER, RACHEL ANN	02/19/2018	446447	R00043147	160756178-1	\$20.00
<b>PP0002102 Totals:</b>						<b>\$20.00</b>

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PP0002159	MUTTER, TRACI RENEE	02/14/2018	446217	R00043058	160757743-1	\$40.00
		02/28/2018	447123	R00043337	160757743-1	\$43.00
<b>PP0002159 Totals:</b>						<b>\$83.00</b>
PP0002160	HOWELL, JASON JOSEPH-ANGELO	02/12/2018	446108	R00043016	160754856-1	\$20.50
		02/12/2018	446108	R00043016	160754857-1	\$9.50
<b>PP0002160 Totals:</b>						<b>\$30.00</b>
PP0002162	SCHMUKE, PAUL M	02/24/2018	446864	R00043268	160756438-1	\$30.00
<b>PP0002162 Totals:</b>						<b>\$30.00</b>
PP0002167	PELTON, ALMETA A	02/11/2018	445977	R00042965	160759264-1	\$61.50
<b>PP0002167 Totals:</b>						<b>\$61.50</b>
PP0002168	TURNER, BRENT M	02/25/2018	446867	R00043271	160753491-1	\$23.00
		02/25/2018	446867	R00043271	160753492-1	\$27.00
<b>PP0002168 Totals:</b>						<b>\$50.00</b>
PP0002173	HENDERSON, LUCAS ERLE	02/08/2018	445827	R00042923	160755046-1	\$57.00
<b>PP0002173 Totals:</b>						<b>\$57.00</b>
PP0002174	LUEVANO, ANGELICA RAE	02/26/2018	446917	R00043283	160756190-1	\$25.00
<b>PP0002174 Totals:</b>						<b>\$25.00</b>
PP0002177	NIFFEN, GREGORY A	02/06/2018	445583	R00042844	160755033-1	\$50.00
		02/23/2018	446816	R00043230	160755033-1	\$25.00
<b>PP0002177 Totals:</b>						<b>\$75.00</b>
PP0002179	BONJOUR HUMO, TERESA LEE	02/26/2018	446924	R00043289	160756803-1	\$30.00
<b>PP0002179 Totals:</b>						<b>\$30.00</b>
PP0002184	SWINK, DENNIS L	02/02/2018	445408	R00042766	160759269-1	\$61.50
<b>PP0002184 Totals:</b>						<b>\$61.50</b>
PP0002186	LUCAS, RICHARD DEAN	02/01/2018	445324	R00042725	160758896-1	\$88.00
		02/01/2018	445325	R00042726	160758896-1	\$87.00
<b>* PP0002186 Totals:</b>						<b>\$175.00</b>
PP0002187	KNOX, DAKOTA	02/22/2018	446763	R00043213	160752486-1	\$125.00
<b>PP0002187 Totals:</b>						<b>\$125.00</b>
PP0002188	HERNANDEZ, YUNERIT A	02/02/2018	445411	R00042769	160759335-1	\$50.00
		02/23/2018	446855	R00043263	160759335-1	\$50.00
<b>PP0002188 Totals:</b>						<b>\$100.00</b>
PP0002189	HOFFMAN, WILLIAM G	02/03/2018	445418	R00042773	160759334-1	\$100.00
		02/26/2018	446911	R00043276	160759334-1	\$23.00
<b>PP0002189 Totals:</b>						<b>\$123.00</b>
PP0002191	ARCHER, JOHN PAUL	02/28/2018	447090	R00043326	160759145-1	\$25.00
<b>PP0002191 Totals:</b>						<b>\$25.00</b>
PP0002193	DUNN, CHARLES EARL	02/08/2018	445829	R00042925	160755076-1	\$50.00
<b>PP0002193 Totals:</b>						<b>\$50.00</b>
PP0002194	FITZPATRICK, MICHELLE ANTOINETTE	02/26/2018	446868	R00043272	160758229-1	\$61.50
<b>PP0002194 Totals:</b>						<b>\$61.50</b>
PP0002195	WILLIAMS, DARIUS AMON	02/02/2018	445337	R00042736	160757240-1	\$133.00
<b>PP0002195 Totals:</b>						<b>\$133.00</b>
PP0002197	SWISHER, JOSHUA LEE	02/27/2018	447001	R00043314	160758605-1	\$25.00
<b>PP0002197 Totals:</b>						<b>\$25.00</b>
PP0002199	CAMPBELL, SCOTT ALLEN	02/02/2018	445410	R00042768	160756778-1	\$60.00
		02/23/2018	446851	R00043259	160756778-1	\$60.00
<b>PP0002199 Totals:</b>						<b>\$120.00</b>
PP0002202	COPEES, JAMES V	02/27/2018	447002	R00043315	140798640-1	\$10.00
<b>PP0002202 Totals:</b>						<b>\$10.00</b>
PP0002205	STEVENSON, CARLOS JAMAAL	02/15/2018	446382	R00043113	160757744-1	\$123.00
<b>* PP0002205 Totals:</b>						<b>\$123.00</b>
PP0002206	OSBORNE, TAYLOR JAMES	02/22/2018	446775	R00043218	121166119-1	\$50.00
<b>PP0002206 Totals:</b>						<b>\$50.00</b>
PP0002207	LOPEZ-ROSILES, MANOLO	02/16/2018	446427	R00043138	160755985-1	\$75.00
<b>PP0002207 Totals:</b>						<b>\$75.00</b>

\* Indicates an overpayment was made on the Payment Plan

PP0002210	PENNINGTON, KRYSTAL L	02/26/2018	446934	R00043296	160756906-1	\$50.00
<b>PP0002210 Totals:</b>						<b>\$50.00</b>
PP0002212	CRIM, ANTHONY EDWARD	02/16/2018	446403	R00043124	160756419-1	\$50.00
<b>PP0002212 Totals:</b>						<b>\$50.00</b>
PP0002214	WALSH, BRANDY SUE	02/07/2018	445748	R00042906	160757230-1	\$15.00
		02/23/2018	446831	R00043240	160757230-1	\$50.00
<b>* PP0002214 Totals:</b>						<b>\$65.00</b>
PP0002217	HUTTON, ERICA P	02/27/2018	446998	R00043311	160756928-1	\$25.00
<b>PP0002217 Totals:</b>						<b>\$25.00</b>
PP0002220	GOFF, CHEYENNE MARIE	02/07/2018	445781	R00042914	160759047-1	\$100.00
<b>PP0002220 Totals:</b>						<b>\$100.00</b>
PP0002224	HENDRICKS, STEVEN W	02/15/2018	446399	R00043120	160755041-1	\$50.00
<b>PP0002224 Totals:</b>						<b>\$50.00</b>
PP0002225	GOODWIN, APRIL M	02/07/2018	445787	R00042916	160756463-1	\$10.00
<b>PP0002225 Totals:</b>						<b>\$10.00</b>
PP0002226	FRANK, AARON GENE	02/23/2018	446821	R00043234	160758911-1	\$102.50
<b>PP0002226 Totals:</b>						<b>\$102.50</b>
PP0002227	CLEMONS, LATRICE CAMILLE	02/14/2018	446266	R00043086	160753815-1	\$50.00
<b>PP0002227 Totals:</b>						<b>\$50.00</b>
PP0002228	LANCASTER, ANTHONY DALERESS	02/23/2018	446809	R00043223	160756493-1	\$125.00
<b>* PP0002228 Totals:</b>						<b>\$125.00</b>
PP0002230	YOSEF, HANNAH LATREACE	02/28/2018	447125	R00043339	160758860-1	\$100.00
<b>* PP0002230 Totals:</b>						<b>\$100.00</b>
PP0002233	RUCKER, QUINCY CORNELL	02/14/2018	446297	R00043093	160755853-1	\$25.00
<b>PP0002233 Totals:</b>						<b>\$25.00</b>
PP0002236	ELLIOTT, BRANDIE LEE	02/20/2018	446451	R00043151	160758949-1	\$50.00
<b>PP0002236 Totals:</b>						<b>\$50.00</b>
PP0002243	ADAMS, JACOB EUGENE	02/21/2018	446672	R00043200	140795492-1	\$44.00
<b>PP0002243 Totals:</b>						<b>\$44.00</b>
PP0002253	HOWARD, KASSIE JUNE	02/28/2018	447171	R00043359	121154152-1	\$45.00
<b>PP0002253 Totals:</b>						<b>\$45.00</b>
PP0002257	CAMPBELL BURNES, SHAWNEE NICHELLE	02/28/2018	447185	R00043365	160759543-1	\$50.00
<b>PP0002257 Totals:</b>						<b>\$50.00</b>

**Report Totals**

**\$13,338.00**

\* Indicates an overpayment was made on the Payment Plan





# My Filed Or Closed Cases Listing

Belton

3/2/2018 11:31:33 AM

Totals For Filed Date From 02/01/2018 To 02/28/2018

Posted Fee Totals For Posted Date From 02/01/2018 To 02/28/2018

## Violations By Filed Date

City Ordinance	193
IPMC CODE	5
MOVING TRAFFIC	320
Parking	1
Traffic	116
<b>Total Violations Filed:</b>	<b>635</b>

## Violations Completed-Paid Fines By Filed Date

### CL-CLOSED FOUND GUILTY

22	IPMC CODE	1
	MOVING TRAFFIC	100
	Parking	1
	Traffic	81
	<b>CL</b>	<b>183</b>

### PDFN-PROSECUTION DECLINED NOT FILED

	Traffic	1
	<b>PDFN</b>	<b>1</b>
<b>Total Violations Completed-Paid Fines:</b>		<b>184</b>

## Violations Completed-Before Judge By Filed Date

### CL-CLOSED FOUND GUILTY

City Ordinance	61
IPMC CODE	2
MOVING TRAFFIC	76
Parking	1



# My Filed Or Closed Cases Listing

Belton

3/2/2018 11:31:33 AM

Totals For Filed Date From 02/01/2018 To 02/28/2018

Posted Fee Totals For Posted Date From 02/01/2018 To 02/28/2018

## Violations Completed-Before Judge By Filed Date

Traffic	169	
CL		309

## DC-Dismissed by Complainant

City Ordinance	6	
DC		6

## DI-CLOSED BY SIS

City Ordinance	1	
MOVING TRAFFIC	6	
DI		7

## 23 DJ-Dismissed by Judge

City Ordinance	13	
DJ		13

## DP-Dismissed by Prosecutor

City Ordinance	32	
MOVING TRAFFIC	19	
Traffic	4	
DP		55

## DW-DISMISSED NO WITNESS

City Ordinance	2	
DW		2

## DX-FOUND NOT GUILTY AT TRIAL

City Ordinance	2	
MOVING TRAFFIC	44	



# My Filed Or Closed Cases Listing

Belton

3/2/2018 11:31:33 AM

Totals For Filed Date From 02/01/2018 To 02/28/2018

Posted Fee Totals For Posted Date From 02/01/2018 To 02/28/2018

## Violations Completed-Before Judge By Filed Date

Traffic	1	
DX		47
<b>Total Violations Completed-Before Judge:</b>		<b>439</b>

## Violations Completed-Other By Filed Date

### D\$-DISMISSED SC PP RECALCULATED/PAID

City Ordinance	36	
D\$		36

### DS-DISMISSED STATE CHARGES

MOVING TRAFFIC	1	
DS		1

### VD-Voided Docket

City Ordinance	2	
VD		2
<b>Total Violations Completed-Paid Fines:</b>		<b>39</b>

<b>Total Violations Completed-Paid Fines:</b>	<b>184</b>
<b>Total Violations Completed-Before Judge:</b>	<b>439</b>
<b>Total Violations Completed-Before Jury:</b>	<b>0</b>
<b>Total Violations Completed-Before Teen Court:</b>	<b>0</b>
<b>Total Violations Completed-Other:</b>	<b>39</b>
<b>Total Violations Completed:</b>	<b>662</b>
<b>Total Violations Filed:</b>	<b>635</b>
<b>Net Difference Filed - Completed:</b>	<b>-27</b>



# My Filed Or Closed Cases Listing

Belton

3/2/2018 11:31:33 AM

**Totals For Filed Date From 02/01/2018 To 02/28/2018**

**Posted Fee Totals For Posted Date From 02/01/2018 To 02/28/2018**

## Warrants Issued

City Ordinance	123		
IPMC CODE	3		
MOVING TRAFFIC	113		
Parking	1		
Traffic	49		
<b>Total Warrants Issued:</b>	<b>289</b>	<b>Total Violations:</b>	<b>289</b>

## Warrants Cleared

City Ordinance	117		
MOVING TRAFFIC	99		
Parking	1		
Traffic	49		
<b>Total Warrants Cleared:</b>	<b>266</b>	<b>Total Violations:</b>	<b>266</b>

Total Warrants Issued: 289

Total Warrants Cleared: 266

Net Difference: 23

## Violations Completed-Other Paid By Filed Date

### AJ-SUSPENDED IMPOSITION OF SENTEN

MOVING TRAFFIC	4		
AJ		4	

### CC-CONTEMPT OF COURT ISSUED

City Ordinance	1		
MOVING TRAFFIC	1		



# My Filed Or Closed Cases Listing

Belton

3/2/2018 11:31:33 AM

Totals For Filed Date From 02/01/2018 To 02/28/2018

Posted Fee Totals For Posted Date From 02/01/2018 To 02/28/2018

## Violations Completed-Other Paid By Filed Date

Traffic	1	
CC		3

## CD-Completion date for school(s)

City Ordinance	1	
MOVING TRAFFIC	2	
CD		3

## CL-CLOSED FOUND GUILTY

MOVING TRAFFIC	3	
Parking	1	
Traffic	8	
CL		12

26

## CN-Continued Arraignment

City Ordinance	2	
MOVING TRAFFIC	1	
CN		3

## IA-Initial Arraignment

City Ordinance	1	
IA		1

## IJ-IN JAIL

MOVING TRAFFIC	1	
IJ		1

## PP-Payment plan

City Ordinance	42	
IPMC CODE	2	





# My Filed Or Closed Cases Listing

Belton

3/2/2018 11:31:33 AM

**Totals For Filed Date From 02/01/2018 To 02/28/2018**

**Posted Fee Totals For Posted Date From 02/01/2018 To 02/28/2018**

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## Violations Completed-Other Paid By Filed Date

MOVING TRAFFIC	56	
Traffic	25	
PP		125

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## WI-Warrant Issued

City Ordinance	11	
MOVING TRAFFIC	13	
Traffic	2	
WI		26
<b>Total Violations Completed-Other Paid:</b>		<b>178</b>

27



# My Filed Or Closed Cases Listing

Belton

3/2/2018 11:31:33 AM

Posted Fee Totals For Posted Date From 02/01/2018 To 02/28/2018

Fee Code	Fee Description	Paid
BF (84)	BOND FORFEITURE	\$3,231.00
CC (76)	COURT COSTS	\$5,043.23
CN (CA)	COURT NOTIFCATION AUTOMATION	\$898.32
CVC2 (74)	CRIME VICTIMS CITY	\$170.20
CVS2 (CV)	CRIME VICTIMS STATE	\$3,305.08
DM (82)	DOMESTIC VIOLENCE	\$920.00
DWI (77)	DWI RECOVERY COST	\$350.00
FINE (76)	FINE	\$62,266.09
ILFC (83)	ILF- CITY	\$469.37
IS (IS)	INMATE SECURITY FUND	\$917.34
RTNCK (CRF)	RETURN CHECK FEE	\$20.00
SR (SR)	SHERIFF RETIREMENT	\$1,390.67
TFC (78)	TRAINING FUND CITY	\$921.13
TFS (81)	TRAINING FUND STATE	\$463.57

Report Totals:

\$80,366.00

## 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.

<b>I. COURT INFORMATION</b>		Contact information same as last report <input checked="" type="checkbox"/>	
Municipality:	Belton	Reporting Period: 2/2018	
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	
<b>II. MONTHLY CASELOAD INFORMATION</b>		Alcohol and Drug Related Traffic	Other Traffic
A. cases (citations / informations) pending at start of month		81	3,916
B. cases (citations / informations) filed		4	430
C. cases (citations / informations) disposed			
1. jury trial (Springfield, Jefferson County, and St. Louis County only)			
2. court / bench trial - GUILTY		0	4
3. court / bench trial - NOT GUILTY		0	45
4. plea of GUILTY in court		2	230
5. Violations Bureau Citations (i.e., written plea of guilty) and bond forfeitures by court order (as payment of fines / costs)		0	191
6. dismissed by court		0	0
7. <i>nolle prosequi</i>		2	22
8. certified for jury trial (not heard in the Municipal Division)		0	0
<b>9. TOTAL CASE DISPOSITIONS</b>		<b>4</b>	<b>492</b>
D. cases (citations / informations) pending at end of month [pending caseload = (A + B) - C9]		81	3,854
E. Trial de Novo and / or appeal applications filed		0	0
<b>III. WARRANT INFORMATION (Pre and Post Disposition)</b>		<b>IV. PARKING TICKETS</b>	
1. # issued during reporting period	289	# issued during period	0
2. # served/withdrawn during reporting period	276	<input checked="" type="checkbox"/> Court staff does not process parking tickets	
3. # outstanding at end of reporting period	2,682		

**MUNICIPAL DIVISION SUMMARY REPORTING FORM**

<b>COURT INFORMATION</b>	Municipality: Belton	Reporting Period: 2/2018
--------------------------	----------------------	--------------------------

<b>V. DISBURSEMENTS</b>			
<b>Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)</b>		<b>Other Disbursements cont.</b>	
Fines - Excess Revenue	\$45,137.59		
Clerk Fee - Excess Revenue	\$4,269.72		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$132.09		
Bond forfeitures (paid to city) - Excess Revenue	\$695.00		
<b>Total Excess Revenue</b>	\$50,234.40		
<b>Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)</b>			
Fines - Other	\$18,026.82		
Clerk Fee - Other	\$1,242.88		
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	\$463.57		
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$3,305.08		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$38.11		
Law Enforcement Training (LET) Fund surcharge	\$921.13		
Domestic Violence Shelter surcharge	\$920.00		
Inmate Prisoner Detainee Security Fund surcharge	\$917.34		
Sheriffs' Retirement Fund (SRF) surcharge	\$1,390.67		
Restitution	\$0.00		
Parking ticket revenue (including penalties)	\$0.00		
Bond forfeitures (paid to city) - Other	\$2,536.00		
<b>Total Revenue Other</b>	\$29,761.60		
<b>Other Disbursements:</b> 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.		<b>Total Other Disbursements</b>	\$370.00
		<b>Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited</b>	\$80,366.00
RETURN CHECK FEE - Excess Revenue	\$20.00	<b>Bond Refunds</b>	\$0.00
DWI RECOVERY COST	\$350.00	<b>Total Disbursements</b>	\$80,366.00



\* All fields are required to Submit

| ellisla | [Logout](#)

# Municipal Division Summary Reporting 17th Judicial Circuit - Cass County - Belton Municipal Court

1	2018	81	3916
1841	2657	N	Y
7001 E. 163rd Street		Belton	64012
0		03/02/2018	new
MDSR	79	17th	Cass
N	new	new	
2018	2		

## I. COURT INFORMATION

Reporting Period

No court activity occurred in reporting period

Municipal Division Information

Case Management

Telephone Number

Fax Number

Prepared by

Prepared by E-mail Address

Municipal Judge(s) Active During Reporting Period

Charles Curry  
 Kevin Anderson  
 Clayton Jones  
 Ross Nigro

## II. MONTHLY CASELOAD INFORMATION

	Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance
<b>A. Cases (citations / informations) pending at start of month</b>	Alcohol & Drug Related Traffic Cases (citations / informations) pending at start of month 81	Other Traffic Cases (citations / informations) pending at start of month 3,916	Non-Traffic Ordinance Cases (citations / informations) pending at start of month 1,841
<b>B. Cases (citations / informations) filed</b>	Alcohol & Drug Related Traffic Cases (citations / informations) filed 4	Other Traffic Cases (citations / informations) filed 430	Non-Traffic Ordinance Cases (citations / informations) filed 195
<b>C. Cases (citations / informations) disposed</b>	Alcohol & Drug Related Traffic Cases (citations / informations) disposed 4	Other Traffic Cases (citations / informations) disposed 492	Non-Traffic Ordinance Cases (citations / informations) disposed 168
<b>1. jury trial (Springfield, Jefferson County, and St. Louis County only)</b>	Alcohol & Drug Related Traffic Cases - jury trial (Springfield, Jefferson County, and St. Louis County only) 	Other Traffic Cases - jury trial (Springfield, Jefferson County, and St. Louis County only) 	Non-Traffic Ordinance Cases - jury trial (Springfield, Jefferson County, and St. Louis County only) 
<b>2. court / bench trial - GUILTY</b>	Alcohol & Drug Related Traffic Cases - court / bench trial - GUILTY 	Other Traffic Cases - court / bench trial - GUILTY 4	Non-Traffic Ordinance Cases - court / bench trial - GUILTY 4
<b>3. court / bench trial - NOT GUILTY</b>	Alcohol & Drug Related Traffic Cases - court / bench trial - NOT GUILTY 	Other Traffic Cases - court / bench trial - GUILTY 45	Non-Traffic Ordinance Cases - court / bench trial - GUILTY 2
<b>4. plea of GUILTY in court</b>	Alcohol & Drug Related Traffic Cases - court / bench trial - plea of GUILTY in court 2	Other Traffic Cases - court / bench trial - plea of GUILTY in court 230	Non-Traffic Ordinance Cases - court / bench trial - plea of GUILTY in court 81

