



CITY OF BELTON
CITY COUNCIL
REGULAR MEETING
TUESDAY, AUGUST 22, 2017 – 7:00 P.M.
CITY HALL ANNEX
520 MAIN STREET
AGENDA

I. CALL PUBLIC HEARING TO ORDER – 7:00 P.M.

A. TAX LEVY

A public hearing will be held at 7:00 p.m., August 22, 2017, at Belton City Hall Annex, 520 Main Street, during which citizens may be heard regarding property tax rates proposed to be set by the City of Belton. The tax rates shall be set to produce the revenues required to support the budget for the fiscal year beginning April 1, 2017 and ending March 31, 2018. The rates are based upon the current assessed valuation figures as provided by the Cass County Assessor’s Office. Each tax rate is determined by dividing the amount of revenue, as authorized by the Missouri Constitution, by the current assessed valuation. This value is multiplied times 100 resulting in a tax rate expressed in cents per \$100 valuation.

Assessed Valuation (applies to calendar year 2017):
(By Categories)

	<u>Current Tax Year</u> 2017	<u>Prior Tax Year</u> 2016
Real Estate	\$ 210,002,919	\$ 191,563,489
Personal Property	46,331,633	44,053,352
Total Assessed Valuation	\$ 256,334,552	\$ 235,616,841

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

	<u>Property Tax</u> <u>Revenue</u> FY2018 Budget	<u>Proposed Tax</u> <u>Rate FY2018</u>	<u>Prior Year Tax</u> <u>Rate FY2017</u>
General Fund	\$ 1,462,000	\$ 0.5261	\$ 0.5470
Parks & Recreation	560,000	0.2341	0.2434
Debt Service	2,625,000	1.1310	1.1300
Total	\$ 4,647,000	\$ 1.8912	\$ 1.9204

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

Copies of the proposed ordinances & resolutions are available for public inspection at the City Clerk’s office, 506 Main Street, Belton, MO. 64012.

- II. ADJOURN PUBLIC HEARING
- III. CALL REGULAR MEETING TO ORDER
- IV. PLEDGE OF ALLEGIANCE – Councilman Finn
- V. ROLL CALL
- VI. **Motion to enter Executive Session to discuss matters pertaining to scientific and technological innovations in which there is a proprietary interest, according to Missouri Statute 610.021.15, and that the record be closed.**
- VII. CONSENT AGENDA

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

- A. **Motion approving the minutes of the August 8, 2017, City Council Regular Meeting.**

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- B. Motion approving Resolution R2017-31:
A resolution appointing Scott Von Behren and reappointing Chris Stewart, Randy Hendricks, and Robert Benson to serve on the Public Works Committee.

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- C. **Motion approving a temporary caterer’s liquor license permit for Embrace the Grape, LLC, 301 NW Central St, Ste. J, Lee’s Summit, for a beer garden (a designated and roped off area) at the Belton Fall Festival on September 8-9, 2017, at the corner of Main Street and Walnut Street, contingent upon obtaining their state liquor permit.**

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- D. **Motion approving the purchase of a surveillance camera for the Police Department lobby from Kenton Brothers, Inc. in the amount of 3,137.35.**

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- E. **Motion approving the renewal of a one year security/camera system hardware maintenance agreement from Kenton Brothers for the Police Department in the amount of \$6,603.83.**

This purchase is within budget

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VIII. PERSONAL APPEARANCES

IX. ORDINANCES

- A. Motion approving final reading of Bill No. 2017-76:
An ordinance readopting Ordinance No. 91-2073, as amended, establishing a procedure to disclose potential conflict of interest and substantial interest for certain municipal officials.
- B. Motion approving final reading of Bill No. 2017-77:
An ordinance approving an agreement by and between the City of Belton, Missouri and Mid-America Regional Council (MARC) for partial funding and contract services at the Belton senior center.
- C. Motion approving both readings of Bill No. 2017-78:
An ordinance levying and fixing the rate of tax for municipal purposes, for the park fund, and the debt service fund for fiscal year 2018.

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- D. Motion approving first reading of Bill No. 2017-79:
An ordinance of the City of Belton, Missouri authorizing and approving a single contract with Ady Advantage that includes strategic planning and city visioning as follows: strategic planning for Economic Development, \$24,750 (\$39,750) and City visioning/strategic planning, \$8,500.