## II. MONTHLY CASELOAD INFORMATION

	Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance
<b>5. violations Bureau Citations (i.e., written plea of guilty) and bond forfeitures by court order (as payment of fines / costs)</b>	Alcohol & Drug Related Traffic Cases - Violations Bureau Citations [ ]	Other Traffic Cases - court / bench trial - Violations Bureau Citations 191	Non-Traffic Ordinance Cases - court / bench trial - Violations Bureau Citations 2
<b>6. dismissed by court</b>	Alcohol & Drug Related Traffic Cases - dismissed by court [ ]	Other Traffic Cases - dismissed by court [ ]	Non-Traffic Ordinance Cases - dismissed by court 41
<b>7. nolle prosequi</b>	Alcohol & Drug Related Traffic Cases - nolle prosequi 2	Other Traffic Cases - nolle prosequi 22	Non-Traffic Ordinance Cases - nolle prosequi 38
<b>8. certified for jury trial (not heard in the Municipal Division)</b>	Alcohol & Drug Related Traffic Cases - certified for jury trial [ ]	Other Traffic Cases - certified for jury trial [ ]	Non-Traffic Ordinance Cases - certified for jury trial [ ]
<b>9. TOTAL CASE DISPOSITIONS</b>	Alcohol & Drug Related Traffic Cases - TOTAL CASE DISPOSITIONS 4	Other Traffic Cases - TOTAL CASE DISPOSITIONS 492	Non-Traffic Ordinance Cases - TOTAL CASE DISPOSITIONS 168
<b>D. Cases (citations / informations) pending at end of month [pending caseload = (A + B) - C9]</b>	Alcohol & Drug Related Traffic Cases - pending at end of month 81	Other Traffic Cases - pending at end of month 3,854	Non-Traffic Ordinance Cases - pending at end of month 1,868
<b>E. Trial de Novo and / or appeal applications filed</b>	Alcohol & Drug Related Traffic Cases - Trial de Novo and / or appeal applications filed [ ]	Other Traffic Cases - Trial de Novo and / or appeal applications filed [ ]	Non-Traffic Ordinance Cases - Trial de Novo and / or appeal applications filed [ ]

## III. WARRANT INFORMATION (pre- & post-disposition)

# Outstanding at end of previous reporting period

Warrant Info - Issued during reporting period  
 N [ ] 2,657

1. # Issued during reporting period	Warrant Info - Issued during reporting period
	<input type="text" value="289"/>
2. # Served/withdrawn during reporting period	Warrant Info - Served/withdrawn during reporting period
	<input type="text" value="276"/>
3. # Outstanding at end of reporting period	Warrant Info - Outstanding at end of reporting period
	<input type="text" value="2,670"/>

### IV. PARKING TICKETS

Does court staff process parking tickets?

- Yes
- No

1. # Issued during reporting period	Parking Tickets - Issued during reporting period
	<input type="text"/>

### V. DISBURSEMENTS

**Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)**

Fines – Excess Revenue	Fines - Excess Revenue \$	<input type="text" value="45,137.59"/>
Clerk Fee – Excess Revenue	Clerk Fee - Excess Revenue \$	<input type="text" value="4,269.72"/>
Crime Victims Compensation (CVC) Fund surcharge – Paid to City/Excess Revenue	Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue \$	<input type="text" value="132.09"/>
Bond forfeitures (paid to city) – Excess Revenue	Bond forfeitures (paid to city) - Excess Revenue \$	<input type="text" value="695.00"/>
<b>Total Excess Revenue</b>	<b>Total Excess Revenue \$</b>	<input type="text" value="50,234.40"/>

**Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)**

Fines – Other	Fines - Other \$	<input type="text" value="18,026.82"/>
Clerk Fee – Other	Clerk Fee - Other \$	<input type="text" value="1,242.88"/>
Judicial Education Fund (JEF)	Judicial Education Fund (JEF) \$	<input type="text"/>
Court does not retain funds for JEF <input checked="" type="checkbox"/> Court does not retain funds for JEF		
Peace Officer Standards and Training (POST) Commission surcharge	Peace Officer Standards and Training (POST) Commission surcharge \$	<input type="text" value="463.57"/>
Crime Victims Compensation (CVC) Fund surcharge – Paid to State	Crime Victims Compensation (CVC) Fund surcharge - Paid to State \$	<input type="text" value="3,305.08"/>
Crime Victims Compensation (CVC) Fund surcharge – Paid to City/Other	Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other \$	<input type="text" value="38.11"/>
Law Enforcement Training (LET) Fund surcharge	Law Enforcement Training (LET) Fund surcharge \$	<input type="text" value="921.13"/>



Domestic Violence Shelter surcharge	Domestic Violence Shelter surcharge \$ 920.00
Inmate Prisoner Detainee Security Fund surcharge	Inmate Prisoner Detainee Security Fund surcharge \$ 917.34
Sheriffs' Retirement Fund (SRF) surcharge	Sheriffs' Retirement Fund (SRF) surcharge \$ 1,390.67
Restitution	Restitution \$ <input type="text"/>
Parking ticket revenue (including penalties)	Parking ticket revenue (including penalties) \$ <input type="text"/>
Bond forfeitures (paid to city) – Other	Bond forfeitures (paid to city) - Other \$ 2,536.00
<b>Total Other Revenue</b>	Total Other Revenue \$ 29,761.60

**Other Disbursements:** Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs, witness fees, and board bill/jail costs.

Other Disbursement Description 1 <input type="text" value="DWI RECOVERY COS"/>	Other Disbursement Amount 1 \$ <input type="text" value="350.00"/>
Other Disbursement Description 2 <input type="text" value="RETURNED CHECK FEE"/>	Other Disbursement Amount 2 \$ <input type="text" value="20.00"/>
Other Disbursement Description 3 <input type="text"/>	Other Disbursement Amount 3 \$ <input type="text"/>
Other Disbursement Description 4 <input type="text"/>	Other Disbursement Amount 4 \$ <input type="text"/>
Other Disbursement Description 5 <input type="text"/>	Other Disbursement Amount 5 \$ <input type="text"/>
Other Disbursement Description 6 <input type="text"/>	Other Disbursement Amount 6 \$ <input type="text"/>
Other Disbursement Description 7 <input type="text"/>	Other Disbursement Amount 7 \$ <input type="text"/>
Other Disbursement Description 8 <input type="text"/>	Other Disbursement Amount 8 \$ <input type="text"/>
Other Disbursement Description 9 <input type="text"/>	Other Disbursement Amount 9 \$ <input type="text"/>
Other Disbursement Description 10 <input type="text"/>	Other Disbursement Amount 10 \$ <input type="text"/>
Other Disbursement Description 11 <input type="text"/>	Other Disbursement Amount 11 \$ <input type="text"/>
Other Disbursement Description 12 <input type="text"/>	Other Disbursement Amount 12 \$ <input type="text"/>
Other Disbursement Description 13 <input type="text"/>	Other Disbursement Amount 13 \$ <input type="text"/>

Other Disbursement Description 14 <input type="text"/>	Other Disbursement Amount 14 \$ <input type="text"/>
Other Disbursement Description 15 <input type="text"/>	Other Disbursement Amount 15 \$ <input type="text"/>
Other Disbursement Description 16 <input type="text"/>	Other Disbursement Amount 16 \$ <input type="text"/>
Other Disbursement Description 17 <input type="text"/>	Other Disbursement Amount 17 \$ <input type="text"/>
Other Disbursement Description 18 <input type="text"/>	Other Disbursement Amount 18 \$ <input type="text"/>
Other Disbursement Description 19 <input type="text"/>	Other Disbursement Amount 19 \$ <input type="text"/>
Other Disbursement Description 20 <input type="text"/>	Other Disbursement Amount 20 \$ <input type="text"/>
Other Disbursement Description 21 <input type="text"/>	Other Disbursement Amount 21 \$ <input type="text"/>
Other Disbursement Description 22 <input type="text"/>	Other Disbursement Amount 22 \$ <input type="text"/>

Add Additional Disbursement

**Total Other Disbursements**

Total Other Disbursements \$ 370.00

**Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited**

Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited \$ 80,366.00

**Bond Refunds**

Bond Refunds \$

**Total Disbursements**

Total Disbursements \$ 80,366.00

<input type="text" value="79"/>	<input type="text" value="MDSR"/>	<input type="text" value="17th"/>	<input type="button" value="Submit"/>	<input type="button" value="Cancel"/>
<input type="text" value="Cass"/>	<input type="text" value="Belton Municipal Court"/>			

# **SECTION V**

## **E**

**R2018-18**

**A RESOLUTION APPOINTING PAUL FYFFE TO THE MUNICIPAL PARK BOARD.**

**WHEREAS**, Section 17-40 of the Belton code of Ordinances provides for the appointment of nine (9) directors to the Municipal Park Board by the Mayor of the City, subject to the approval of the City Council; and

**WHEREAS**, Perry Gough has resigned his position on the Park Board; and

**WHEREAS**, Paul Fyffe is hereby appointed to serve as a member on the Park Board to fill Perry Gough’s unexpired term until June 1, 2019.

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

**SECTION 1.** That the following named individuals shall constitute the Municipal Park Board with terms of office as shown:

<u>NAME</u>	<u>TERM</u>
Bruce Chevalier	June 1, 2018
Mike Miller	June 1, 2018
Terry Ward	June 1, 2018
Denise Elosh	June 1, 2019
George Shrum	June 1, 2019
<b>Paul Fyffe</b>	<b>June 1, 2019</b>
David Daniels	June 1, 2020
Marvin Mickelson	June 1, 2020
Barbara Miller	June 1, 2020
Councilman Liasion – Lorrie Peek	

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

**SECTION 3.** That all resolutions or parts of resolutions in conflict with this resolution are hereby repealed.

Duly read and passed this 27<sup>th</sup> day of March, 2018.

---

Mayor Jeff Davis



ATTEST:

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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 27<sup>th</sup> day of March, 2018, and adopted at a regular meeting of the City Council held the 27<sup>th</sup> day of March, 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 1-6-2017

\*Board/Commission of interest Park Board

\*Name Paul Fyffe

\*Phone# 816-935-5013

\*Address 1207 Mesa Drive  
Belton MO

\*E-mail pfyffe127@aol.com

Length of residence in Belton 42 years

Why are you interested in serving on this Board or Commission? I think we live in a great community and the growth + progress in town has been wonderful to see. I would like to be a contributor to future change.

List other service on local boards or commission: I served briefly on The Tree Board, but my work schedule at the time conflicted with meeting times.

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

I have served as Scoutmaster for a local Boy Scout troop for several years. I have worked with the Parks Dept. to coordinate several service and Eagle Scout projects.

Signature: [Handwritten Signature]

\*Required information:

# **SECTION VIII**

## **G**

**AN ORDINANCE AMENDING CHAPTER 15 – OFFENSES, ARTICLE IV – OFFENSES AGAINST PROPERTY, SECTION 15-250 - TRESPASSING OF THE CODE OF ORDINANCES OF THE CITY OF BELTON, MISSOURI TO PROVIDE AN ALTERNATIVE ENFORCEMENT AND PENALTY STRUCTURE FOR TRESPASS UPON PROPERTY OF OTHERS IN THE SECOND DEGREE.**

**WHEREAS**, the proposed amendment to the Belton Code of Ordinances, Chapter 15 - Offenses, Article IV – Offenses Against Property, Section 15-250 – Trespassing section provides the Police, Prosecutor and Municipal Court with an alternative section of the Code to enforce trespassing violations and to emulate the State statutes under RSMo 569.150 for trespassing in the second degree; and

**WHEREAS**, the City Attorney, City Prosecutor, Court Administrator and Chief of Police reviewed Chapter 15 - Offenses, Article IV – Offenses Against Property, Section 15-250 - Trespassing of the Code of Ordinances in order to more efficiently and effectively charge and sentence a defendant for trespassing when the requisite level of knowledge of crossing onto property of others makes it difficult to meet all the elements of the crime under the Trespass in the first degree section, particularly when it relates to the vagrant or homeless population; and

**WHEREAS**, the City Council believes the amendment to Chapter 15 is in the best interests of the citizens of Belton, will provide more efficient use of the court system, provide law enforcement with a more efficient manner to charge the crime of trespass and will promote consistent application of laws of the State by adopting this amendment to the Code of Ordinances of the City of Belton, Missouri.

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

**Section 1.** That Chapter 15 - Offenses, Article IV – Offenses Against Property, Section 15-250 - Trespassing of the Belton Code of Ordinances is hereby amended and revised to be made a part of the Code of Ordinances of the City of Belton, Missouri with the **addition in bold print** as follows:

**Sec. 15-250-1: - Trespassing In The Second Degree.**

**A person commits the offense of trespass in the second degree if he/she enters unlawfully upon real or personal property of another. This is an offense of absolute liability. Trespassing in the second degree is punishable by a fine not to exceed \$400.00.**

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



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

READ FOR THE FIRST TIME: March 27, 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 27<sup>th</sup> day of March, 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

# **SECTION VIII**

## **H**

**BILL NO. 2018-21**

**ORDINANCE NO. 2018-**

**AN ORDINANCE APPROVING THE ENGAGEMENT OF TROUTT, BEEMAN AND COMPANY TO AUDIT THE CITY FINANCIAL RECORDS FOR FISCAL YEAR 2018.**

**WHEREAS**, the City of Belton Charter Section 3.12 requires an independent audit of all city accounts and a management report at least once a year in accordance with generally accepted accounting principles; and

**WHEREAS**, the Federal government requires recipients of Federal grants of at least \$750,000 in a single fiscal year to receive an OMB A-133 compliance audit;

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

**Section 1.** That the engagement letter of Troutt, Beeman and Company, P.C. to conduct the FY2018 City audit and OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations is hereby approved. A copy of the engagement letter is attached as **Exhibit A** and considered part of this ordinance.

**Section 2.** That the Mayor is hereby authorized and directed to execute the letter on behalf of the City.

READ FOR FIRST TIME: March 27, 2018

READ FOR 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 27<sup>th</sup> day of March, 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





---

TROUTT, BEEMAN & CO., P.C.

CERTIFIED PUBLIC ACCOUNTANTS

March 16, 2018

Mr. Jeff Davis, Mayor  
City of Belton, Missouri  
506 Main Street  
Belton, Missouri 64012

You have requested that we audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Belton, Missouri (the City), as of March 31, 2018, and for the year then ended, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

In addition, we will audit the City's compliance over major federal award programs for the period ended March 31, 2018. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the entity's major federal award programs.

#### **Required Supplementary Information**

Accounting principles generally accepted in the United States of America require that management's discussion and analysis and budgetary comparison information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, and historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI.

---

1212 LOCUST  
PO BOX 160  
HARRISONVILLE, MO 64701  
PHONE: 816-380-5500  
FAX: 816-380-2580

13470 S ARAPAHO, SUITE 190  
PO BOX 4078  
OJATH, KS 66063  
PHONE: 913-784-1922  
FAX: 913-784-8062

WWW.TBCO.NET

Mr. Jeff Davis, Mayor  
City of Belton, Missouri  
March 16, 2018  
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The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

- Management Discussion and Analysis
- Missouri Local Government Employees Retirement System
- Schedules of Revenues, Expenditures, and Changes in Fund Balance--Actual and Budget--Major Funds

### **Supplementary Information**

Supplementary information other than RSI will accompany the City's basic financial statements as of March 31, 2018. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

- Combining Balance Sheets of Non-Major Funds
- Combining Statement of Revenues, Expenditures, and Changes in Fund Balance--Non Major Funds
- Schedule of Expenditures by Department
- Combining Statement of Fiduciary Net Position
- Combining Statement of Revenues, Expenditures, and Changes in Fund Balance - Fiduciary
- Budgetary Comparison Schedules--Major Governmental Funds
- Budgetary Comparison Schedules--Non-Major Funds
- Fund Descriptions

### **Schedule of Expenditures of Federal Awards**

We will subject the schedule of expenditures of federal awards to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the schedule to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on whether the schedule of expenditures of federal awards is presented fairly in all material respects in relation to the financial statements as a whole.

Mr. Jeff Davis, Mayor  
City of Belton, Missouri  
March 16, 2018  
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### **Unaudited Information**

Also, the document we submit to you will include the following other additional information that will not be subjected to the auditing procedures applied in our audit of the financial statements:

- Statistical Information

The statistical information will not be audited.

### **Data Collection Form**

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, schedule of expenditure of federal awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the federal audit clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the federal audit clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the earlier of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

### **Audit of the Financial Statements**

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS) the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America; the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements.

Mr. Jeff Davis, Mayor  
City of Belton, Missouri  
March 16, 2018  
Page 4

An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. If appropriate, our procedures will therefore include tests of documentary evidence that support the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of cash, investments, and certain other assets and liabilities by correspondence with creditors and financial institutions. As part of our audit process, we will request written representations from your attorneys, and they may bill you for responding. At the conclusion of our audit, we will also request certain written representations from you about the financial statements and related matters.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance (whether caused by errors, fraudulent financial reporting, misappropriation of assets, detected abuse, or violations of laws or governmental regulations) may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and Government Auditing Standards of the Comptroller General of the United States of America. Please note that the determination of abuse is subjective and Government Auditing Standards does not require auditors to detect abuse.

In making our risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit. Our responsibility as auditors is, of course, limited to the period covered by our audit and does not extend to any other periods.

We will issue a written report upon completion of our audit of the City's basic financial statements. Our report will be addressed to the governing body of the City as of March 31, 2018. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph, or withdraw from the engagement.

In accordance with the requirements of Government Auditing Standards, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.



Mr. Jeff Davis, Mayor  
City of Belton, Missouri  
March 16, 2018  
Page 5

### **Audit of Major Program Compliance**

Our audit of City's major federal award program(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; and the Uniform Guidance, and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance and other procedures we consider necessary to enable us to express such an opinion on major federal award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the entity has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major federal award programs. Our procedures will consist of determining major federal programs and performing the applicable procedures described in the U.S. Office of Management and Budget OMB Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs. The purpose of those procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Also, as required by the Uniform Guidance, we will perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the entity's major federal award programs. However, our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the entity's major federal award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

### **Management's Responsibilities**

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material

misstatement, whether due to error fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements;

3. For safeguarding assets;
4. For identifying all federal awards expended during the period; including federal awards and funding increments received prior to December 26, 2014, and those received in accordance with the Uniform Guidance generally received after December 26, 2014;
5. For preparing the schedule of expenses of federal awards (including notes and noncash assistance received) in accordance with OMB Circular A-133 requirements;
6. For the design, implementation, and maintenance of internal control over compliance;
7. For identifying and ensuring that the entity complies with laws, regulations, grants, and contracts applicable to its activities and its federal award programs and implementing systems designed to achieve compliance with applicable laws, regulations, grants, and contracts applicable to activities and its federal award programs;
8. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
9. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
10. For following up and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
11. For submitting the reporting package and data collection form to the appropriate parties;
12. For making the auditor aware of any significant vendor relationships where the vendor is responsible for program compliance;

Mr. Jeff Davis, Mayor  
City of Belton, Missouri  
March 16, 2018  
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13. To provide us with:
  - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters;
  - b. Additional information that we may request from management for the purpose of the audit; and
  - c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
14. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
15. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets; and
16. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility (a) for the preparation of the supplementary information in accordance with the applicable criteria, (b) to provide us with the appropriate written representations regarding supplementary information, (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information, and (d) to present the supplementary information with the audited financial statements, or if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

Mr. Jeff Davis, Mayor  
City of Belton, Missouri  
March 16, 2018  
Page 8

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

### **Fees**

Michael E. Groszek, CPA, is the engagement partner for the audit services specified in this letter. His responsibilities include supervising the audit services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report. He will also present the audit to the City Council at one public meeting.

Our fees are based on the amount of time required at various levels of responsibility, plus actual out-of-pocket expenses. Invoices will be rendered as work progresses and are payable upon presentation. We estimate that our fee for the Audit and preparation of Financial Statements and Single Audit to be \$57,000.

We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. Whenever possible, we will attempt to use City personnel to assist in the preparation of schedules and analyses of accounts. This effort could reduce our time requirements and facilitate the timely conclusion of the audit.

### **Other Matters**

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

The audit documentation for this engagement is the property of Troutt, Beeman & Co., P.C. and constitutes confidential information. However, we may be requested to make certain audit documentation available to state and federal agencies and the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Troutt, Beeman & Co., P.C. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.



Mr. Jeff Davis, Mayor  
City of Belton, Missouri  
March 16, 2018  
Page 9

We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report. Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

At the conclusion of our audit engagement, we will communicate to those charged with governance the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

### **Non-Attest Services**

As part of our audit we will perform the non-attest services of assisting you in preparing the financial statements, notes to the financial statements, and the supplemental information. With respect to the non-attest services we perform, management is responsible for a) making all management decisions and performing all management functions; b) assigning a competent individual to oversee the services; c) evaluating the adequacy of the services performed; d) evaluating and accepting responsibility for the results of the services performed; and e) establishing and maintaining internal controls, including monitoring ongoing activities.

Mr. Jeff Davis, Mayor  
City of Belton, Missouri  
March 16, 2018  
Page 10

In accordance with the requirements of Government Auditing Standards, we have attached a copy of our latest external peer review report of our firm for your consideration and files.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements compliance over major federal award programs including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Sincerely,

*Troutt, Beeman & Co., P.C.*

TROUTT, BEEMAN & CO., P.C.  
Harrisonville, Missouri

RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of the City of Belton, Missouri, by:

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

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

# **SECTION VIII**

## **I**

**AN ORDINANCE OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING THE MOWING AND ABATEMENT CONTRACT WITH KMT SERVICES, LLC FOR PUBLIC WORKS AND PLANNING AND BUILDING PROPERTIES.**

**WHEREAS**, the City has forty one (41) properties that the Public Works Department is responsible for mowing and edge trimming throughout the growing season; and

**WHEREAS**, the Planning and Building Department has the ability to abate properties that are out of compliance with City codes and regulations; and

**WHEREAS**, on April 22, 2014 City Council passed Ordinance No. 2014-3995 approving a service contract with KMT Services, LLC to provide mowing, edge trimming, and nuisance abatement services for the City for a three year period with the option of renewing the contract for two (2) additional one (1) year terms; and

**WHEREAS**, the final extension of the contract is set to expire in 2018 and a new contract is required for the new mowing season that is intended to begin early on April 1, 2018; and

**WHEREAS**, an Invitation to Bid for the Mowing, Edge Trimming, and Debris Removal Service Contract for Public Works and Planning and Building Properties was issued on February 9, 2018. An Optional Pre-Bid Conference was held on February 20, 2018, and the bid opening was held on March 6, 2018. Addendum 1 was added to the contract on February 23, 2018 after the Pre-Bid Conference to accurately reflect the properties maintained by the Public Works Department. Two contractors submitted bids: KMT Services, LLC, and Lawn Force. Bidders were also required to submit a Quality Assurance Plan that is scored based on 9 different criteria. Lawn Force submitted an incomplete bid to the City; however, their bid was still read and recorded. After evaluation of the bid prices and the Quality Assurance Plans, City staff determined that KMT Services, LLC had the lowest and best bid; and

**WHEREAS**, the Council believes that the Mowing and Abatement Contract with KMT Service, LLC for the mowing, edge trimming and debris removal services for Public Works and Planning and Building subject properties is beneficial to the City of Belton to beautify City properties and ensure code compliance within the City.

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

**Section 1.** The Mowing and Abatement Contract with KMT Services, LLC for Public Works and Planning and Building properties, 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.** 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 thereof are hereby repealed.

READ FOR THE FIRST TIME: March 27, 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 27<sup>th</sup> day of March, 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





## CITY OF BELTON CITY COUNCIL INFORMATION FORM

**AGENDA DATE:** March 27, 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 checked="" type="checkbox"/> Both Readings

**ISSUE/RECOMMENDATION:**

In order to beautify City properties and ensure code compliance within the City, an Invitation to Bid for the Mowing, Edge Trimming, and Debris Removal Service Contract for Public Works and Planning and Building Properties was issued on February 9, 2018. An Optional Pre-Bid Conference was held on February 20, 2018, and the bid opening was held on March 6, 2018. Addendum 1 was added to the contract on February 23, 2018 after the Pre-Bid Conference to accurately reflect the properties maintained by the Public Works Department. Two contractors submitted bids: KMT Services, LLC, and Lawn Force. Bidders were also required to submit a Quality Assurance Plan that is scored based on 9 different criteria. Lawn Force submitted an incomplete bid to the City; however, their bid was still read and recorded. After evaluation of the bid prices and the Quality Assurance Plans, City staff determined that KMT Services, LLC had the lowest and best bid

Staff recommends approval of a Mowing and Abatement Contract with KMT Services, LLC for Public Works and Planning and Building properties.

**BACKGROUND:**

The City has forty one (41) properties that the Public Works Department is responsible for mowing and edge trimming throughout the growing season. The Planning and Building Department will also have the ability to abate properties that are out of compliance with City codes and regulations under this contract.

On April 22, 2014, City Council passed Ordinance No. 2014-3995 approving a service contract with KMT Services, LLC to provide mowing, edge trimming, and nuisance abatement services for the City for a three year period with the option of renewing the contract for two (2) additional one (1) year terms. The final extension of the contract is set to expire in 2018, and a new contract is required for the new mowing season that is intended to begin early on April 1, 2018.

**IMPACT/ANALYSIS:**

**FINANCIAL IMPACT**

Contractor:	KMT Services, LLC	
Amount of Request/Contract:	\$	1,852.00 per weekly mowing cycle as needed
Amount Budgeted:	\$	72,400 (Transportation); 78,800 (Water Services); Planning and Building Inspections as needed
Funding Source:	225-0000-400-3020; 660-0000-400-3020; 010-2100-400-3020	
Encumbered:	\$	n/a
Funds Remaining:	\$	n/a

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

In order to beautify City properties and ensure code compliance, staff recommends approval of a Mowing and Abatement Contract with KMT Services, LLC for Public Works and Planning and Building properties.

**LIST OF REFERENCE DOCUMENTS ATTACHED:**

Ordinance

Bid Tabulation

Exhibit A – KMT Services, LLC Mowing and Abatement Contract and Addendum 1

**Bid Tabulation for Mowing and Abatement Contract  
for Public Works and Planning and Building Properties**

Contractor		Lawn Force	KMT Services, LLC
	Quantities		
1. Bel-Ray Blvd – 58 to roundabout – includes roundabout	Lump Sum	\$ 69.00	\$ 72.00
2. Oakland Avenue and 163 <sup>rd</sup> Street Northwest Corner	Lump Sum	\$ 25.00	\$ 18.00
3. 160 <sup>th</sup> Street and Eastern Avenue	Lump Sum	\$ 25.00	\$ 14.00
4. 155 <sup>th</sup> Street Bridge	Lump Sum	\$ 25.00	\$ 17.00
6. Quik Trip Way – Locust Hill to 163 <sup>rd</sup> Street	Lump Sum	\$ 99.00	\$ 35.00
7. East Side Peculiar Drive Commuter Area	Lump Sum	\$ 423.00	\$ 50.00
8. 15600 Terry Avenue	Lump Sum	\$ 25.00	\$ 14.00
9. 506 and 520 Main Street	Lump Sum	\$ 40.00	\$ 50.00
10. Loop Road	Lump Sum	\$ 35.00	\$ 14.00
11. Main Street Vacant lot	Lump Sum	\$ 25.00	\$ 9.00
13. Cherry Street and Scott Avenue	Lump Sum	\$ 25.00	\$ 14.00
14. 58 Highway and North Scott	Lump Sum	\$ 25.00	\$ 27.00
16. Ella Street and 58 Highway	Lump Sum	\$ 25.00	\$ 9.00
17. Hamilton Lane and Lacy Lane	Lump Sum	\$ 25.00	\$ 18.00
18. Markey Road and Westover Road	Lump Sum	\$ 25.00	\$ 14.00
19. Old Base / Bales Road, Both Sides of Markey Road	Lump Sum	\$ 50.00	\$ 35.00
20. Civil Defense / 174 <sup>th</sup> Street and South Benton Drive	Lump Sum	\$ 30.00	\$ 14.00
21. Street and Water Maintenance Facility / 1201 Street Barn Lane	Lump Sum	\$ 149.00	\$ 135.00
22. Peculiar Drive – Cambridge to North Cass Parkway / Center Islands Only	Lump Sum	\$ 114.00	\$ 81.00
23. Center Islands North and South of 163 <sup>rd</sup> Street on Markey Parkway	Lump Sum	\$ 59.00	\$ 60.00
24. Lacy Lane and Westside Drive Center Island	Lump Sum	\$ 25.00	\$ 15.00
25. 163 <sup>rd</sup> Street and Interstate 49 Corners	Lump Sum	\$ 40.00	\$ 45.00
26. 163 <sup>rd</sup> Street Center Islands	Lump Sum	\$ 60.00	\$ 60.00



**Bid Tabulation for Mowing and Abatement Contract  
for Public Works and Planning and Building Properties**

Contractor		Lawn Force	KMT Services, LLC
	Quantities		
27. 15506 Lawrence Avenue	Lump Sum	\$ 25.00	\$ 20.00
29. 17510 Montgall Drive vacant lot	Lump Sum	\$ 25.00	\$ 40.00
30. Markey Parkway South to Towne Center Drive and East Towne Center Drive	Lump Sum	\$ 129.00	\$ 90.00
32. Old Base / Markey and Bales Road	Lump Sum	\$ 89.00	\$ 25.00
33. 58 Highway and 71 Highway	Lump Sum	\$ 449.00	\$ 80.00
34. South Outer Road west side, Guardrail South to 58	Lump Sum	\$ 359.00	\$ 60.00
35. Apple Valley Retention Ponds and Corner	Lump Sum	\$ 34.00	\$ 90.00
36. Harris Retention Pond	Lump Sum	\$ 59.00	\$ 80.00
37. Wastewater Treatment Facility / 21200 South Mullen, including ditch line along Mullen and 211 <sup>th</sup> , (includes one pass along inside of fence) and including barn area, tree nursery, and berm sections.	Lump Sum	\$ 374.00	\$ 315.00
38. Holmes Road Water Tower (16401 S. Holmes Road)	Lump Sum	\$ 40.00	\$ 40.00
39. 300, 000 Gallon Water Tower (100 Hargis Lane)	Lump Sum	\$ 30.00	\$ 27.00
40. Cunningham Parkway Water Tower	Lump Sum	\$ 40.00	\$ 27.00
41. North Scott Pump Station (1624 North Scott Avenue)	Lump Sum	\$ 64.00	\$ 40.00
42. West Cimarron Pump Station (500 Markey and Cactus)	Lump Sum	\$ 54.00	\$ 22.00
43. East Cimarron Pump Station (Markey Road and Cimarron)	Lump Sum	\$ 25.00	\$ 22.00
44. Kentucky Lift Station (8412 East 161 <sup>st</sup> Street)	Lump Sum	\$ 45.00	\$ 14.00
45. Sunrise Gardens Lift Station (1204 East Cambridge Road)	Lump Sum	\$ 25.00	\$ 10.00
47. Markey Water Tower (617 Markey Lane)	Lump Sum	\$ 249.00	\$ 30.00

**Bid Tabulation for Mowing and Abatement Contract  
for Public Works and Planning and Building Properties**

<b>Contractor</b>		<b>Lawn Force</b>	<b>KMT Services, LLC</b>
	<b>Quantities</b>		
<b>Total</b>		\$ <b>3,558.00</b>	\$ <b>1,852.00</b>
Trash and Debris Removal	Hourly Rate	\$ <b>40.00</b>	\$ <b>30.00</b>
Trash and Debris Removal	1/2 Hourly Rate	-	\$ <b>20.00</b>
Trash and Debris Removal 0-3.5	Cubic Yard	\$ <b>50.00</b>	\$ <b>50.00</b>
Trash and Debris Removal 3.5-10	Cubic Yard	\$ <b>100.00</b>	\$ <b>95.00</b>
Trash and Debris Removal 10-20	Cubic Yard	\$ <b>200.00</b>	\$ <b>180.00</b>
Trash and Debris Removal 20 and above	Cubic Yard	\$ <b>210.00</b>	\$ <b>270.00</b>
Mowing Services on Small Properties	Per 1/4 acre	\$ <b>30.00</b>	\$ <b>55.00</b>
Mowing Services on Large Properties	Per 1/4 acre	\$ <b>20.00</b>	\$ <b>75.00</b>
Average QAP Score /40			39
All Bid Documents Included		INCOMPLETE	YES
<p>Lawn Force submitted an incomplete bid. KMT Services, LLC is the only other bidder, and they submitted a complete bid package. KMT Services, LLC will be awarded the contract because they are the lowest and best bidder.</p>			



ATTACHMENT NO. 3

CITY OF BELTON  
MOWING AND ABATEMENT CONTRACT

THIS Agreement ("Agreement") is between the City of Belton, Missouri, a constitutional charter city ("CITY"), and KMT Services LLC, a Limited Liability Co., authorized to conduct business in Missouri and located at 921 NW County Rd 12002, Adrian, MO 64720 ("CONTRACTOR"; CITY and CONTRACTOR each a "Party", and collectively the "Parties").

WHEREAS, CITY requires professional services for mowing and edge trimming for those City properties described herein;

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

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

ARTICLE 1 – EFFECTIVE DATE

The effective date of this Agreement shall be April 1, 2018 ("Effective Date").

ARTICLE 2 – SERVICES TO BE PERFORMED BY CONTRACTOR

CONTRACTOR shall provide mowing and edge trimming as described herein for the CITY's forty-seven (47) properties described on attachment 2, "Bid Sheet", ("Public Works Properties"). Mowing and edge trimming shall be performed weekly during the heavy growing seasons, as determined by the CONTRACTOR subject to the approval of the CITY's Transportation Division. In periods of dry weather, as determined by the CONTRACTOR subject to the approval of the CITY Transportation Division, the mowing frequency will be lessened to an approximate eight (8) to fourteen (14) day period. Mowing and edge trimming shall not occur before April 1 or after November 1 unless specifically requested by the CITY's Transportation Division. CONTRACTOR shall furnish all labor, tools, equipment, materials and supervision for the performance of all operations defined herein. The services provided shall include mowing all Public Works Properties and edge trimming around all fixed natural and man-made structures in the Public Works Properties, including but not limited to buildings, trees, fence lines, sidewalks, curbs, planting beds, parking areas and similar structures. The services shall also include the blowing of all grass and mowing clippings from sidewalks, curb lines, parking areas, landscaped areas, mulch beds and any other non-turf areas, and back into the mowed areas. Blowing the clippings into the CITY's storm sewer system (e.g., boxes, gutters, etc.) may, at the election of and in the sole discretion of the CITY, result in immediate termination of this Agreement. All trash and or other debris in mowing areas must be removed prior to mowing and disposed of by the CONTRACTOR in an appropriate manner. CONTRACTOR, as opposed to sub-contractors of CONTRACTOR, must perform at least seventy-five percent (75%) of the services described herein, measured by the "per mowing" costs set forth below, throughout the term of this Agreement. The Public Works Properties, and location-specific instructions is attached hereto as **Attachment 2** and a map of locations, which is attached hereto as **Attachment 8**:

In addition, mowing and edge trimming shall be performed as authorized and directed in writing by the Planning and Building Department. A work order shall be given to the CONTRACTOR authorizing work for each individual abatement. A sample of this work order is included as attachment 6. CONTRACTOR shall furnish all labor, tools, equipment, materials and supervision for the performance of all operations defined herein. The timeframe to complete this work shall be strictly adhered to. For mowing services, the CONTRACTOR shall have a maximum of seventy-two (72) hours to complete the work order from the time the work order has been authorized. For trash and debris removal, the CONTRACTOR shall have a maximum of forty-eight (48) hours to complete the work order from the time the work order has been authorized. Special consideration shall be made for weather delays. The amount billed for each abatement will be dependent on the time worked and billed as a fraction thereof down to a 10<sup>th</sup> of the hour. Each location will vary on type and size of lot and separate hourly rates shall be quoted based off the following criteria.

**Mowing services on developed properties – small**

- ii. *Description* – Fenced yards and/or small yards where brush hogs or large tractors cannot be used
- iii. *Lot size* – Not over 12,000 sq. ft.
- iv. *Finished Product* – Mow to a height of not greater than 4" or shorter than 2" and edge trim around house and fencing. All grass clippings must be spread evenly over the lot. No wind-rowing allowed. Grass must be blown off streets and/or sidewalks.

**Mowing services on undeveloped properties**

- v. *Description* – Usually by tractor with brushhog and/or sickle bar and/or attached rotary
- vi. *Finished product* – Mow to a height of not more than 6". All grass clippings are spread evenly over the lot. If this cannot be accomplished, grass clippings must be removed.

**Mowing services on developed or undeveloped properties – large**

- vii. *Description* – Lot size greater than ½ acre

**Trash and debris removal**

- viii. *Description* – Remove trash and debris as authorized from the Planning and Building Department. A certified landfill / or dumpster hauler shall be used for disposal of all trash and debris. All costs associated with the removal shall be included on a ½ hour or hourly rate.

**ARTICLE 3 – PERIOD OF SERVICE**

Unless sooner terminated as provided herein and subject to an annual Contract Services Performance Appraisal, this Agreement shall remain in force for a period of three (3) years. Performance appraisals of the CONTRACTOR shall be completed on an annual basis concurrently with negotiations for any variation in price or hourly rate due to any scope changes. The performance appraisal form is attached hereto as **Attachment 7**. The Director of Public Works is authorized to extend the agreement for two (2) subsequent one-year periods. The total term of the contract shall not exceed five (5) years.

**ARTICLE 4 – COMPENSATION**

For Public Works services performed by CONTRACTOR, the CITY shall pay the CONTRACTOR, an amount not to exceed 1852 and NO/100 Dollars (\$ 1852.00) "per mowing" for the entire forty-seven (47) Public Works Properties.

For Planning and Building services performed by the CONTRACTOR, the CITY shall pay the CONTRACTOR, an amount as follows:

- Mowing services on developed properties – small Hourly rate \$ 30<sup>00</sup>
- Mowing services on undeveloped properties Hourly rate \$ 50<sup>00</sup>
- Mowing services on developed or undeveloped properties – large Hourly rate \$ 50<sup>00</sup>
- Trash and debris removal Hourly rate \$ 30<sup>00</sup>

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.

Monthly invoices shall be submitted by the CONTRACTOR to the CITY for payment covering services performed during the preceding month. 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.

CONTRACTOR shall provide proof of compliance with the CITY's tax ordinances as a precondition to the CITY making the first payment under this Agreement. If CONTRACTOR performs work on an Agreement that is for a term longer than one year, the CONTRACTOR also shall submit to the CITY proof of compliance with the CITY's tax ordinances as a condition precedent to the CITY making final payment under the Agreement.

**ARTICLE 5 – BOND**

The CONTRACTOR shall furnish a surety bond, in the amount of, at least 40% of the total annual cost for mowing services for Public Works Properties, as security for the faithful performance of this Agreement and for payment of all persons performing labor and furnishing materials in connection with this Agreement. The bond shall be from a surety company authorized to do business in the State of Missouri and in a form acceptable to the CITY. Expenses related to the surety bond shall be the responsibility of the CONTRACTOR.