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- E. Motion approving first reading of Bill No. 2017-80:
An ordinance approving a final plat of Fairfield Inn Belton, a 5.62-acre tract of land, a subdivision of lots 1 and 2, Fairfield Inn Belton, North Mullen Road, City of Belton, Cass County, Missouri.

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- F. Motion approving first reading of Bill No. 2017-81:
An ordinance authorizing the City of Belton, Missouri through its Police Department to renew a maintenance/service contract for telephone hardware maintenance and replacement with Dice Communications.

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X. RESOLUTIONS

A. Motion approving Resolution R2017-32:

A resolution of the City of Belton, Missouri authorizing and approving the renewal of the maintenance service agreement with Streetwise, Inc. for the annual street striping program.

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B. Motion approving Resolution R2017-33:

A resolution approving Task Agreement #2017-2 with Streetwise, Inc. for the purpose of completing the annual street striping program at a not-to-exceed amount of \$65,000.00.

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C. Motion approving Resolution R2017-34:

A resolution approving actions of the City Manager to engage Wiedenmann, Inc. for emergency repair of a water main due to flooding on the East Outer Road near the Cottages of Belton and ratifying Task Agreement #2017-3 in the amount of \$44,357.99.

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D. Motion approving Resolution R2017-35:

A resolution adopting the Belton nature area project along Oil Creek, a designated floodplain zone, on city property north of the improved portion of the Oil Creek Trail between 162nd and 160th Streets including access by trail users for hiking, biking, for scout troops for scouting outdoor skills development, and to be used for overnight camping.

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XI. CITY COUNCIL LIAISON REPORTS

XII. MAYOR'S COMMUNICATIONS

XIII. CITY MANAGER'S REPORT

XIV. MOTIONS

XV. OTHER BUSINESS

XVI. ADJOURN

SECTION VII

A

**MINUTES OF THE
BELTON CITY COUNCIL MEETING
AUGUST 8, 2017
CITY HALL ANNEX
520 MAIN STREET
BELTON, MISSOURI**

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

Councilman Fletcher led the Pledge of Allegiance to the Flag.

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

CONSENT AGENDA:

Councilman Lathrop moved to approve the consent agenda consisting of **a motion approving the minutes of the July 25, 2017, City Council Regular Meeting and the August 1, 2017, City Council Special Meeting; a motion approving the May 2017, June 2017, and July 2017 Municipal Police Judge's Reports; and a motion approving Resolution R2017-28: A resolution appointing Tom MacPherson to the Planning Commission.** Councilman Peek seconded. All voted in favor. Consent agenda approved.

ORDINANCES:

Patti Ledford, City Clerk, gave the final reading of Bill No. 2017-75: **An ordinance of the City of Belton, Missouri, as a participating agency, authorizing and approving a cooperative agreement with Superior Bowen Asphalt Company, LLC for the 2017 street preservation project/overlay finalized in June 2017.** Presented by Councilman Trutzel, seconded by Councilman Peek. The Council was polled and the following vote recorded; Ayes: 9, Mayor Davis, Councilmen Savage, Newell, Peek, Fletcher, Finn, Lathrop, Trutzel, and VanWinkle; Noes: None; Absent: None. Bill No. 2017-75 was declared passed and in full force and effect as Ordinance No. 2017-4374, subject to Mayoral veto.

Ms. Ledford read Bill No. 2017-76: **An ordinance readopting Ordinance No. 91-2073, as amended, establishing a procedure to disclose potential conflict of interest and substantial interest for certain municipal officials.** Presented by Councilman Newell, seconded by Councilman Peek. Vote on the first reading was recorded with all present voting in favor. First reading passed.

Ms. Ledford read Bill No. 2017-77: **An ordinance approving an agreement by and between the City of Belton, Missouri and Mid-America Regional Council (MARC) for partial funding and contract services at the Belton senior center.** Presented by Councilman Finn, seconded by Councilman Peek. Vote on the first reading was recorded with all present voting in favor. First reading passed.