**ARTICLE 6 – PERMITS AND LICENSES**

The CONTRACTOR, and any subcontractor hired by the CONTRACTOR, shall procure a CITY of Belton Occupation License, which license(s) shall be in effect at all times during the term of

this Agreement. CONTRACTOR will abide by all applicable laws, regulations and ordinances of all federal, state and local governments in which work under this Agreement are performed and shall contractually require the same of all its subcontractors performing work under this Agreement. The CONTRACTOR, and any subcontractor hired by the CONTRACTOR, must furnish and maintain certification of authority to conduct business in the State of Missouri at all times during the term of this Agreement.

#### **ARTICLE 7 – CHANGES, DELETIONS OR ADDITIONS TO AGREEMENT**

Either Party may request, subject to approval of the other Party, changes within the general scope of this Agreement. If a requested change, approved by each Party, causes an increase or decrease in the compensation or Period of Services stated in this Agreement, CITY and CONTRACTOR will agree to an equitable adjustment of the compensation, Period of Services or both and will reflect such adjustment in a change order. All change orders shall be in writing, approved by CITY'S representative, and executed by the CITY prior to the CONTRACTOR performing any work pursuant to the change order.

#### **ARTICLE 8 – LIABILITY AND INDEMNIFICATION**

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

#### **ARTICLE 9 – INSURANCE**

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

1. Commercial General Liability Insurance with limits of \$2,500,000 per occurrence and \$2,500,000 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 \$2,500,000
- d. No Contractual Liability Limitation Endorsement



- e. Additional Insured Endorsement, ISO form CG20 10, current edition, or its equivalent

2. Workers' Compensation and Employer's Liability Insurance shall be provided in accordance with statutory limits. Employer's Liability insurance shall be provided in amounts not less than \$500,000 per accident for bodily injury by accident; \$500,000 policy limit by disease; and \$500,000 per employee for bodily injury by disease.

3. Commercial Automobile Liability Insurance with a limit of \$2,500,000 per occurrence, covering owned, hired, and non-owned automobiles. Coverage provided shall be 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 CONTRACTOR.

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 Commercial General and Automobile Liability Insurance 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 at execution of this Agreement a certificate of insurance showing all required endorsements and additional insureds. 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; its failure to do so will not relieve it of any contractual obligation or responsibility. In the event of CONTRACTOR's failure to maintain the required insurance in effect, CITY may order CONTRACTOR to immediately stop work, and upon ten (10) days notice and an opportunity to cure, may pursue its remedies for breach of this Agreement as provided for herein and by law.

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

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

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



CONTRACTOR is entitled to such extensions upon presentation of documentation of the periods of such delays.

#### **ARTICLE 11 – TERMINATION**

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

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

#### **ARTICLE 12 – SEVERABILITY**

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

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

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

#### **ARTICLE 14 – ASSIGNMENT**

CONTRACTOR shall not assign any rights or duties under this Agreement without the prior written consent of the CITY. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. If CONTRACTOR assigns or transfers any part of CONTRACTOR's obligations under this Agreement without the prior written approval of CITY, such assignment or transfer shall constitute a material breach of this Agreement; provided, however, the Parties acknowledge that

CONTRACTOR may subcontract up to twenty-five percent (25%) of the CONTRACTOR services described herein.

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

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

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

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

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

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

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

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

CONTRACTOR will send to each labor union or representative of workers with which he or she has a collective bargaining agreement or other contract or understanding a notice to be

provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the CONTRACTOR commitment under this Article and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

#### ARTICLE 19 – COMPLIANCE WITH LAWS

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

#### ARTICLE 20 – COMMUNICATIONS AND NOTICES

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

CONTRACTOR: Steve Lincoln KMT Services 987 New County Rd 12002  
St Lincoln @ kmtservices.net Adrian, MO 64720

CITY: Misha Miller-Gilmore, Assistant City Engineer, 520 Main Street, Belton, MO 64012 or  
mmillergilmore@belton.org;

and

Monte Johnson, Transportation Superintendent, 1201 Street Barn Lane, Belton, MO 64012 or  
mjohnson@belton.org;

and

Don Tyler, Water Services Division Manager, 1201 Street Barn Lane, Belton, MO 64012 or  
dt Tyler@belton.org

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

#### ARTICLE 21 – SEPARATE AGREEMENTS

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

**ARTICLE 22 – SURVIVAL OF TERMS**

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

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

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

**ARTICLE 24 – WAIVER**

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

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

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

**ARTICLE 26 – FEDERAL WORK AUTHORIZATION PROGRAM**

As a condition to an award of a contract greater than \$5,000, CONTRACTOR shall enroll in or be enrolled in a Federal Work Authorization Program. CONTRACTOR shall deliver to the CITY an Affidavit of Enrollment in a Federal Work Authorization Program stating the CONTRACTOR is enrolled and participates in a Federal Work Authorization Program with respect to the employees working in connection with the contracted services and CONTRACTOR does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

**ARTICLE 27 – CONFLICT OF INTEREST**

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

**ARTICLE 28 - ENTIRE AGREEMENT**

This Agreement contains the entire agreement of the Parties. Except as otherwise provided herein, no modification, amendment, or waiver of any of the provisions of this Agreement shall be effective unless in writing specifically referring hereto, and signed by both Parties.

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

Handwritten signature or initials in the bottom right corner of the page.



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

*KMT Services 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 1 day of MARCH, 20 18.

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:  
KMT Services LLC  
987 N.W. County Rd 1800N  
Adrian MO 64720

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

Printed Name: Jeff Davis

Title: Mayor

By: Steve Lincoln

Printed Name: Steve Lincoln

Title: Managing Member

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

Printed Name: Patti Ledford

Title: City Clerk

(Affix City Seal)  
applicable)

Attested By: Tyler Lincoln

Printed Name: Tyler Lincoln

Title: Member

(Affix Corporate Seal, if applicable)

Approved as to form:

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

*SL*



**CITY OF BELTON**  
 520 Main Street  
 Belton, MO 64012  
 (816) 331-4331  
 Fax (816) 331-6973

**INVITATION TO BID NO: 18-003/225-0000-400-3020**  
**MOWING, EDGE TRIMMING AND DEBRIS REMOVAL SERVICE CONTRACT FOR**  
**PUBLIC WORKS AND PLANNING AND BUILDING PROPERTIES BID**  
**MARCH 6, 2018**

Bidders on Bid No: 18-003/225-0000-400-3020 are hereby notified that the following addenda are made to the Project Contract Documents. Bids to be submitted on March 6, 2018 shall conform to these addenda and receipt of this Addendum shall be through Drexel Technologies and acknowledged by attaching the addenda to the Bid package. This addendum adds, changes, or clarifies the following:

**Item 1: Modification and Deletion**

Changes to be made to the following: Scope of Work – (a) Public Works Department – Public Works Properties, Attachment 2 Bid Sheet, and Attachment 8 Maps

Remove from location list:

- 5. ROM Corner and 163rd Street
- 12. South Scott / Walnut Street to Belton Middle/ Freshman Center
- 15. North Scott Avenue and 155th Street/ 155th Street and 71 Highway
- 28. Guardrails along 155th Street
- 31. West Lower portion of South Markey Parkway
- 46. Cedar Tree Lift Station (Behind Cedar Tree Shopping Center)

Attachment 8 maps have been edited on the following locations and correct maps are attached to this addendum:

- 2. Oakland Avenue and 163rd Street Southwest Corner  
     Now Reads: Oakland Avenue and 163rd Street Northwest Corner
- 4. 155th Street Bridge
- 6. Quik Trip Way – Locust Hill to 163rd Street
- 9. 506 and 520 Main Street
- 10. Loop Road
- 25. 163rd Street Overpasses only  
     Now Reads: 163<sup>rd</sup> Street and Interstate 49 Corners
- 30. Markey Parkway South to past culvert before Towne Center Drive  
     Now Reads: Markey Parkway South to Towne Center Drive and East Towne Center Drive
- 42. West Cimarron Pump Station (500 Markey and Cactus)
- 43. East Cimarron Pump Station (Markey Road and Cimarron)

**Item 2: Modification and Addition**

Changes to be made to the following: Scope of Work – (b) Planning and Building Department – d. Trash and Debris Removal

Contract Reads: Description - Remove trash and debris as authorized from the Planning and Building Department. A certified landfill or dumpster hauler shall be used for disposal of all trash and debris. All costs associated with the removal shall be included in the 1/2 hour and hourly rates.

**Contract Now Reads:** Remove trash and debris as authorized from the Planning and Building Department. A certified landfill or dumpster hauler shall be used for disposal of all trash and debris. The contractor shall provide 1/2 hour and hourly rate pricing for labor and equipment and shall also provide pricing based off a cubic yard (CY) rate as described below. The amount of debris to be removed shall be agreed upon by the Planning and Building Department and Contractor prior to work beginning and documented on work order.

0-3.5 CY	\$ (Do not put price here)
3.5-10 CY	\$ (Do not put price here)
10-20 CY	\$ (Do not put price here)
20 CY and above	\$ (Do not put price here)

Addition to Attachment 2 Bid Sheet

**Add section e to Bid Sheet.** Please provide price per CY for trash and debris removal on this addendum only.

e. Trash and debris removal

0-3.5 CY	\$ 50 <sup>00</sup>
3.5-10 CY	\$ 95 <sup>00</sup>
10-20 CY	\$ 180 <sup>00</sup>
20 CY and above	\$ 270 <sup>00</sup>

Pricing above shall be added to Contract Documents on page 10 below trash and debris removal

**Item 3: Modification, Deletion and Addition**

Changes to be made to the following: Scope of Work – (b) Planning and Building Department – a. Mowing Services on developed properties – small, b. Mowing services on undeveloped properties, and c. Mowing services on developed or undeveloped properties – large.

Contract Reads: The amount billed for each abatement will be dependent on the time worked and billed as a fraction thereof down to a 10<sup>th</sup> of the hour. Each location will vary on type and size of lot and hourly rates shall be quoted based off the following criteria.

- a. Mowing services on developed properties – small
  - i. Description – Fenced yards and/or small yards where brush hogs or large tractors cannot be used
  - ii. Lot size – Not over 12,000 sq. ft.

iii. Finished Product – Mow to a height of not greater than 4” or shorter than 2” and edge trim around house and fencing. All grass clippings must be spread evenly over the lot. No wind-rowing allowed. Grass must be blown off streets and/or sidewalks.

b. Mowing services on undeveloped properties

i. Description – Usually by tractor with brushhog and/or sickle bar and/or attached rotary  
ii. Finished product – Mow to a height of not more than 6”. All grass clippings are spread evenly over the lot. If this cannot be accomplished, grass clippings must be removed.

c. Mowing services on developed or undeveloped properties – large

i. Description – Lot size greater than 1/2 acre

**Contract Now Reads:** The amount billed for each abatement will be dependent on the size of the lot mowed and billed in 1/4 acre increments rounding to the next highest increment.

Example: 1 and 5/8 acres will be billed at 1 3/4 acres total

Example: 2 and 7/8 acres will be billed at 3 acres total

a. Mowing service on small properties

i. Description – Fenced yards and/or small yards where brush hogs or large tractors cannot be used

ii. Lot size – Not over 1/2 acre

iii. Finished Product – Mow to a height of not greater than 4” or shorter than 2” and edge trim around house and fencing. All grass clippings must be spread evenly over the lot. No wind-rowing allowed. Grass must be blown off streets and/or sidewalks.

b. Mowing services on large properties

i. Description – Usually by tractor with brushhog and/or sickle bar and/or attached rotary

ii. Lot size – Over 1/2 acre

iii. Finished Product – Mow to a height of not more than 6”. All grass clippings are spread evenly over the lot. If this cannot be accomplished, grass clippings must be removed.

Deletion and Addition to Attachment 2 Bid Sheet

**Delete sections a, b, and c under Planning and Building.**

**Add sections f and g to Bid Sheet.** Please provide price per mowing for 1/4 acre increments for small properties and for large properties on this addendum only.

f. Price for mowing services on small properties \$ 55<sup>00</sup> per 1/4 acre

g. Price for mowing services on large properties \$ 75<sup>00</sup> per 1/4 acre

Pricing above shall be added to Contract Documents on page 10 below trash and debris removal

NOTE: Bidders must sign and date all addendums and submit with the bid documents for the Mowing, Edge Trimming and Debris Removal Service Contract for Publics Works and Planning and Building Properties Bid. The bids will be accepted until Tuesday, March 6, 2018 at 10:00 a.m.

Signature:

*Steve L...*

Date:

3-1-18

*SL*

**SECTION VIII**  
**J**



**AN ORDINANCE OF THE CITY OF BELTON, MISSOURI APPROVING A COST-SHARING AGREEMENT WITH MID-AMERICA REGIONAL COUNCIL (MARC) FOR THE KANSAS CITY METROPOLITAN REGIONAL AERIAL PHOTOGRAPHY PROJECT AT A COST OF \$3,326.36.**

**WHEREAS**, the Kansas City Metropolitan Region Aerial Photography Project (the "Project") is a project that involves the acquisition of orthophotography, Digital Elevation Model, and their corresponding metadata for areas in the Kansas City Metropolitan Region. The Project has been established by KC MetroGIS (the "Consortium"), the Kansas City region's GIS consortium; and

**WHEREAS**, the Consortium has identified that an overall reduced cost will be achieved pursuant to economies of scale if the governmental agencies in the Region work together for a consolidated purchase of the imagery; and

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

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

**WHEREAS**, the City of Belton has participated in the Kansas City Metropolitan Aerial Photography Project previously (Ordinance 2012-3796; Ordinance 2014-3977; Ordinance 2016-4192); and

**WHEREAS**, the most recent aerial photography that the City has available is over two years old. The City needs an updated aerial to be able to create more reliable data, make more informed decisions, plan more effectively, etc. The Mid-America Regional Council (MARC) is coordinating a Kansas City metro-wide cost-share aerial photography acquisition that will allow the City of Belton to procure aerial photography at a reduced cost. MARC is also making available for the first time Light Detection and Ranging (LIDAR) data that detects elevation values in roads, buildings, and bridges. It makes it easier and quicker to capture elevation height. LIDAR can be used to create Digital Elevation Models (DEMs) and contour data. This data can be used to determine slope, run-off during heaving rainfall events, and flood-prone areas to name a few. LIDAR can also be used to create watershed and stream delineation to calculate watersheds for particular water channels and find out stream channels for over land flooding. LIDAR will also enhance our mapping to show a 3D view making it easier to plan roads, buildings, bridges, and rivers. The cost of the aerial photography and LIDAR data will be \$3,326.36; and

**WHEREAS**, the City Council has approved of this partnership and the City has participated in the cost-sharing of aerial photography since 2012 and believes continued participation will benefit the citizens of Belton.

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

**SECTION 1.** The Cost-Sharing Agreement for the Kansas City Metropolitan Regional Aerial Photography Project between the Mid-America Regional Council (MARC) and

the City of Belton, herein attached and incorporated as **Attachment 1**, 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 take effect and be in full force and effect from and after its passage and approval.

**Section 3.** That all ordinance or parts of ordinances in conflict with the provisions hereof are hereby repealed.

READ FOR THE FIRST TIME: March 27, 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 27<sup>th</sup> day of March, 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:  
NAYES:                 COUNCILMEN:  
ABSENT:                COUNCILMEN:

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



## CITY OF BELTON CITY COUNCIL INFORMATION FORM

**DATE:** March 27, 2018

**DIVISION:** Public Works/GIS

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

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

**ISSUE/RECOMMENDATION:**

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

The most recent aerial photography that the City has available is over two years old. The City needs an updated aerial to be able to create more reliable data, make more informed decisions, plan more effectively, etc. The Mid-America Regional Council (MARC) is coordinating a Kansas City metro-wide cost-share aerial photography acquisition that will allow the City of Belton to procure aerial photography at a reduced cost. MARC is also making available for the first time Light Detection and Ranging (LIDAR) data that detects elevation values in roads, buildings, and bridges. It makes it easier and quicker to capture elevation height. LIDAR can be used to create Digital Elevation Models (DEMs) and contour data. This data can be used to determine slope, run-off during heaving rainfall events, and flood-prone areas to name a few. LIDAR can also be used to create watershed and stream delineation to calculate watersheds for particular water channels and find out stream channels for over land flooding. LIDAR will also enhance our mapping to show a 3D view making it easier to plan roads, buildings, bridges, and rivers. The cost of the aerial photography and LIDAR data will be \$3,326.36.

**FINANCIAL IMPACT/ANALYSIS:**

Contractor:	Mid-America Regional Council		
Amount of Request/Contract:	\$	3,326.36	
Amount Budgeted:	\$	3,326.36	
Funding Source:	010-2000-400-3020 (\$1,750.00) and 010-2000-400-3025 (\$1576.36)		
Additional Funds:	\$	N/A	
Funding Source:	N/A		
Encumbered:	\$	N/A	
Funds Remaining:	\$	N/A	

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

Approve a Cost-Share Agreement with MARC for the Kansas City Metropolitan Regional Aerial Photography Project at a cost of \$3,326.36 at the regular Council meeting on March 27, 2018.

**LIST OF REFERENCE DOCUMENTS ATTACHED:**

- Ordinance
- Cost-Sharing Agreement with Exhibits A, B, and C
- Cost-Sharing Memo
- Cost-Sharing Agreement Invoice



## COST SHARING AGREEMENT

This Cost Sharing Agreement (the "Agreement") is made effective as of this 2nd day of March, 2018, by and between Mid-America Regional Council ("MARC") and the City of Belton, Missouri (the "Participant").

### WITNESSETH

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

WHEREAS, the Committee has identified that an overall reduced cost will be achieved pursuant to economies of scale if the governmental agencies in the Region work together for a consolidated purchase of the Orthos and Lidar where possible;

WHEREAS, cost sharing measures have been applied to distribute the overall cost of the Orthos and Lidar between the various agencies participating in the Project (the "Participating Agencies");

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

1. Representatives from jurisdictions across the MARC region, including Leavenworth, Johnson and Wyandotte Counties in Kansas, and Jackson, Platte and Clay County, and the City of Raymore in Missouri.
2. Mid-America Regional Council, Missouri Department of Conservation (MDC), Kansas Data and Access Center (DASC)

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

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

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

1. Services. Pursuant to the Contract for Professional Services (the "Contracts") for Orthos, between MARC and Surdex Corporation, dated January 22, 2018, and for Lidar between MARC and Kucera International, dated March 1, 2018 (the "Contractors"), included as Exhibits A and B and incorporated herein by reference, the Contractors and/or its subcontractors identified in Exhibits A and B will prepare the Orthos and/or Lidar (the "Services"). MARC

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

2. Payment for Services. As compensation for the Services provided by the Contractors for the benefit of Participant relating to the Orthos, Lidar, and any Lidar derivatives. Participant agrees to pay an amount not to exceed **\$3,326.36** (the "Services Fee") to MARC. The amount is based on (a) an estimate of the number of Participating Agencies, (b) the cost matrix provided by the Contractors in the contracts, and (c) the cost sharing document, which is named "CostShare2018" is included hereto as Exhibit C. To cover the costs of contract management and administration, MARC is including an Administrative Fee to the Services Fee. The Services Fee shall be transferred to MARC within forty-five (45) days upon receipt of an invoice from MARC and the execution of this Agreement. The Services Fee will be kept by MARC in a designated fund that will be used to pay for the Orthos, Lidar, Lidar Derivatives and any other expenses incurred by MARC pursuant to this Agreement or the Contracts. In the event of a change in the number of Participating Agencies that agree to contribute to the Project after the execution of this Agreement, the Services Fee shall be recalculated as provided above and adjusted accordingly. At the conclusion of the Project, MARC will return to the Participant any remaining portion of the Services Fee not paid to the Contractors as provided in this Agreement.

- a. The Services Fee for the Participant, is the raw cost to fly the Orthos and Lidar for areas within Cass County less any Missouri Department of Conservation contribution to Ortho funding. The fees for Orthos and Lidar are then shared between the cities within Cass County participating in each respective project. Any derivative products generated from the Orthos or Lidar solely for the Participant are not included in the Services Fee. A MARC Administrative Fee is included for all services. Please reference the attachment 'CostShare2018' for fee details.

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

4. Review and Approval of the Lidar. Each participating county or city, and members of the Imagery Workgroup, (collectively, the "Reviewers", and individually, a "Reviewer") shall review all Lidar data relating to the Project. Each Reviewer will either review their respective Lidar data or give notice to MARC of their desire to be a part of a Reviewers comprehensive review of the data. Each type of Reviewer(s) will review the Lidar data pursuant to their respective quality control procedures, and coordinate between any Participating Agencies that have overlapping boundaries. Lidar data that do not adhere to the quality standards described in the Contract or the quality control standards of the respective Reviewers will be handled according to the Contract.