RESOLUTIONS:

Ms. Ledford read Resolution R2017-29: **A resolution of the City of Belton, Missouri authorizing and approving task agreement 2017-1 with Superior Bowen Asphalt Company, LLC in a not-to-exceed amount of \$184,849.00 to complete an asphalt mill and overlay of East Pacific Drive and East Sunrise Drive between South Cedar Street and South Scott Avenue.** Presented by Councilman Lathrop, seconded by Councilman Peek. Vote on the resolution was recorded with all present voting in favor. Resolution passed.

Ms. Ledford read Resolution R2017-30: **A resolution approving task agreement #7 with Olsson Associates under the on-call engineering agreement per Ordinance 2016-4187 to perform a North Scott regional detention study in a not-to-exceed amount of \$22,288.00.** Presented by Councilman Trutzel, seconded by Councilman Peek. Councilman Savage said it seems we talked about this in the past but he asked for more information. Mayor Davis said this resolution was supposed to appear on the consent agenda. They do have the money in their budget for this and they do have an on-call contractor. Alexa Barton, City Manager, said the City had a prior contract with Olsson Associates; they did our master flood plan in 2014. This allows them to utilize that additional information so that we are doing a more defined research and study of the North Scott corridor to look at the possibility of maximizing developable area and site layouts along North Scott and looking at what our options are for additional storm water retention. Councilman Lathrop said the information in the agenda packet says they have the money in the budget, but they took the money out of capital outlay. Ms. Barton explained that will happen at the end of the year when we do our true-ups of the funding. The very first whereas within the resolution talks about where the funding is now and it was originally for monuments and street scape at 155th Street and in consideration of that area that could be developed at a future time we believe the fund is better utilized to try to develop that area so that it can be beautified and utilized. Being no further discussion vote on the resolution was recorded with all present voting in favor. Resolution passed.

CITY COUNCIL LIAISON REPORTS:

Councilman Peek, Park Board Liaison, announced the next Park Board meeting will be on August 21 and on that day the Park is hosting a Total Eclipse of the Park day and Great Company food truck will be at High Blue Wellness from 11:30 a.m.-1:00 p.m., and a free gentle yoga from noon-12:45 outside. They will have free eclipse glasses while supplies last.

She also announced:

- Memorial Park - Friday, August 11 - High School Musical at 8:00 P.M., it's free. If it rains it will be held inside. Bring blankets and chairs, but no coolers, they will have concessions.
- September 9 is doggie dip day pool party for dogs from 9:00 a.m.-11:00 a.m. Dogs \$5.00, humans free.
- Dash for Dog Park at Wallace Park, Saturday, September 23 at Wallace Park, 5k/10k and dog fun run. All proceeds go to the dog park. Cost for 5K is \$35.00, 10k is \$40.00, \$10.00 for 1 mile fun run. Check in at 7:00 a.m.
- September 30 sponsored by Arvest Bank is Octoberfest at Memorial Park from 5:00 P.M.-10:00 P.M. There will be family fun, food trucks, crafters, bounce houses, car show, free concerts and Martin City Brewing will have a beer garden.

Ms. Barton said she received some information on how the Red Cross is coordinating with local emergency agencies about viewing the path of the solar eclipse and being prepared for any type of emergency we might have; in light of that, we have also ordered additional solar eclipse

glasses for individuals in and around city hall to wear. We have 250 on order which should be here before the event. A partial eclipse will appear around 11:30-11:45 with sun completely obscured somewhere around 1:00 P.M. We will have those glasses available to our employees and any citizens that come by that day that should need them.

MAYOR'S COMMUNICATIONS:

Our thoughts and prayers go out the family, friends, and comrades of the Clinton police officer that was slain. It is a terrible situation and all the mayors in the county got together and talked about this. This is probably one of the worst things in our society right now and this happens often. It could be our police officers that we are talking about so we need to keep them and their families in our prayers. Mayor Davis asked for a moment of silent prayer and to remember them in our prayers tonight.

Mayor Davis said school starts next week and reminded everyone to be aware of the school zones and pedestrians. He asked if Chief Larkey is all ready for school inspections. Chief Larkey said they are all done.

CITY MANAGER'S REPORT:

Ms. Barton provided a couple of updates for the Council.