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

6. Receipt of Images and Data. After final approval and receipt of the Orthos and Lidar Data and any derivatives by each Reviewer, the Reviewer or MARC (if designated by the Participant) will deliver images to each Participating Agency within its boundaries according to a method agreed to by a majority of the Participating Agencies.

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

8. The Missouri Department of Conservation (MDC). MDC is a Participating Agency and is contributing \$10,000 to the Ortho portion of the project. MARC will distribute the MDC contribution to the project evenly among all the local Participating Agencies that are within Missouri and based on the number of square miles acquired. The MDC will receive a copy of the Orthos that are within Missouri. Payment by MDC will be made to MARC and will be due thirty (30) days after the date that MDC accepts the Orthos.

9. MARC's Receipt and Use of Orthos and Lidar Data. Participant agrees that MARC will receive a copy of the Orthos and Lidar Data for use in its role as the Region's Metropolitan Planning Organization and Council of Governments. After each Reviewer gives final approval to all of its respective Orthos and Lidar Data, MARC will receive a copy of that Reviewer's Orthos and Lidar Data directly from the Contractors. MARC will make a copy of the Orthos and provide a copy to MDC. MARC may print a hard copy, or export a PDF or non-georeferenced JPEG of any Ortho and Lidar Data within the Region and may sell or otherwise distribute according to its currently adopted policy; provided, however, that MARC will not sell

or distribute digital copies of the original Orthos and Lidar Data and MARC understands that it is the intent of this Agreement that each Participating Agency will remain the primary point of distribution for the Orthos and Lidar Data within its jurisdictional boundaries.

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

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

12. Inspection of Books. Each party shall permit the other, upon reasonable request, to inspect its books and records relevant to the determination of the Services Fee, the Orthos and Lidar Data obtained and payments to the Contractors.

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

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

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

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

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

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

Notice to MARC:

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

Notice to Participant:

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

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

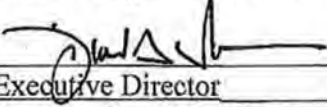
19. Headings. The headings of the various paragraphs of this Agreement are for convenience only and shall be accorded no weight in the construction of this Agreement.

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

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers duly authorized to do so on this \_\_\_\_ day of \_\_\_\_\_, 2018.

Mid-America Regional Council

By:   
Title: Executive Director  
Print Name: David A. Warm  
Date: 3/5/18

City of Belton, MO

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

**EXHIBIT A**

Orthophotography Contract

Attached to this Agreement by virtue of being included in the email correspondence titled, "Kansas City Regional Aerial Project 2018."

**EXHIBIT B**

Lidar Contract

Attached to this Agreement by virtue of being included in the email correspondence titled, "Kansas City Regional Lidar Project 2018."

**EXHIBIT C**

CostShare2018

Exhibit C allocates costs to Participating Agencies, and determines the dollar amounts each participant is invoiced for the project. It is attached to this Agreement by virtue of being included in the email correspondence.





## CONTRACT FOR PROFESSIONAL SERVICES

### **"2018 Kansas City Metropolitan Regional Aerial Photography Project"**

This Professional Services Agreement ("Agreement") is by and between Mid-America Regional Council, hereinafter referred to as "MARC", and Surdex Corporation, hereinafter referred to as "Contractor" and is effective this 22nd day of January, 2018.

#### WITNESSETH:

WHEREAS, the 2018 Kansas City Metropolitan Regional Aerial Photography Project (the "Project") is a project that involves the acquisition of orthophotography, Digital Elevation Models and their corresponding metadata (the "Orthos"), for areas in and around the Kansas City Metropolitan Region (the "Region"); and

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

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

WHEREAS, MARC issued a Request for Proposal (RFP), the terms and conditions of which are incorporated herein by reference but the terms and conditions of this Contract govern in the event of a conflict between the RFP terms and conditions and the Contractor's Proposal; and,

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

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

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

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

#### DEFINITIONS

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

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

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

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

### **SCOPE OF SERVICES**

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

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

### **TIME OF PERFORMANCE**

**Term** – The Contractor shall begin performing the Project upon the issuance of a written Notice to Proceed by MARC, and shall work diligently to complete the Project to the satisfaction of MARC, in accordance with the terms provided herein by September 15, 2018.

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

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

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

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

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

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

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

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

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

### **COMPENSATION**

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

This bid was for a total price of \$212,742 for the geographic area specified in the RFP, which included:

- i. 2,672 square miles of class 1, 4-band natural color imagery with 6-inch resolution at



\$78.22 per square mile,

- ii. Correction of building lean, \$162.50 per sq. mile for 23 sq. miles,
  - iii. Unique PLSS tiling at \$250 per county and Mr. SID tile compression at \$500 per county for those areas that request it, and
  - iv. A corrected DEM/DSM for the entire project area,
- a) The Contractor also included the capture and processing of a fourth, color-infrared band for the entire project area, at no additional charge.

Adjustments to RFP and Revised Contract Amount

Geographic Area – MARC agrees to pay the Contractor for the adjusted project area at a rate of \$78.22 per square mile for 6" areas. The current project geographic area is as mapped and attached in the Exhibit C.

The adjusted total accepted cost for the contract is \$212,742 based on 2,672 square miles of 6" resolution imagery at \$78.22 per square mile and the cost to collect additional flight lines and correct building lean for 23 sq. miles at \$162.50 per sq. mile.

Maximum Obligation - The total cost of the project shall not exceed \$212,742. Should MARC incur expenses to correct a default in material produced by Contractor, MARC shall be entitled to deduct and setoff against all compensation that may otherwise become due under this Agreement the sums paid by MARC, if the Contractor does not cure the failure within fourteen (14) days after receiving MARC's notice of such failure.

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

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

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

The Contractor will apply 10% retention to each invoice for product review by MARC until the Contractor has completed all of the Services described herein to the sole satisfaction of MARC based on contract requirements and MARC has accepted the final work product of the Contractor. The retainage is to be shown on the invoice as a separate line item.

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

### **CHANGES AND ADDITIONAL SERVICES**

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

### **TERMINATION**

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

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

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

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

### **ASSIGNMENT**

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



### **INDEPENDENT CONTRACTOR**

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

### **PROHIBITED INTERESTS**

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

### **CONFLICTS OF INTEREST**

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

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

### **INSURANCE**

The Contractor shall maintain commercial general liability, automobile liability, worker's compensation and employer's liability insurance in full force and effect to protect the Contractor from claims under Worker's Compensation Acts, claims for damages for personal injury or death, and for damages to property arising from the negligent acts, errors, or omissions of the Contractor and its employees, agents, and subconsultants in the performance of the Services covered by this Agreement, including, without limitation, risks insured against in commercial general liability policies.

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

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

- (i) Commercial General Liability: \$500,000.00 per claim up to \$1,000,000.00 per occurrence with umbrella liability aggregate up to \$5,000,000

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

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

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

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

#### **FEDERAL TERMS AND CONDITIONS**

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

#### **INDEMNIFICATION**

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

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

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

MARC, as a non-federal entity utilizing federal funds, is prohibited from contracting with or making subawards under covered transactions to parties that are suspended, debarred or otherwise excluded from, or ineligible for, participation in Federal assistance programs or

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

### **CONFIDENTIALITY**

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

### **DEFAULT**

In the event there is a default with respect to any of the provisions of this Agreement or its obligations under it, the non-defaulting party shall give the defaulting party written notice of such default. After receipt of such written notice, the defaulting party shall have fifteen (15) days in which to cure any monetary default and thirty (30) days in which to cure any non-monetary default, provided the defaulting party shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and the defaulting party commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. The non-defaulting party may not maintain any action or effect any remedies for default against the defaulting party unless and until the defaulting party has failed to cure the same within the time periods provided in this paragraph.

### **GOVERNING LAW**

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

**NOTICES**

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

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

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

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

**ENTIRE AGREEMENT**

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

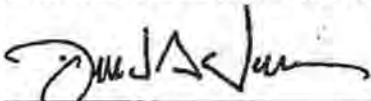
**COUNTERPARTS**

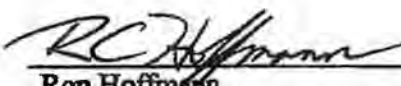
This Agreement may be executed in any number of counterparts, each of which is deemed to be an original and all of which constitute one agreement that is binding upon all of the parties hereto, notwithstanding that all parties are not signatories to the same counterpart.

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

MID-AMERICA REGIONAL COUNCIL

SURDEX CORPORATION

By:   
David A. Warm  
Executive Director  
Date: 2/6/18  
"MARC"

By:   
Ron Hoffmann  
President  
Date: 2/12/2018  
"Contractor"

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## **Exhibit A**

### **Scope of Services**

#### **Overview**

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

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

Imagery shall be captured during the leaf-off season when sun angle is most favorable — between mid-February and late March 2018. Final delivery of all imagery is targeted for September 15, 2018.

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

Project deliverables shall include:

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

The Contractor will include a twenty four month warranty period on defective products. In the event of a natural or man-made disaster, consultant agrees to make their best effort to re-fly affected / damaged areas for a period of up to twelve months from original acquisition.

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

## **Project Tasks**

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

### **Task 1: Project Communication**

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

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

### **Task 2: Ground Control and Flight Planning**

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

MARC will provide the DEM used for the 2016 project to the Contractor. The Contractor recognizes that this DEM is provided for review during the vendor selection process and agrees to make any required updates to the DEM within the extent defined in Exhibit C, should they be required to meet the specifications of this project, without increasing the stated cost of the Project.

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

### **Task 3: Imagery Capture**

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

Imagery shall be captured between mid-February and late March 2018, during the period when deciduous trees are barren (leaf-off). For the majority of the project area, imagery shall be collected between 10:00 a.m. and 2:00 p.m., local time, when the sun angle is not less than 30°. In areas where there is significant urban development with buildings three

stories or taller, every effort should be made to acquire the photography between the optimal 10:00 a.m. and 2:00 p.m. time frame.

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

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

#### **Task 4: Analytical Aerotriangulation**

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

#### **Task 5: Creation of Digital Orthophotography**

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

Digital orthophotography shall be created as color GeoTIFF files. Capture and processing of imagery will produce a six-inch ortho-product meeting the accuracy specifications defined for the project. The six-inch imagery will be tiled into the same 5,000 by 5,000 foot scheme used in the 2016 project and use the same naming convention.

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

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

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

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

The primary stakeholders involved in the Project will also be provided the opportunity to perform a quality review before making a final acceptance of the imagery. To support

this review, the Contractor will deliver the images directly to the Ortho Reviewers. Upon receipt of each delivery, the Ortho Reviewers will have thirty (30) days to review the images and notify the Contractor of required changes. The Contractor will then have thirty (30) days to resolve errors and return corrected Orthos to the Ortho Reviewers. The Ortho Reviewers will then have fifteen (15) days to review the corrections and notify the Contractor if there are any further problems. This cycle will continue until such Orthos meet the quality standards specified in Exhibit F (the "Acceptance Criteria"). Upon final approval of all of the Orthos in its respective jurisdiction, the Ortho Reviewer shall notify the Contractor and MARC that all Orthos are acceptable. The Contractor will then deliver a full set of the approved images for that Ortho Reviewer to MARC.

#### **Task 7: Product Delivery & Metadata**

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

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

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

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

## **Exhibit B**

### **Imagery Specifications**

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

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

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

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

The acquisition area is currently 2,672 square miles and includes all or portions of the following counties: Clay, Jackson, Platte and Cass counties in Missouri; and Johnson, Leavenworth and Wyandotte counties in Kansas.

See Exhibit C for the current project area.

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

Imagery shall be captured between mid-February and late March 2018, during the period when deciduous trees are barren. For the majority of the project area, it will be collected when the sun angle is not less than 30°. In areas where there is significant urban development with buildings three stories or taller, every effort should be made to acquire the photography between the optimal 10:00 a.m. and 2:00 p.m. time frame. If acquisition will need to be out of acceptable time windows, the Contractor must request approval from MARC.

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

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

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

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



**B.1.5 Scale of Imagery**

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

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

**B.1.6 Forward Overlap**

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

**B.1.7 Sidelap**

Sidelap between adjacent parallel flight lines shall average 55 percent ( $\pm 5$  percent). Any parallel flight lines having sidelap of less than 50 percent or greater than 60 percent will be rejected and re flown.

**B.1.8 Crab**

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

**B.1.9 Tilt**

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

**B.1.10 Flight Height**

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

**B.1.11 Reflights**

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

**B.1.12 Aircraft**

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

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

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

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

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

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

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

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

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

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

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

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

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

Field Surveys shall be required for two purposes:

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

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

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

Additional requirements, including documentation, are described below.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

Observation logs shall contain the following:

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **B.4.1 General**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

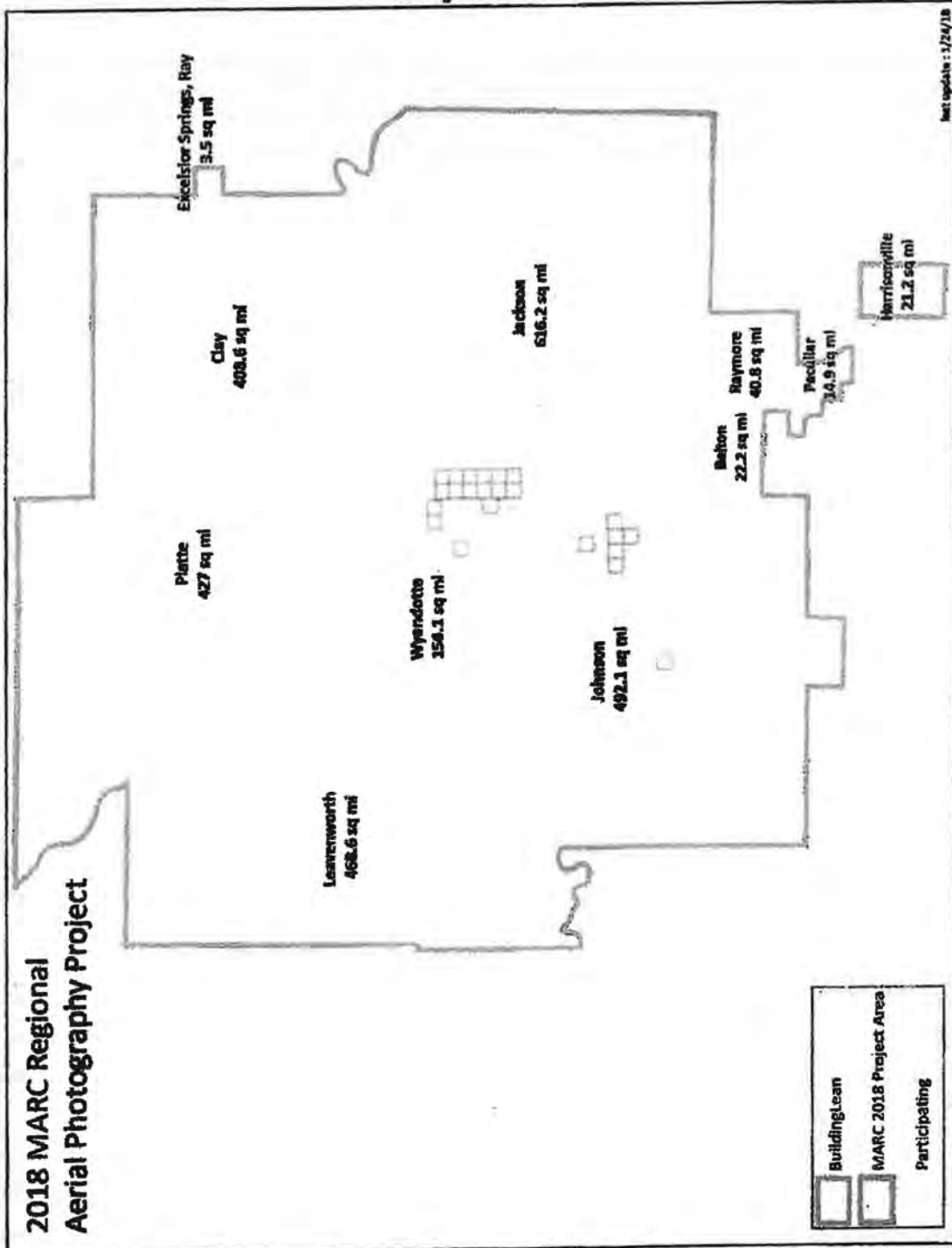
Join lines between overlapping images shall be chosen so as to minimize tonal variations. Localized adjustment of the brightness values shall be performed to minimize tonal differences between join areas.

**B.4.2.6 Image Quality**

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

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

## Exhibit C Project Area



Areas in red require additional fees for building lean.



**Exhibit D  
Project Schedule**

<b>Task 1: Ground Control and Flight Planning</b>	<b>Completion 2/15 - 3/7/2018</b>
<b>Task 2: Imagery Capture</b>	<b>Estimated completion 3/26/2018</b>
<b>Task 2a: Reference imagery delivery - L1</b>	<b>Estimated completion 3/26/2018</b>
(Assumes sample imagery will be provided (not all imagery))	
<b>Task 2b: Reference imagery review/approval</b>	<b>Five (5) days from receipt of imagery</b>
<b>Task 3: Analytical Aerotriangulation</b>	<b>Est. completion 4/13 - 5/12/2018</b>
<b>Task 4: Digital Orthophotography</b>	
<b>Task 4a: Pilot orthophoto delivery</b>	<b>Estimated completion 5/17/2018</b>
<b>Task 4b: Pilot orthophoto acceptance</b>	<b>Estimated completion 5/31/2018</b>
<b>Task 4c: Original orthophoto delivery</b>	<b>Completed by 8/1/2018</b>
<b>Task 5: Quality Assurance and Quality Control</b>	
<b>Task 5a: MARC Tile QC</b>	<b>Completed by 9/1/2018</b>
<b>Task 5b: Contractor. revisions to ortho tile QC</b>	<b>30 days after receipt from MARC</b>
<b>Task 6: Final Product Delivery &amp; Metadata</b>	<b>14 days after MARC QC approval</b>

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

**Exhibit E  
Quoted Project Costs**

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

**Costs provided in Surdex RFP response**

<b>Product/Service</b>	<b>RFP Square miles</b>	<b>Cost per Square Mile</b>
Six inch imagery, Class 1	2,672	\$78.22
4 Band IR capture	2,672	Included
4 Band IR processing		Included
Building Lean Reduction	23	\$162.50

<b>Additional Services</b>	<b>Cost Per County</b>
Cost per county to retile to PLSS Sections	\$250
Cost to create County Mr. SID mosaics	\$500

## Exhibit F Acceptance Criteria

<b>Digital Orthophotography Acceptance Criteria</b>	
<b>Item</b>	<b>Acceptability</b>
Media: USB external hard drive	Media is readable, all files accessible, no files corrupted
File Name	Conforms to the convention agreed upon by participating jurisdictions.
Data Format	GeoTIFF, MrSID; ArcGIS readable with georeferenced world files
Files must open in correct location	GeoTIFF images must georeference properly in ArcGIS 10.x
Tiling Scheme	5000' x 5000' or PLSS tiling scheme and including a tiling index stored as polygons attributed with the image tile numbers and delivered in ESRI shapefile format
Tiles	No void areas within tiles, except along outer edge of the flight region where needed to satisfy the 300' buffer requirement. No gaps or overlap between tiles.
Ground resolution	6" or 1' per regional map
Coverage	6 full counties and two partial counties + 300' beyond regional boundary. (Partial tiles are permissible along the outer boundary in order to complete the 300' outer buffer.)
Projection	Kansas State Plane North or Missouri State Plane West
Horizontal Datum	NAD 83/97
Units	U.S. Survey Feet
24 bit color	256 levels for each band, 0-black, 255-white
Metadata	FGDC Content Standard for each county. Provided in XML format readable by ArcGIS Desktop.
Horizontal Accuracy	6" pixels at 1"=100' will be within 1.0 ft RMSE, 1 ft pixels at 1"=400' will be within 4.0 ft RMSE, ASPRS Accuracy Standard for Large-Scale Maps, Class 1 Map Accuracy
Image appearance	The difference in average pixel values on either side of a mosaic seam-line should generally not exceed 50 (30 preferred), when measured on a homogeneous surface with similar characteristics (water surfaces are exempt from this requirement). Greater differences may be allowed if the correction will cause significant degradation of the image content on either side. No over or under saturation, or dropout. Not too dark or washed out. Not grainy or appear compressed. Color saturation is achieved so that minimum colors do not look like a grayscale and maximum colors do not bleed into another area of the image.