Staff met with Gary Mallory regarding the Fall Festival September 8-9. One of the things the Council agreed to earlier this year was utilization of the restrooms at city hall or annex. The decision was made for them to use the annex. They will have someone on site to watch the facilities and make sure there is no activity or damage. They will also be roping off the vacant lot on Main Street.

Ms. Barton informed the Council that the City received communication from Randy Grim at Calvary University. The university has purchased the German Club and expressed the desire to change the name of Bong Street, in that one block area, to something associated with the university. Although she understands them wanting to change the street name of Bong, in doing some research she found out that Richard Bong was a Major in the air force, received many military awards and accolades, was a Medal of Honor recipient, he was a war hero for our country and died at early age. Richard Ira Bong was born in September 1920 and died in August 1945. He died in California doing a test flight and had over 45 kills in conflict during WWII. There is a reason why we name our roads and we have statues and different items that commemorate individuals. She said she is very concerned that we lose our source of history when we allow changes such as this. She would like to suggest to Calvary, if the Council is in agreement, that instead of changing the name of the street, because of the inference of what bong might mean in slang, that they do some type of commemoration with a plaque that describes and explains why the road is named Bong. The plaque could describe what a war hero Richard Ira Bong was and what an example he set for many citizens in our country. Mayor Davis said we could rename the street with his name and title on the street. Mayor Davis asked the Council to think about how we want to handle it. We want to be good partners with Calvary but after reviewing the history we tend to forget those kinds of things.

Ms. Barton showed a map of the new drop-off area for flood damaged items. The last two weekends we have had a free drop-off area for flood damaged items which was located at the high school. This last weekend we had to close the facility because of more rain and nearby lightning strikes. She announced there will be a free drop-off location this weekend for flood

damaged items from homes, no brush this time. Shane DeWald, Park Director, has agreed to let us use the parking lot at High Blue Wellness Center from 8:00 A.M-2:00 P.M., Saturday, August 12.

Being no further business, Councilman Lathrop moved to adjourn at 7:20 P.M. Councilman Peek seconded. All voted in favor. Meeting adjourned.


Patti Ledford, City Clerk

Jeff Davis, Mayor

SECTION VII
B

R2017-31

A RESOLUTION APPOINTING SCOTT VON BEHREN AND REAPPOINTING CHRIS STEWART, RANDY HENDRICKS, AND ROBERT BENSON TO SERVE ON THE PUBLIC WORKS COMMITTEE.

WHEREAS, the Belton Public Works Department previously issued a Strategic Plan that includes the creation of a Public Works Committee (PWC) and necessary Public Works Committee bylaws; and

WHEREAS, the PWC was organized “to increase dialogue with the community and serve as an advisory panel to the department and the City concerning Public Works services”; and

WHEREAS, Steve Bennett has moved out of Ward 1 and is no longer eligible to serve as the Ward 1 representative and his term will expire September 27, 2017; and

WHEREAS, Scott Von Behren is appointed to serve as a member of the Public Works Committee representing Ward 1 until September 27, 2020; and

WHEREAS, Chris Stewart, Randy Hendricks, and Robert Benson (representing Wards 2, 3, and 4 respectfully) are reappointed to serve as members of the Public Works Committee until September 27, 2020.

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

Section 1. That the following named individuals constitute the Public Works Committee with terms of office as shown:

<u>NAME</u>	<u>Expiration of Term</u>
Scott Von Behren – Ward 1	September 27, 2020
Chris Stewart – Ward 2	September 27, 2020
Randy Hendricks – Ward 3	September 27, 2020
Robert Benson – Ward 4	September 27, 2020
Chet Trutzel – City Council Representative	
Michael Doi – Public Works Director	

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

Duly read and passed this 22nd day of August, 2017.

Mayor Jeff Davis

ATTEST:

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

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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton, Missouri, and that the foregoing Resolution was regularly introduced at a regular meeting of the City Council held on the 22nd day of August, 2017, and adopted at a regular meeting of the City Council held the 22nd day of August, 2017, 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 8-10-17

*Board/Commission of interest PUBLIC WORKS AND/OR CHARTER

*Name SCOTT VON BEHRN

*Phone# 816-739-7646

*Home Address 16313 Speaker Ave
Belton

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

Yes No

*E-mail svb1971@sbcglobal.net

Length of residence in Belton 12 years

Why are you interested in serving on this Board or Commission? 1 miss
being involved in the efforts to better our community.

List other service on local boards or commission: Belton Park Board;
BELTON PLANNING + ZONING; Belton City ~~Gov~~ Council

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

Signature: [Handwritten Signature]

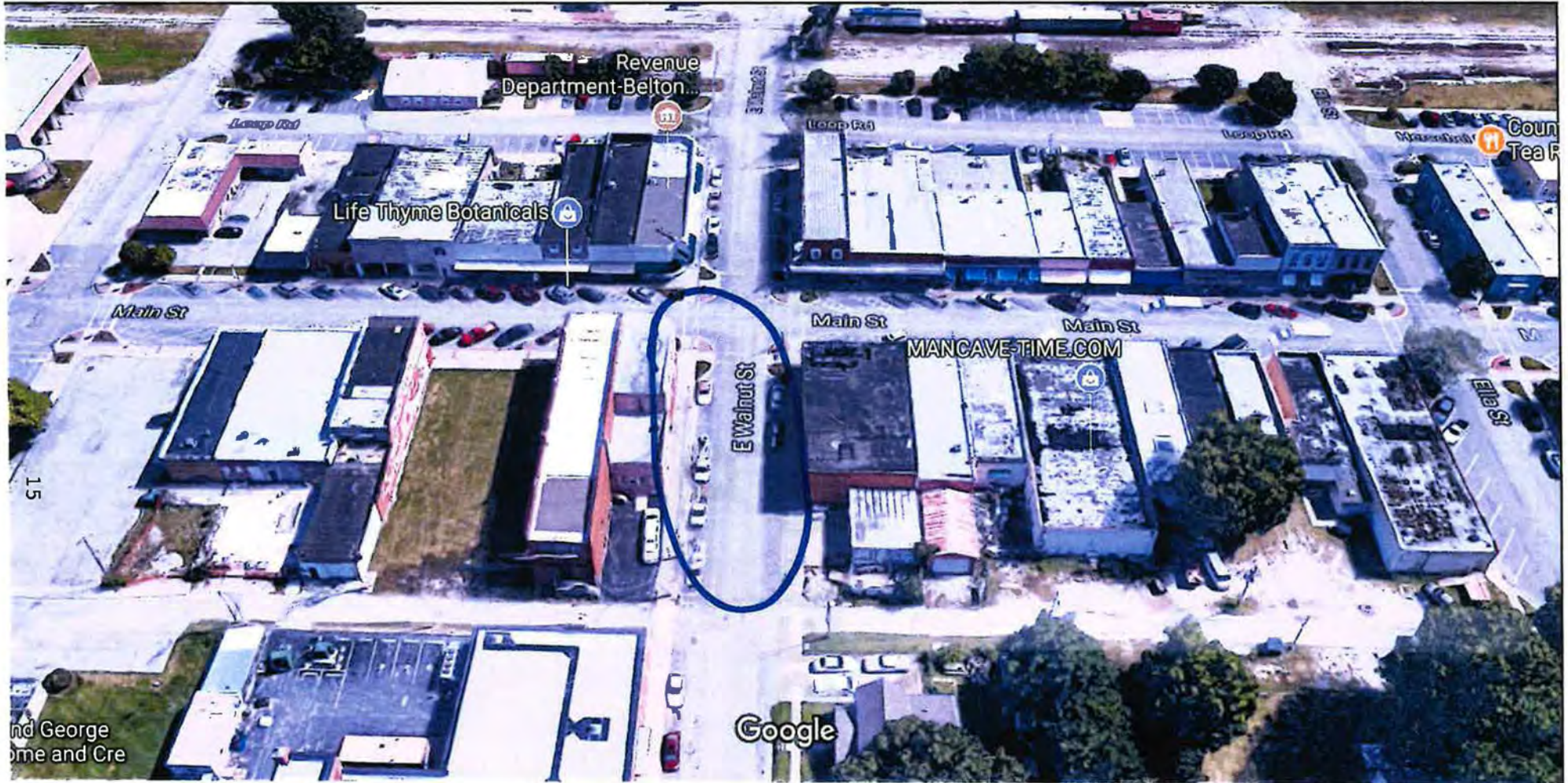
*Required information

SECTION VII


C

Fall Festival Beer Garden Location
Sept. 8-9, 2017

Google Maps



Imagery ©2017 Google, Map data ©2017 Google United States 50 ft



SECTION VII

D



**CITY OF BELTON
CITY COUNCIL INFORMATION FORM**

AGENDA DATE: August 22, 2017
 ASSIGNED STAFF: James Person
 DEPARTMENT: Police Department