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

## Exhibit G Federal Terms and Conditions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**EQUAL EMPLOYMENT OPPORTUNITY (41 CFR Part 60-1.40).** During the performance of this Agreement, the Contractor agrees as follows:

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



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

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

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

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

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

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

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

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

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

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

**Exhibit H**

**Certificate of Debarment and Suspension**

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

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

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

By:   
Ron Hoffmann  
President

Date: 2/12/2018



## CONTRACT FOR PROFESSIONAL SERVICES

### **“2018 Kansas City Metropolitan Regional Lidar Project”**

This Professional Services Agreement (“Agreement”) is by and between Mid-America Regional Council, hereinafter referred to as "MARC", and Kucera International, hereinafter referred to as "Contractor" and is effective this 1st day of March, 2018.

#### WITNESSETH:

WHEREAS, the 2018 Kansas City Metropolitan Regional Lidar Project (the “Project”) is a project that involves the acquisition of, Lidar, and a derivative product of a Digital Elevation Model and their corresponding metadata, for areas in and around the Kansas City Metropolitan Region (the “Region”); and

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

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

WHEREAS, MARC issued a Request for Proposal (RFP), the terms and conditions of which are incorporated herein by reference but the terms and conditions of this Contract govern in the event of a conflict between the RFP terms and conditions and the Contractor's Proposal; and,

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

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

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

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

## **DEFINITIONS**

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

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

## **SCOPE OF SERVICES**

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

The contractor shall also produce the Lidar in accordance to the specifications provided in Exhibit B (the “Lidar Specifications”) for the area depicted in Exhibit C (the “Project Area”).

## **TIME OF PERFORMANCE**

**Term** – The Contractor shall begin performing the Project upon the issuance of a written Notice to Proceed by MARC, and shall work diligently to complete the Project to the satisfaction of MARC, in accordance with the terms provided herein by August 15, 2018.

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

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

**Extension of Term** - The time frame for the completion of the Project under this Agreement may be extended at MARC’s sole discretion upon request by the Contractor. Any request for an extension of time to complete the Project shall be made in writing to MARC. The Contractor shall provide to MARC, upon request, documentation to substantiate the justification for additional time needed to complete the Project. MARC shall provide the Contractor with written notice of its decision within fifteen (15) days of the date that MARC received the written extension request.

Liquidated Damages for Delay - Timely delivery of specified Lidar and related digital products is an imperative aspect of this project and Agreement. Pursuant to Title 48 of the Federal Acquisition Regulations, subpart 52.211-11, if Contractor fails to deliver or perform the services within the time specified in this Agreement, Contractor shall, in place of actual damages for delay, pay MARC liquidated damages for each calendar day of delay beyond the scheduled completion of Task 5: Final Product Delivery & Metadata specified in Exhibit D (Project Schedule) of this agreement. For the purposes of this Agreement and the liquidated damages described herein, completion of the aforementioned task occurs when not less than ninety percent (90%) of the Lidar has been delivered and all tasks previous to Task 5 in Exhibit D have also been completed.

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

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

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

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

### **COMPENSATION**

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

This bid was for a total price of \$150,743 for the geographic area specified in the RFP, which included:

- i. 1,145 square miles of USGS QL2 Lidar at \$115 per square mile for a total of \$131,675.
- ii. 8 square miles of USGS QL0 Lidar at \$987 per square mile for a total of \$7,896.



- iii. A corrected DEM/DSM for the entire project area,
- iv. Creation of basic classification for vegetation and structures from QL2 capture at \$14 per square mile for 493 square miles for a total of \$6,902.
- v. Generation of 2 foot contours directly from Lidar DEM (no spot elevation or text) at \$10 per square mile for 427 square miles for a total of \$4,270.

#### Adjustments to RFP and Revised Contract Amount

Geographic Area – MARC agrees to pay the Contractor for the adjusted project area at a rate of \$115 per square mile for USGS QL2 Lidar. The current project geographic area is as mapped and attached in Exhibit C.

The adjusted total accepted cost for the contract is \$150,743 based on 1,145 square miles of USGS QL2 Lidar at \$115.00 per square mile and 8 square miles of USGS QL0 Lidar at \$987 per square mile, plus additional derivative products.

Additions to the Project Area - Jurisdictions falling outside the Project Area defined in Exhibit C may buy into the project to acquire USGS QL2 Lidar at a rate of \$115.00 per square mile. The jurisdiction being added will cover any additional costs of any survey or DEM correction/development required for their area, and any fees applied by MARC for management purposes. Jurisdictions must be added three business days prior to the first day of acquisition. A written amendment signed by both parties is required for any additions to the Project Area and/or changes to the square miles covered by this project.

Modifications to Acquisition - Jurisdictions wishing to acquire QL1 or QL0 may do so at a rate of \$440.00 and \$775.00 respectively, per square mile, minimum of 20 square miles. For jurisdictions less than 20 square miles, the rate is \$575.00 and \$987.00 respectively. Jurisdictions must be added three business days prior to the first day of acquisition. A written amendment signed by both parties is required for any additions to the Project Area and/or changes to the square miles covered by this project.

Additional Products – Additional products to the base (QL2) Lidar deliverable, i.e, contour generation and further point classification and the fees associated to complete, may occur outside of this agreement via a written addendum signed by MARC and the contractor.

Maximum Obligation - The total cost of the project shall not exceed \$150,743. Should MARC incur expenses to correct a default in material produced by Contractor, MARC shall be entitled to deduct and setoff against all compensation that may otherwise become due under this Agreement the sums paid by MARC, if the Contractor does not cure the failure within fourteen (14) days after receiving MARC's notice of such failure.

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

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

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

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

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

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

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

#### **TERMINATION**

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

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

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

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

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

### **ASSIGNMENT**

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

### **INDEPENDENT CONTRACTOR**

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

### **PROHIBITED INTERESTS**

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

### **CONFLICTS OF INTEREST**

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

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

### **INSURANCE**

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

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

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

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

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

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

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

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

#### **FEDERAL TERMS AND CONDITIONS**

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

#### **INDEMNIFICATION**

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



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

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

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

#### **CONFIDENTIALITY**

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

#### **DEFAULT**

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



defaulting party may not maintain any action or effect any remedies for default against the defaulting party unless and until the defaulting party has failed to cure the same within the time periods provided in this paragraph.

### **GOVERNING LAW**

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

### **NOTICES**

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

John Antalovich [j.antalovich@Kucerainternational.com](mailto:j.antalovich@Kucerainternational.com)  
Kucera International Inc.  
38133 Western Parkway  
Willoughby, OH 44094  
440-975-4230 (Office)  
440-668-5634 (Cell)  
440-975-4238 (Fax)

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

Jakob A. Goldman [jgoldman@marc.org](mailto:jgoldman@marc.org)  
Jay P. Heermann [jheermann@marc.org](mailto:jheermann@marc.org)  
Mid-America Regional Council  
600 Broadway, Suite 200  
Kansas City, Missouri 64105-1659  
816-474-4240 (Office)  
816-421-7758 (Fax)

**ENTIRE AGREEMENT**

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

**COUNTERPARTS**

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

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

MID-AMERICA REGIONAL COUNCIL

KUCERA INTERNATIONAL.

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

By: \_\_\_\_\_  
John Antalovich  
President

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

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

## **Exhibit A**

### **Scope of Services**

#### **Overview**

The Mid-America Regional Council (MARC), on behalf of the counties and cities that make up the MARC region, has contracted with Kucera International for professional services related to the development of Light Detection and Ranging (Lidar) data during the Spring of 2018. These Lidar elevation data will be used for conservation planning, design, research, floodplain mapping, wetlands identification, dam safety assessments, hydrologic modeling, and subsidence monitoring.

The contract for the 2018 imagery will be an agreement between MARC and the consultant. MARC, in turn, will operate on behalf of regional participants seeking Lidar data through this project. The regional participants will retain full ownership of their respective Lidar and associated products.

The Contractor shall provide Lidar data that follows USGS Lidar Base Specifications, Version 1.2 unless otherwise noted for participants outlined in the area of capture within the region currently defined in Exhibit C. Additional services for Lidar will be handled through addendums to the contract using the costs listed in Exhibit E.

Lidar shall be captured during the leaf-off season and when conditions are most favorable by the end of March 2018. Final delivery of all Lidar data is targeted for August 2018.

Project deliverables shall include:

- Collection report
- Ground survey control report (including an airborne GPS report)
- Processing report
- QA/QC accuracy report
- Hydro breaklines (water bodies: 2 acres and larger, rivers/streams: 75' wide and greater, correct flow direction and consistency with Lidar)
- Lidar classification (LAS classes 1, 2, 7, 9, 10, 17, 18), distinguish bridges vs. culverts
- Elevation and terrain models (including hydro-flattened DEM in raster IMG or GeoTIFF typical cell size – 1 meter)
- Metadata files, by county, meeting the Federal Geographic Data Committee (FGDC) standard delivered in xml format readable by ArcGIS Desktop 10.0 and higher

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

If applicable, MARC is responsible for providing the tiling templates that will be used for delivery.

#### **Project Tasks**

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

#### Task 1: Project Communication

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

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

#### Task 2: Ground Control and Flight Planning

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

MARC will provide the DEM used for the 2016 project to the Contractor. The Contractor recognizes that these DEM were provided for review during the vendor selection process and agrees to make any required updates to the DEM's within the extent defined in Exhibit C, should they be required to meet the specifications of this project, without increasing the stated cost of the Project.

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

#### Task 3: Lidar Capture

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

Lidar shall be captured by the end of March 2018, during the period when deciduous trees are barren (leaf-off).

Data shall not be captured when the ground is obscured by snow, haze, fog or dust, or when streams or lakes are not within their normal banks. Low cloud cover shall be avoided.

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

#### Task 4: Analytical Aerotriangulation

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

#### Task 5: Creation of Digital Lidar Data

Digital Lidar data shall be produced using the digital elevation models, control data, and sensor calibration data. Capture and processing of Lidar data will meet the accuracy specifications defined for the project.

All final Lidar data should be consistent. Lidar data consistency should be maximized not only within each participating county but also across the extent of the project area.

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

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

The primary stakeholders involved in the Project will also be provided the opportunity to perform a quality review before making a final acceptance of the Lidar data. To support this review, the Contractor will deliver the initial Lidar data to be QA/QC'd directly to the jurisdiction or MARC. Upon receipt of each delivery, the reviewers will have sixty (60) days to review the data and notify the Contractor of required changes. The Contractor will then have thirty (30) days to resolve errors and return corrected Lidar data to the reviewers. The reviewers will then have fifteen (15) days to review the corrections and notify the Contractor if there are any further problems. Upon final approval of the Lidar data in its respective jurisdiction, the reviewer shall notify the Contractor and MARC that the data is acceptable.



## Task 7: Product Delivery & Metadata

Copies of all associated deliverables listed in the “Overview” section of this Scope of Services will be provided to each regional participant and MARC by the Contractor.

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

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

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

## **Exhibit B**

### **Project Specifications**

#### **B.1 GENERAL**

MARC as the project coordinator, has contracted for services related to the development of Light Detection and Ranging (Lidar) data by the end of March 2018. These Lidar elevation data will be used for conservation planning, design, research, floodplain mapping, wetlands identification, dam safety assessments, hydrologic modeling, and subsidence monitoring.

Unless specified otherwise the contractor shall deliver Lidar imagery meeting all mandatory requirements, specifications, and guidelines of the National Geospatial Program Lidar Guidelines and Base Specification Version 1.2 : <https://pubs.usgs.gov/tm/11b4/pdf/tm11-B4.pdf>

#### **B.1.1 Data Collection Area**

The acquisition area is currently 1,145 square miles and includes all or portions of the following counties: Clay, Jackson, Platte and Cass counties in Missouri.

The data collection area (Exhibit C) shall be buffered by 300 feet or 100 meters.

Final flight plans to be used during collection shall be submitted to MARC prior to initial acquisition.

#### **B.1.2 Acquisition Window and Flight Conditions**

Lidar acquisition shall occur during leaf-off conditions but prior to March 31, 2018. Lidar capture can be performed in the night, or daytime when ground conditions are acceptable MARC should be notified before the initial project data collection begins.

The Lidar flyover will be accomplished with:

- No significant snow, smoke, fog, flooding, ice on water
- No clouds below flying height
- No excessive cross or head-tail winds

#### **B.1.3 Aircraft**

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

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

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

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

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

### **B.2.1 General**

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

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

### **B.2.2 Control Diagram**

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

### **B.2.3 Control Data**

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

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

#### **B.2.4 Field Notes and Observation Logs**

Field notes and observation logs shall be carefully and neatly prepared, indexed and preserved. All data regarding the establishment and extension of horizontal control, including descriptions of all established and recovered monuments, shall be recorded. Where existing control points are recovered by the Contractor in extending the supplemental control, the field notes shall contain the following:

- Information as to the general condition of the recovered mark
- The original description
- An exact letter and numbers stamped (not cast in) on the mark and amended description, if applicable
- Additional tie data and a key plan of the location as appropriate to facilitate future recovery

Observation logs shall contain the following:

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

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

#### **B.2.5 Coordinate System**

All horizontal ground positions shall be in the appropriate State Plane Coordinate System:

- Missouri State Plane Coordinate System (West Zone) NAD 1983/97 Adjustment.
- All vertical positions shall be referenced to NAVD 1988. All final values will be in US Survey feet.

#### **B.2.6 Ground Resolution**

Processing (DEM) creation of Lidar shall utilize several types of inputs.

All units will be to a centimeter resolution.

### **B.2.7 Quality Assurance and Quality Control**

- Two copies of an accuracy report shall be produced by the contractor. A survey narrative shall be produced in the form of a letter type report detailing all aspects of the Lidar flight, including a description of the fieldwork and detailed office data processing procedures. The description shall include location, navigation and control, operations, all survey logs and data sheets used or acquired under this task order, any difficulties encountered, (including discrepancies with maps, etc.) and how they were resolved shall be documented. The contractor shall provide an interpretation and analysis of the results of the survey, including data quality, coverage of the area, and a summary of the findings. This summary shall be included in the transmittal letter documenting the electronic data delivered as a result of the survey.
- A Quality Control plan shall be implemented by a person assigned within the contractor's organization who must be present during the times work is in progress, and who shall be responsible for assuring that all documents on the project have been coordinated. This individual shall possess extensive, verifiable Lidar and photogrammetric experience. The contractor shall notify the state agency, in writing, of the name of the individual and the name of an alternate person assigned to the position.
- The Quality Control plan shall provide and maintain an effective quality control program that will assure that all services required by this task order are performed and provided in a manner that meets professional architectural and engineering quality standards. As a minimum, competent, independent reviewers shall technically review all documents. Performance of the independent technical review (ITR) should not be accomplished by the same element that produced the product.

## **B.3 LIDAR SPECIFICATIONS**

### **B.3.1 Calibration**

Lidar data shall be collected using a fully calibrated system capable of collecting multiple echoes per pulse with a minimum of a first, last, and one intermediate return. The system must also be able to collect the intensity (Lidar pulse signal strength) for each return signal.

### **B.3.2 Intensity values**

Intensity values are required for each return. The values are to be recorded in the .las files normalized to 16-bit as required by the LAS specification.

### **B.3.3 Pulse Spacing**

Aggregate Nominal Pulse Spacing (ANPS) of no greater than 0.71 meter, dependent on the local terrain and landcover conditions. Assessment to be made against single swath, first return data located within the geometrically usable center portion (typically ~90%) of each swath. Average along-track and cross-track point spacings should be comparable.



### **B.3.4 Data Voids**

Data Voids [areas =>  $(4*NPS)^2$ , measured using 1st returns only] within a single swath are not acceptable, except:

- where caused by water bodies
- where caused by areas of low near infra-red (NIR) reflectivity such as asphalt or composition roofing.
- where appropriately filled-in by another swath

### **B.3.5 Data Clustering**

The spatial distribution of geometrically usable points is expected to be uniform and free from clustering. In order to ensure uniform densities throughout the data set:

- A regular grid, with cell size equal to the design  $NPS*2$  will be laid over the data.
- At least 90% of the cells in the grid shall contain at least two Lidar points.
- Assessment to be made against single swath, first return data located within the geometrically usable center portion (typically ~95%) of each swath.
- Acceptable data voids identified previously in this specification are excluded.
- Aggregate nominal pulse density (ANPD) of the Lidar shall be equal to or greater than 2.0 pulses per square meter (ppsm).

### **B.3.6 Positional Accuracy**

Positional Accuracy Validation will require the absolute and relative vertical accuracy to be verified. A detailed report of the validation processes shall be delivered.

- Relative Vertical Accuracy refers to the internal geometric quality of a Lidar dataset, without regard to surveyed ground control. Two primary factors will be assessed:
  - Smooth Surface repeatability (intraswath) is a measure of variations on a surface expected to be flat and without variation. Single-swath data will be assessed using only single returns in nonvegetated areas. The maximum acceptable variations within sample areas are  $\leq 6$  cm.
  - Overlap consistency is a measure of geometric alignment of two overlapping swaths. Multiple locations within overlap in nonvegetated areas of only single returns will be assessed. Differences in swath overlap will not exceed a maximum of 16 cm or  $\leq 8$  cm RMSDz.

- Check Points: The Positional Accuracy Standards for Digital Geospatial Data (American Society for Photogrammetry and Remote Sensing, 2014) ties the required number of check points for vertical accuracy assessment to the aerial extent of the project.
  - Nonvegetated Vertical Accuracy (NVA) check points shall be surveyed in clear, open areas, devoid of vegetation and other vertical artifacts. Ground that has been plowed or otherwise disturbed is not acceptable. The same check points may be used for NVA assessment of the point cloud and DEM.
  - Vegetated Vertical Accuracy check points shall be surveyed in vegetated areas (typically characterized by multiple return data).
  - Quantity of check points shall meet ASPRS Positional Accuracy Standards for Digital Geospatial Data recommendations.
  - Distribution of checkpoints shall meet ASPRS Positional Accuracy Standards for Digital Geospatial Data recommendations.
  - Check points shall not be incorporated in contractor's vertical solution.
- Absolute Vertical Accuracy. Three absolute accuracy values shall be assessed and reported: NVA for the point cloud, NVA for the DEM, and VVA for the DEM.
  - The unclassified point cloud shall meet the required NVA before further classification and processing. The NVA for the point cloud is assessed by comparing check points survey in clear, open, nonvegetated areas to a triangulated irregular network (TIN) constructed from single return Lidar points in those areas.
  - NVA absolute vertical accuracy for Lidar-swath data shall meet QL2,  $\leq 10.0$  cm RMSEz, 95-percent confidence level  $\leq 19.6$  cm.
  - NVA absolute vertical accuracy for DEMs shall meet QL2,  $\leq 10.0$  cm RMSEz, 95- percent confidence level  $\leq 19.6$  cm.
  - VVA absolute vertical accuracy for DEM shall meet QL2, 95th percentile  $\leq 29.4$  cm.
- Reporting on the assessment of the vertical accuracy shall include the following at a minimum:
  - A description of the process used to test the points
  - A graphic depicting the spatial distribution of the ground survey checkpoints

- An analysis of checkpoints that have errors exceeding the 95th percentile in VVA calculations
- Descriptive statistics and RMSEz in the NVA calculations e. Provide shapefile or geodatabase file of all checkpoints

### **B.3.7 Reflights**

The Contractor, at no additional cost to MARC, shall re-fly unacceptable Lidar data, with the reflight coverage overlapping the accepted data by at least 10 meters.

## **B.4 DATA PROCESSING AND HANDLING**

### **B.4.1 Processing Format**

All processing should be carried out with the understanding that all point deliverables are required to be in fully compliant LAS format, v1.4.

### **B.4.2 Timestamps**

GPS times are to be recorded as Adjusted GPS Time, at a precision sufficient to allow unique timestamps for each pulse. Adjusted GPS Time is defined to be Standard (or satellite) GPS time minus  $1 \times 10^9$ . See the LAS Specification for more detail.

### **B.4.3 Datum**

Horizontal datum shall be referenced to the North American Datum of 1983/HARN adjustment. Vertical datum shall be referenced to the North American Vertical Datum of 1988 (NAVD 88). The most recent NGS-approved Geoid model (currently Geoid12A) shall be used to perform conversions from ellipsoidal heights to orthometric heights.

### **B.4.4 Coordinate Reference System**

The Coordinate Reference System is Missouri State Plane Coordinate System (West Zone) NAD 1983/97. Adjustment for the tiling scheme across the entire project area. All units will be to a centimeter resolution.

### **B.4.5 Source IDs**

Each swath shall be assigned a unique File Source ID. The Point Source ID field for each point within each LAS swath file shall be set equal to the File Source ID prior to any processing of the data. See the LAS Specification.

### **B.4.6 Point Families**

Point Families (multiple return “children” of a single “parent” pulse) shall be maintained intact through all processing prior to tiling. Multiple returns from a given pulse shall be stored in sequential (collected) order.

#### **B.4.7 Swath Processing**

All collected swaths are to be delivered as part of the Raw Point Cloud. This includes calibration swaths and cross-ties. All collected points are to be delivered. No points are to be deleted from the swath LAS files. This in no way requires or implies that calibration swath data are to be included in product generation. Excepted from this are extraneous data outside of the buffered project area (aircraft turns, transit between the collection area and airport, transit between fill-in areas, etc.). These points may be permanently removed.

#### **B.4.8 Flags**

Use of LAS Withheld Flag. Outliers, blunders, noise points, geometrically unreliable points near the extreme edge of the swath, and other points deemed unusable are to be identified using the “Withheld” flag, as defined in the LAS specification.

- This applies primarily to points which are identified during pre-processing or through automated post-processing routines as geometrically unusable.
- “Noise points” subsequently identified during manual Classification and Quality Assurance/Quality Control (QA/QC) may be assigned the standard LAS classification values for Low Noise (Class=7) and High Noise (Class=18).

Use of LAS Overlap Flag. Overage points shall be identified using LAS overlap flag in all point cloud deliverables. The legacy (LAS v1.3 and earlier) ASPRS/LAS “Overlap” classification (Class=12) shall not be used. Additionally, ALL overlap points not identified as “Withheld” are to be classified in a normal way. However, overlap points should not be included in the DEM generation as that will result in an inconsistent surface.

#### **B.4.9 Positional Accuracy**

Positional Accuracy Validation: The absolute and relative accuracy of the data, both horizontal and vertical, and relative to known control, shall be verified prior to classification and subsequent product development. This validation is obviously limited to the Nonvegetated Vertical Accuracy, measured in clear, open areas. A detailed report of this validation is a required deliverable.

#### **B.4.10 Classification Accuracy**

Classification Accuracy: It is expected that due diligence in the classification process will produce data that meets the following test:

- Within any 1km x 1km area, no more than 1% of non-withheld points will have demonstrable errors in classification value.
- No non-withheld points will remain in Class 0.

- Points remaining in Class 1 that should be classified in any other required class are subject to these accuracy requirements and will be counted towards the percentage thresholds.

#### **B.4.11 Classification**

Point classification is to be consistent across the entire project. Noticeable variations in the character, texture, or quality of the classification between tiles, swaths, lifts, or other non-natural divisions will be cause for rejection of the entire deliverable.

#### **B.4.12 Tiles:**

- Tiled deliverables shall conform to the tiling scheme, without added overlap.
- Tiled deliverables shall edge-match seamlessly and without gaps in both the horizontal and vertical.
- Tile Naming Convention: Tiles will be named based the 5,000 ft x 5,000 ft grid square (provided by MARC).

Example: M\_2770\_1030\_H18

### **B.5 HYDRO-FLATTENING REQUIREMENTS**

Hydro-flattening pertains only to the creation of derived DEMs. No manipulation of or changes to originally computed Lidar point elevations are to be made. Breaklines may be used to help classify the point data. DEMs should represent water bodies in a cartographically and aesthetically pleasing manner. It is not the goal to map water surface elevations. The requirements for hydro-flattening are listed below. These requirements also define the minimum features for which breaklines must be collected and delivered.

#### **B.5.1 Inland Ponds and Lakes:**

- 2-acre or greater surface area at the time of collection.
- Flat and level water bodies (single elevation for every bank vertex defining a given water body).
- The entire water surface edge must be the shoreline where the water meets the immediately surrounding terrain. The presence of floating or digging water bodies will be cause for rejection of the deliverable.
- Long impoundments such as reservoirs, inlets, and fjords, whose water surface elevations drop when moving downstream, should be treated as rivers.



### **B.5.2 Inland Streams and Rivers:**

- 75' nominal width: This should not unnecessarily break a stream or river into multiple segments.
- At times it may squeeze slightly below 75' for short segments. Data producers should use their best professional judgment.
- Flat and level bank-to-bank (perpendicular to the apparent flow centerline); gradient to follow the immediately surrounding terrain.
- The entire water surface edge must be at the shoreline location where the water meets the immediately surrounding terrain.
- Stream channels should break at road crossings (culvert locations). The roadway over a culvert should be continuous. A culvert, regardless of size, is defined as having earth between the road surface and the stop of the structure.
- Bridges are required to be removed from DEM. Streams and rivers should be continuous at bridge locations. Bridges are defined as having an elevated deck structure that does not rest on the earth.
- When the identification of a feature as a bridge or culvert cannot be made reliably, the feature should be regarded as a culvert.

### **B.5.3 Non-Tidal Boundary Waters:**

- Represented only as an edge or edges within the project area; collection does not include the opposing shore.
- The entire water surface edge must be at or below the immediately surrounding terrain.
- The elevation along the edge or edges should behave consistently throughout the project. May be a single elevation (i.e., lake) or gradient (i.e., river), as appropriate.

### **B.5.4 Islands**

- Permanent islands 1 acre or larger shall be delineated within all water bodies.

### **B.5.5 Additional general guidelines** for breaklines must be adhered to:

- Bare-earth Lidar points that are in close proximity to breaklines should be excluded from the DEM generation process. This is analogous to the removal of masspoints for the same reason in a traditional photogrammetrically compiled DTM.

- The proximity threshold for reclassification as “Ignored Ground” is at the discretion of the data producer, but in general should not exceed the ANPS.
- These points are to be retained in the delivered Lidar point dataset and shall be reclassified as “Ignored Ground” (class value = 10) so that they may be subsequently identified.
- Delivered data must be sufficient for the Kansas City Regional Lidar Project to effectively recreate the delivered DEMs using the Lidar points and breaklines without significant further editing.

## **B.6 DELIVERABLES**

The Kansas City Regional Lidar Project shall have unrestricted rights to all delivered data and reports, which will be owned by the participating jurisdictions.

### **Products**

#### **B.6.1 Metadata and Reports for Lidar**

- Metadata compliant with the Federal Geographic Data Committee’s (FGDC) Content Standard for Digital Geospatial Metadata is required in extensible markup language (.xml) format. Metadata must be created on a sub-project tile level for each product deliverable.
- Metadata shall include as a minimum the following sections:
  - Identification Information
  - Data quality information (this section will be updated after the quantitative assessment) and must include all process steps.
  - Spatial Data Organization Information
  - Spatial Reference Information
  - Entity and Attribute Information
  - Metadata Reference Information
- Metadata fields shall also include as a minimum:
  - Date of acquisitions
  - System type and system collection parameters (flying height, Scan FOV full angle, pulse rate, scanner frequency, side-lap percentage, point density, etc.)
  - Nominal point density
  - Calibration procedures
  - Base station control information
- Metadata shall be supplemented with projects reports where the report conveys additional information not suitable for metadata. If surveying to establish new stations was

performed, a survey report that includes the following information must be provided by the contractor:

- Collection Report (detailing mission planning and flight logs)
- Survey Report (detailing the collection of control and reference points used for calibration and QA/QC).
- Processing Report (detailing calibration, classification, and product generation procedures)
- QA/QC Reports (detailing the analysis, accuracy assessment and validation of:
  - The point data (absolute, within swath, and between swath)
  - The bare-earth surface (absolute)
  - Other optional deliverables as appropriate
  - Control and Calibration points: All control and reference points used to calibrate, control, process, and validate the Lidar point data or any derivative products are to be delivered.
- Deliverables metadata (FGDC compliant, XML format metadata).
  - One file for each:
    - County
    - Lift
    - Tiled deliverable product group (classified point data, bare-earth DEMs, Breaklines, Intensity Images)
- Geo-referenced, digital spatial representation of the precise extents of each delivered dataset.
  - The extents of the actual Lidar source or derived product data, exclusive of Triangular Irregular Network (TIN) artifacts or raster void areas.
  - A union of tile boundaries or minimum bounding rectangle is not acceptable.
  - ESRI Polygon shapefile or geodatabase is preferred.
- Each Lift describing the extents of the lift, the swaths included in the lift, locations of GPS base stations and control for the lift, preprocessing and calibration details for the lift, adjustments and fitting processes applied to the lift in relation to other lifts, and other lift- specific information.
- FGDC compliant metadata must pass the USGS metadata parser (“mp”) with no errors or warnings.

### **B.6.2 Raw Point Cloud**

- All collected points, fully calibrated, georeferenced, and adjusted to ground, organized and delivered in their original swaths, one file per swath, one swath

per file. If production processing required segmentation of the swath files, follow instructions in USGS Lidar Base Specification, Version 1.2.

- Fully compliant LAS Specification version 1.4, Point Record Format 6, 7, 8, 9, or 10.
- Correct and properly formatted georeferenced information as Open Geospatial Consortium (OGC) well known text (WKT) in all LAS file headers.
- No classifications are required, however, proper use of Withheld and Overlap flags is required.
- GPS times are to be recorded as Adjusted GPS Time, at a precision sufficient to allow unique timestamps for each pulse.
- Intensity values, normalized to 16-bit as required by the LAS specification.
- Report of the assessed relative vertical accuracy of the point cloud (smooth surface repeatability and overlap consistency). See Positional Accuracy Validation section requirements.
- Report of the assessed absolute vertical accuracy (NVA only) of the unclassified Lidar point data. See Positional Accuracy Validation section requirements.

### **B.6.3 Classified Point Cloud**

- All project swaths, returns, and collected points, fully calibrated, adjusted to ground, and classified, by tiles.
- Fully compliant LAS v1.4, Point Data Record Format 6, 7, 8, 9, or 10.
- Correct and properly formatted georeferenced information as OGC WKT included in all LAS file headers.
- GPS times are to be recorded as Adjusted GPS Time, at a precision sufficient to allow unique timestamps for each pulse.
- Intensity values, normalized to 16-bit as required by the LAS specification.
- Tiled delivery, without overlap, using the project tiling scheme.
- Classification Scheme:

<b>Code</b>	<b>Description</b>
1	Processed, but unclassified
2	Bare-earth ground
7	Low Noise

9	Water
10	Ignored Ground (Breakline Proximity)
17	Bridges
18	High Noise

Note: Class 10, Ignored Ground, is for points previously classified as bare-earth but whose proximity to a subsequently added breakline requires that it be excluded during Digital Elevation Model (DEM) generation.

#### **B.6.4 Bare Earth Surface** (Raster-based DEM derived from bare-earth points of the filtered bare- earth data)

- Bare-earth DEM, generated to the limits of the BPA.
- Horizontal DEM grid spacing of 1 meter.
- Delivery in 32-bit floating point raster format ERDAS .IMG format.
- Georeference information shall be included in each raster file
- Tiled delivery, without overlap
- DEM tiles will show no edge artifacts or mismatch. A quilted appearance in the overall project DEM surface, whether caused by differences in processing quality or character between tiles, swaths, lifts, or other non-natural divisions, will be cause for rejection of the entire DEM deliverable.
- Void areas (i.e., areas outside the BPA but within the tiling scheme) shall be coded using a unique "NODATA" value. This value shall be identified in the appropriate location within the file header.
- QA/QC analysis materials for the absolute vertical accuracy assessment.
- A report on the assessed absolute vertical accuracy (NVA and VVA) of the bare-earth surface in accordance with the guidelines set forth in the "Positional Accuracy Standards for Digital Geospatial Data" (ASPRS, 2014).
- Depressions (sinks), natural or man-made, are not to be filled.
- Hydro Flattening of Water Bodies (ponds and lakes), wide streams and rivers ("double-line"), and other non-tidal water bodies as defined in Hydro-Flattened Section. Hydro-flattening shall be applied to all water impoundments, natural or man-made, that are larger than ~2 acres in area, to all streams that are nominally wider than 75', and to all non-tidal boundary waters bordering the project area regardless of size.



- Bridges (defined as having an elevated deck structure that does not rest on earth) shall be removed. Road or other travel ways over culverts remain intact in the surface.
- Bare-Earth DEM shall support the development of 1 foot contours.

#### **B.6.5 First Return (Raster DEM)**

- First Return DEM, generated to the limits of the BPA.
- Horizontal DEM grid spacing of 1 meter.
- Delivery in 32-bit floating point raster format ERDAS .IMG format.
- Georeference information shall be included in each raster file
- Tiled delivery, without overlap

#### **B.6.6 Hydro Polygon Breaklines**

- Breaklines developed to the limit of the BPA.
- All breaklines representing hydro-flattened features shall be delivered as a 3-D features (Poly lineZ and PolygonZ) in geodatabase format.
- Each feature class will include properly formatted and accurate georeference information stored in that format's standard file system location. Each shapefile shall include a correct and properly formatted .prj file.
- Breaklines must use the same coordinate reference system (horizontal and vertical) and units as the Lidar point delivery.
- Breakline delivery will be as a continuous layer for each delivery area.
- All water bodies > 2 acres and streams > 75 feet wide will be delineated.
- Breakline delivery shall be a single layer production block (not by tiles).

#### **B.6.7 Intensity Images**

- Intensity values will be reported for the first return
- 256 grey scale; 8 bit; no compression
- ERDAS .IMG format

## **B.7 SCHEDULE**

Delivery blocks will consist of logical production blocks.

- Return processing – calibrated point cloud, 1st return, ortho DEM – May 2018
- Hydro breaklines – July 2018
- Classified return, hydro-flattened DEM, metadata/reports – August 2018

QA/QC by 3rd party contractor (if used) will be conducted within 60 days of receipt of each data delivery. Any required corrections will be made within 30 days of the QA report.

Contractor revisions to Lidar QC corrections due 30 days after receipt from MARC.

## **B.8 MEDIA AND DATA OWNERSHIP**

All Lidar data and supplemental products will be delivered on USB external hard drives and will become the property of the Kansas City Regional Lidar Project. All media and data collected under this contract shall be the sole property of the participants in the Kansas City Regional Lidar Project.

## **B.9 SHIPMENT**

All transportation charges and costs are the obligation of the Contractor for which no separate payment will be made. Delivery shall be sent via FEDEX or UPS at the Contractor's expense. Incremental delivery and acceptance of blocks of data is required to receive partial payment. The Contractor shall notify MARC at least 24 hours in advance of the date on which to expect delivery of the items. Delivery shall be made at the location designated below. Shipments shall be made to:

Jakob A. Goldman  
[jgoldman@marc.org](mailto:jgoldman@marc.org)  
Mid-America Regional Council  
600 Broadway, Suite 200  
Kansas City, Missouri 64105-1659

## **B.10 TIME EXTENSION**

In the event these schedules are exceeded due to causes beyond the control and without fault or negligence of the contractor, as determined by MARC, this delivery order completion date will be extended one (1) calendar day for each day of delay.

## **B.11 INSPECTION**

- Inspection of the data deliverables including accuracy and quality assurance will be performed by either the jurisdiction or a third party for the Kansas City Regional Lidar Project to ensure conformance to these specifications.
- If the inspection reveals deficiencies or defects which would make them unfit for the purpose intended, the Contractor will be required to satisfactorily remedy such conditions at no additional cost to the Kansas City Regional Lidar Project. Initial inspections does not relieve the Lidar provider from the responsibility to correct defective work with no further cost to the partners for a period of one year following initial acceptance.
- If the finished items are found to be in full compliance with the specifications, they will be accepted. The acceptance of any item by an inspector shall not preclude subsequent rejection if such an item is later found to be defective.

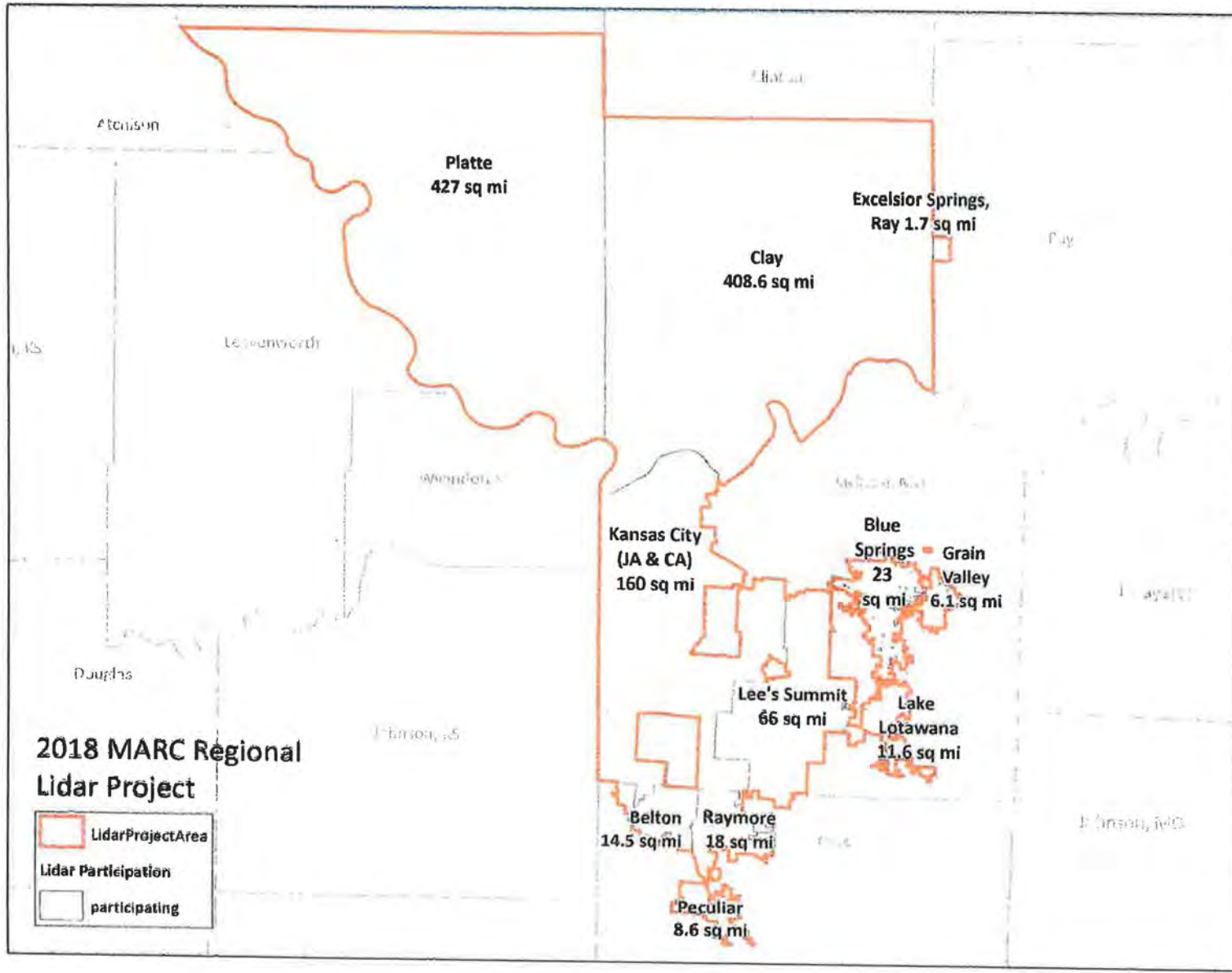


Exhibit C  
Project Area

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

Task 1: Ground Control and Flight Planning	Completion 2/15 - 3/7/2018
Task 2: Lidar Capture	Estimated completion 3/31/2018
Task 3: Processing	
Task 3a: Returns	Estimated completion 5/17/2018
Task 3b: Ortho DEM	Estimated completion 5/31/2018
Task 4: Hydro Breaklines	Estimated completion 7/15/2018
Task 5: Final Product Delivery & Metadata	14 days after MARC QC approval

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



## Exhibit E Quoted Project Costs

### Costs provided by Kucera

Product/Service	RFP Square Miles	Cost per Square Mile
QL2 lidar capture and classified bare earth DEM	1,145	\$115.00
QL1 lidar capture and classified bare earth DEM	More than 20 square miles	\$440.00
QL0 lidar capture and classified bare earth DEM	More than 20 square miles	\$775.00
QL1 lidar capture and classified bare earth DEM	Less than 20 square miles	\$575.00
QL0 lidar capture and classified bare earth DEM	Less than 20 square miles	\$987.00

### Additional Kucera Services

Additional Kucera Services	Cost Per Square Mile
Added cost for 2' contours generated directly from lidar DEM (no spot elevation or text)	\$10
Added cost for creation of basic classification for vegetation and structures (QL2 point density)	\$14
Added cost for creation of basic classification for vegetation and structures (QL0 point density)	\$200
Added cost for DTM breaklines and edited 2' contours w/spot elevations	\$290
Added cost for 1'=100' scale planimetric feature mapping	\$750 - \$1500

## Exhibit F Federal Terms and Conditions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## Exhibit G

### Certificate of Debarment and Suspension

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

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

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

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

John Antalovich Jr., PE, PS,  
President

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



<b>Cass County Share</b>		<b>99 Sq Miles</b>	
Orthos	\$7,743.78	Total Ortho cost for Cass Participants area@ \$78.22	
	<u>\$154.88</u>	MARC Fee (7,743.78 x .02)	
	\$7,898.66	Mo Department of Conservation Contribution	
	<u>-\$637.00</u>	Cass County Participant Share	
	<b>\$7,261.66</b>		
<b>City Breakdown</b>			
Orthos	<b>\$7,261.66</b>		
	\$172.10	2%	Kansas City
	\$1,430.55	20%	Belton
	\$1,554.72	21%	Harrisonville
	\$2,831.32	39%	Raymore
	\$172.10	2%	Lee's Summit
	\$1,100.87	15%	Peculiar

<b>Cass County Share</b>		<b>43.86 Sq Miles</b>	
Lidar	\$5,043.90	Total Lidar cost for Cass Participants area@ \$115.00	
	<u>\$756.59</u>	QA/QC Fee (5043.90 x .15) 43.86 Sq Mi	
	\$5,800.49	MARC Fee (5,043.9 x .02)	
	<u>\$100.88</u>	Cass County Participant Share	
	<b>\$5,901.36</b>		
<b>City Breakdown</b>			
Lidar	<b>\$5,901.36</b>		
	\$269.10	5%	Kansas City
	\$1,895.81	31%	Belton
	\$2,370.43	41%	Raymore
	\$269.10	5%	Lee's Summit
	\$1,101.96	19%	Peculiar

	Lidar	Ortho	Lidar Derivative	Total
Kansas City	\$269.10	\$172.10		<b>\$441.20</b>
Belton	\$1,895.81	\$1,430.55		<b>\$3,326.36</b>
Harrisonville	\$0.00	\$1,554.72		<b>\$1,554.72</b>
Raymore	\$2,370.43	\$2,831.32	\$252.00	<b>\$5,453.75</b>
Lee's Summit	\$269.10	\$172.10		<b>\$441.20</b>
Peculiar	\$1,101.96	\$1,100.87		<b>\$2,202.83</b>



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

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



March 12, 2018

Ryan Vaughan  
[rvaughan@belton.org](mailto:rvaughan@belton.org)  
City of Belton  
520 Main Street  
Belton, MO 64012

Re: 2018 Kansas City Metropolitan Region Aerial Photography Project  
2018 Kansas City Metropolitan Region Lidar Project

Dear Mr. Vaughan:

Mid-America Regional Council (MARC), at the direction of KC MetroGIS, the Kansas City region's GIS consortium, is undertaking a regional aerial photography and Lidar project on behalf of local governments in the Kansas City metropolitan area. Local government GIS professionals across the Metro region identified these projects as a priority, given that most local governments can take advantage of aerial photography and Lidar data and the cost of acquiring them could be reduced significantly via economies of scale if all the governmental agencies worked together to develop common specifications for a consolidated purchase. Over the past year the 2018 Imagery workgroup, working on behalf of KC MetroGIS has developed imagery and Lidar standards, issued a RFP, and hired vendors for the 2018 acquisition.

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

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

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

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

If your agency is participating in the Lidar project, you will be contacted via email and invited to a meeting with other Lidar participants to discuss and determine the appropriate course of action to complete the QA/QC of the delivered data.

Please note that depending upon the projects your agency is participating in, the Cost Sharing Agreement references Exhibits, the Contract for Professional Services between MARC, Surdex Corp., and Kucera International and a Cost Share Breakdown for your jurisdiction and are included with a separate email to the address referenced.

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

A handwritten signature in blue ink that reads "Jay Heermann".

Jay Heermann  
GIS Manager

Enclosures

Chair  
Carol Suter  
Councilmember  
Gladstone, Missouri

1st Vice Chair  
Rob Roberts  
Commissioner  
Miami County, Kansas

2nd Vice Chair  
Jimmy Odom  
Commissioner  
Cass County, Missouri

Treasurer  
Harold Johnson Jr.  
Commissioner  
Unified Government  
of Wyandotte County/  
Kansas City, Kansas

Secretary  
Carson Ross  
Mayor  
Blue Springs, Missouri

Executive Director  
David A. Warm



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

Invoice	S-I-0001586
Date	3/12/2018
Grant No.	52480-2018
Page	1

**Bill To:**

City of Belton  
 Ryan Vaughan  
 520 Main St  
 Belton MO 64012

**Return one copy with payment.**

Purchase Order No.	Customer ID	MARC Contact	Payment Terms	Master No.
	BELTON-GIS	Jay Heermann	Net 45	10,508
Item Number	Description	Ext. Price		
52480-2018	2018 Regional Imagery Cost Share Project - Ortho Total; includes 28.61 MARC fe	\$1,430.55		
52480-2018	Lidar Data - QL2	\$1,620.35		
52480-2018	QA/QC Fee (15% of Lidar cost)	\$243.05		
52480-2018	MARC Fee (2% of Lidar total)	\$32.41		
		<b>Subtotal</b>	<b>\$3,326.36</b>	
		<b>Misc</b>	<b>\$0.00</b>	
		<b>Total</b>	<b>\$3,326.36</b>	

**SECTION IX**  
**A**

**R2018-19**

**A RESOLUTION FORMALLY ACCEPTING THE BELTON GATEWAY ADDITION UNIT NUMBER TWO NEW PUBLIC INFRASTRUCTURE INCLUDING 2,183 FEET OF 8" WATER LINE, 662 FEET OF 10" SANITARY SEWER LINE, 720 FEET OF 8" SANITARY SEWER LINE, AND THREE FIRE HYDRANTS WITH AN IRREVOCABLE LETTER OF CREDIT SECURING THE TWO YEAR MAINTENANCE GUARANTEE THROUGH GREAT SOUTHERN BANK.**

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

- (a) Developer shall submit one original on Mylar and four copies of "as built" plans to the city engineer prior to requesting final acceptance of improvements.
- (b) Upon the determination by the city council, after consideration of the opinion of the building inspector that there are no defects, deficiencies, or deviations in the improvements, and that all improvements have been installed in conformance with the approved engineering drawings, and with the requirements of these regulations, the city council shall by resolution or by letter, respectively, formally accept such improvements. The improvements shall become the property of the city council or appropriate utility company involved.
  - (1) Maintenance of improvements. Prior to the acceptance by the City of Belton of the improvements required herein, except those improvements required by section 36-108, the subdivider shall provide one of the following to guarantee the improvements against defects in workmanship and materials, and providing for the normal maintenance for the first two years after the date of acceptance of such improvements. Such guarantee shall be in an amount equal to 100 percent of the estimated cost of the improvement.
    - a. Maintenance bond written by a bonding company, or
    - b. Cash deposited in escrow from which the subdivider would be entitled to any interest income, or
    - c. Upon approval of the city council, a personal surety bond; and

**WHEREAS**, 2,183 feet of 8" water line, 662 feet of 10" sanitary sewer line, 720 feet of 8" sanitary sewer line and three (3) fire hydrants were installed, inspected, and tested per City of Belton standards, are secured by an irrevocable letter of credit for the two year maintenance guarantee period in the amount of \$256,929.00 and are in conformance with the approved engineering drawings and with the requirements of the Unified Development Code and International Fire Code that were in effect at the time of completion.

**WHEREAS**, the City Council believes that the formal acceptance and guarantee of maintenance of this public infrastructure is in the best interest of the City and its transportation, water, sewer, fire protection and storm water systems.

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

- Section 1.** That the Belton Gateway Addition Unit Number Two public water lines, sanitary sewer lines, manholes and connections, fire hydrants and miscellaneous valves and connection are hereby formally accepted by the City of Belton and shall become the property of the City.
- Section 2.** That the irrevocable letter of credit securing the two year maintenance guarantee, in substantially the form presented and attached as **Exhibit A** to this resolution, is hereby approved.
- Section 3.** That this resolution shall be in full force and effect from and after its passage and approval.

Duly read and passed this 27<sup>th</sup> day of March, 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, Missouri, and that the foregoing Resolution was regularly introduced at a regular meeting of the City Council held on the 27<sup>th</sup> day of March, 2018 and adopted at a regular meeting of the City Council held the 27<sup>th</sup> day of March, 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 – PUBLIC WORKS  
MEMORANDUM*

---

**PUBLIC WORKS**

**Date:** March 15, 2018  
**To:** Mr. Dave Clements, Acting Public Works Director  
**From:** Ron Raines, Public Works Construction Inspector  
**Subject:** Belton Gateway, Addition Unit #2, Block 1 Public Infrastructure Formal Acceptance

---

The Public Infrastructure for Belton Gateway Addition Unit #2, Block 1 is complete. These public improvements consist of 662 feet of 10" sanitary sewer, 720 feet of 8" sanitary sewer, 2,183 feet of 8" water line, and 3 fire hydrants. These improvements have been installed, inspected, and tested per City of Belton standards. The City of Belton has received an irrevocable Letter of Credit in the amount \$256,929.00 from the developer securing the two-year maintenance guarantee for the above mentioned public improvements. These improvements are ready to be presented to the City Council during a regular session for formal acceptance.



Date:

AMOUNT: \$256,929  
IRREVOCABLE LETTER OF CREDIT NO 2376

City of Belton  
506 Main Street  
Belton, Missouri 64012  
Attn: Megan McGuire

RE: Y Belton  
Belton Gateway

Sirs/Madams:

Great Southern Bank(the "Bank") does hereby authorize the City of Belton, Missouri(the "City"), as beneficiary of this Irrevocable Letter of Credit (this "Letter of Credit"), to draw upon the Bank for the account of Y Belton (the "Developer"), up to the aggregate amount of: Two hundred, fifty-six thousand, nine hundred, twenty- nine dollars and no cents (\$256,929.00 United States Dollars) upon the City's draft at sight, drawn on the Bank. Each sight draft must be accompanied by a certificate signed by an authorized official of the City stating the amount to be drawn and certifying that such amount is due as a result of defects in workmanship and or materials for *construction of public water main, fire hydrants and miscellaneous valves and connections located in Belton Gateway Addition Unit Number 2 subdivision for a total value of \$148,485 and construction of public sewer main pipe, manholes and connections located in Belton Gateway Addition Unit Number 2 subdivision for a total value of \$108,444.*

This Letter of Credit sets forth, in full, the terms of the Bank's undertaking, and such undertaking shall not in any way be modified, amended, or amplified by reference to any document, instrument, or agreement referred to herein or in which this Letter of Credit is referred to or to which this Letter of Credit relates, and any such reference to any document, instrument, or agreement shall not be deemed to be incorporated herein by reference.

This instrument must be presented with the draft(s) and notification(s) as referenced in the first paragraph. Partial drawings are permitted. In the event of a partial draw, this original instrument will be endorsed on the reverse hereof and promptly returned to the City for any further draw(s).

The draft(s) drawn under this Letter of Credit must be drawn and presented to the Bank's offices at 11050 Roe Ave, Suite 200, Overland Park, KS 66211, Attention: Brandon Pratt (or such other officer, department or address designated in writing by the Bank to the City at your address shown above or at such other address as you shall advise us of in writing) (i) by hand delivery, or

(ii) by delivery by courier between 9:00 a.m. and 4:30 p.m. (Overland Park, Kansas time), on a Business Day. As used in this Letter of Credit, "Business Day" shall mean any day other than a Saturday, Sunday, or a day on which banking institutions in the State of Kansas are authorized or required by law to close

All improvements required which are secured by this Letter of Credit must be completed prior to the date of execution of this document. The City shall reserve the right to draw upon this Letter of Credit any time during the two year period ending on TBD ("Expiration Date").

This Letter of Credit shall expire on the Expiration Date, unless the Bank extends the Expiration Date in writing, following notification from the City requesting an additional two year maintenance period for a certified repair or replacement that occurred during the original two year period.

All drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored upon presentation to the Bank.

Except as otherwise expressly stated herein, this Letter of Credit is governed by and issued subject to the International Standby Practices 1998 International Chamber of Commerce Publication No. 590 ("ISP98"). This Letter of Credit shall also be governed by the laws of the State of Missouri, including the Missouri Uniform Commercial Code, RSMo Chapter 400, to the extent not inconsistent with ISP98.

Sincerely,

**Great Southern Bank**

**Borrower/Developer**

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
AUTHORIZED SIGNATURE

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

\_\_\_\_\_  
CITY, STATE, ZIP

\_\_\_\_\_  
CITY, STATE, ZIP

**ACCEPTANCE BY THE CITY OF BELTON, MISSOURI**

This Letter of Credit has been accepted by the City of Belton by and through presentation and approval of the City Council under Ordinance No. \_\_\_\_\_ on \_\_\_\_\_, 2017.

BY: \_\_\_\_\_  
Mayor Jeff Davis

ATTEST:

\_\_\_\_\_  
Patti Ledford, City Clerk

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

On this \_\_\_\_ day of \_\_\_\_\_, 2017, before me appeared, Jeff Davis, who being, by me duly sworn, did say that he is the Mayor of the **CITY OF BELTON, MISSOURI**, a constitutional charter city and political subdivision of the State of Missouri, and did say that the seal affixed to the foregoing instrument is the seal of said City, and that said instrument was signed and sealed on behalf of said City, by authority of its City Council, and said Mayor acknowledged said instrument to be the free act and deed of said City.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

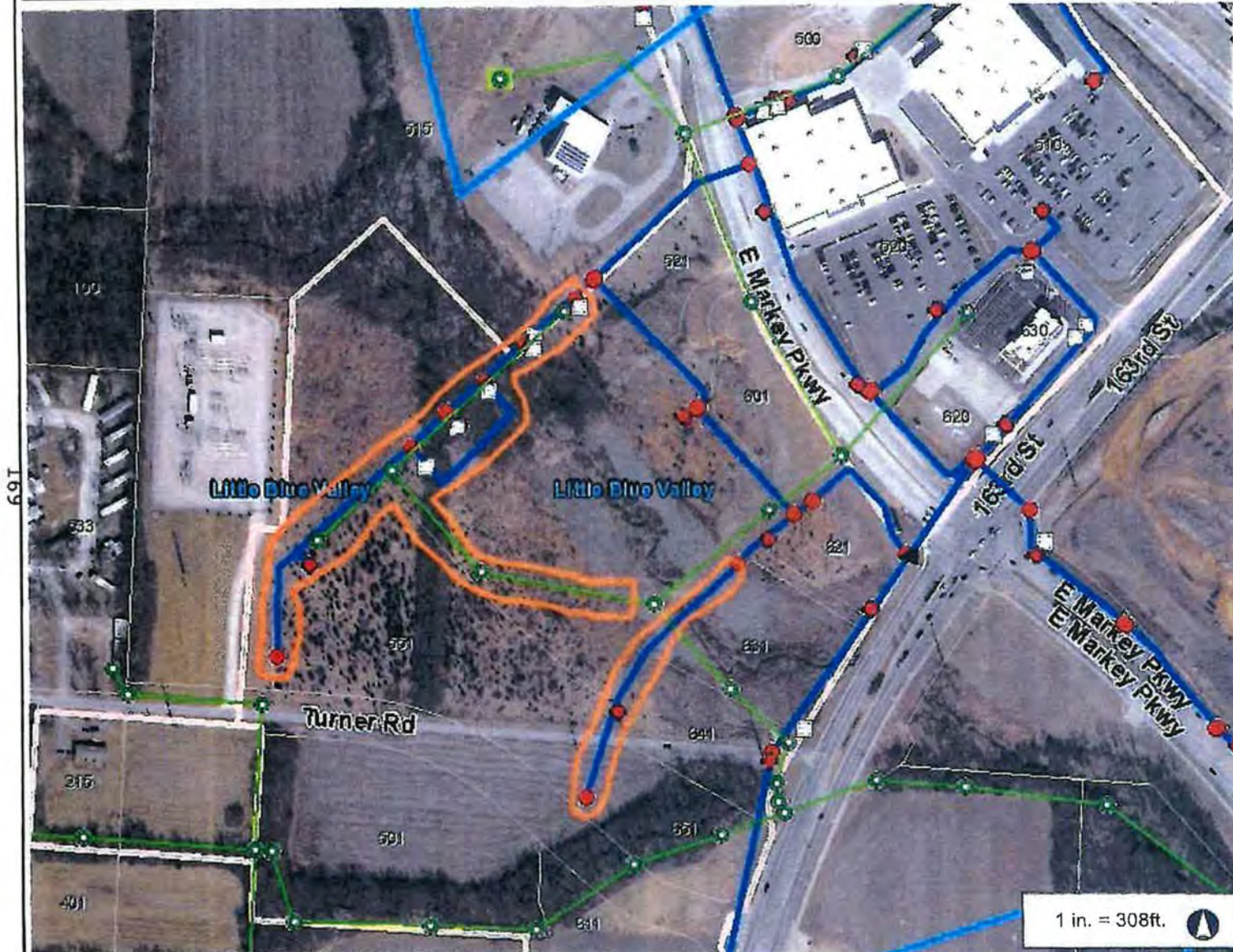
\_\_\_\_\_  
Notary Public

(SEAL)

My Commission Expires: \_\_\_\_\_



# Belton Gateway Phase 2, Block 1 Infrastructure



## Legend

- Sanitary Manhole
- Lift Station
- Pump Station
- Sanitary Air Release
- Sanitary Sewer**
  - Private
  - Public
- Watershed - Sewer
- Water Backflow Vault
- Water Meter Pit
- Water Hydrant**
  - Private
  - Public
- Air Release Valve
- Water Tank
- Water Valve**
  - BlowOff
  - Butterfly
  - Hydrant
  - LH Gate
  - RH Gate
  - Vertical Wet Tapping Sleeve
- Water Network**
  - Private
  - Public
- Watershed - Water

1 in. = 308ft.

615.5      0      307.76      615.5 Feet

This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries.  
THIS MAP IS NOT TO BE USED FOR NAVIGATION

## Notes





## CITY OF BELTON CITY COUNCIL INFORMATION FORM

**AGENDA DATE:** March 27, 2018

**DIVISION:** Public Works Engineering

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

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

**ISSUE/RECOMMENDATION:**

As is required by Section 36-111 of the Unified Development Code that provides for formal acceptance of public improvements by the City of Belton, this is a procedural item for acceptance of new infrastructure constructed and completed with the construction of Belton Gateway Phase 2, Block 1. These public improvements consist of 662 feet of 10” sanitary sewer, 720 feet of 8” sanitary sewer, 2,183 feet of 8” water line, and three fire hydrants that have been installed, inspected, and tested per City of Belton standards. The City has received an irrevocable letter of credit from Y Belton LLC securing the two-year maintenance guarantee through Great Southern Bank in the amount of \$256,929 in lieu of a maintenance bond for the public improvement.

**IMPACT/ANALYSIS:**

N/A

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

Approve a resolution formally accepting the Belton Gateway Addition Unit Number Two new public infrastructure including 662 feet of 10” sanitary sewer, 720 feet of 8” sanitary sewer, 2,183 feet of 8” water line, and three fire hydrants with an irrevocable Letter of Credit from Y Belton LLC securing the two-year maintenance guarantee through Great Southern Bank in the amount of \$256,929.

**LIST OF REFERENCE DOCUMENTS ATTACHED:**

- Resolution
- Memo from Ron Raines, Construction Inspector
- Irrevocable Letter of Credit from Great Southern Bank
- Infrastructure Map