Approvals

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

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

ISSUE/REQUEST: To purchase a new surveillance camera located in the lobby

PROPOSED CITY COUNCIL MOTION:
 A motion approving the purchase of a surveillance camera for the lobby from Kenton Brothers, Inc. in the amount of 3,137.35.

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

Two surveillance cameras are positioned in the lobby. One of those cameras is failing and needs to be replaced. The camera replacement is the Omnidome 5 lens camera which will cover the court clerk windows.

IMPACT / ANALYSIS:

Without this camera there is no security surveillance for the court clerk windows in the lobby. The camera needs to be replaced for security needs. The amount of \$3,137.35 will be taken from the Drug Seizure fund and transferred to the Building Maintenance budget.

FINANCIAL IMPACT

Contractor:	Kenton Brothers, Inc.
Amount of Request/Contract:	\$3,137.35
Amount Budgeted:	-0-
Funding Source:	232-0000-4957400/010-3800-400-2055
Additional Funds	
Funding Source	
Encumbered:	\$
Funds Remaining:	\$

TIMELINE	Start: Now	Finish:
OTHER INFORMATION/UNIQUE CHARACTERISTICS:		

STAFF RECOMMENDATION: Approved
OTHER BOARDS & COMMISSIONS ASSIGNED: Date: Action:

Memo from Lt. Norman Shriver
Lobby Camera Proposal



**Belton Police
Department**

Memo

To: Chief James R. Person
From: Lt. Norman Shriver
Date: 08/02/17
Re: Lobby Cameras

There are two surveillance camera located in the lobby. One near the records counter that is a pan tilt zoom model. The other is located on the wall near the court clerk's window. This 2nd camera is failing and needs to be replaced. I received the attached quote from Kenton Brothers to change the Pan Tilt Zoom camera with a Omnidome 4 len camera and replace the failing camera with the current Pan Tilt Zoom. This camera would then be set to only cover the court clerk windows. The Omnidome would be set to cover the other areas of the lobby with various length lens.

By making these changes, better views of the lobby will be gained and the failing camera would be replaced. The total cost of this upgrade would be \$3137.35.

I would request this be placed on the next scheduled council agenda for their consideration.

Respectfully Submitted

A handwritten signature in black ink that reads "Lt. Norman Shriver".

LT. Norman Shriver



Proposal: 7865-2-0

Lobby camera at PD

Proposal Issued
8.2.2017

Proposal Valid To
9.13.2017

Prepared for:

Norman Shriver

Belton Police Department

P
E nshriver@beltonpd.org
W (816) 348-4416

CLIENT INFORMATION

Name: Belton Police Department

Site:
7001 E 163rd St
Belton, MO 64012

Billing:

Contact:
Norman Shriver
(816) 348-4416
nshriver@beltonpd.org

PROJECT DESCRIPTION

Omnidome Option

Un-install Lobby PTZ and re-install in hard ceiling above Court Receptionist desk to replace failing camera. Remove failing camera and re-use existing network wire to connect PTZ, PTZ must be mounted to ceiling.

Re-name camera to match new location.

Install Omnidome camera close to where the Lobby PTZ was installed. Position camera to get best overall view of lobby.

Program new camera into Milestone.

Note:

Drywall repair not included in quote.

Recorded days on server may be reduced to accommodate larger resolution of Omnidome.

PROJECT BUDGET

Omnidome	\$3,137.35
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QTY Description

1	SURROUND VIDEO OMNI G2, 12 MEGAPIXAL WDR REMOTE FO
1	3' CAT 6 PATCH CORD YELLOW

Equipment Subtotal:	\$2,391.48
Labor Subtotal:	\$710.00
Misc. Items SubTotal:	\$35.87
Omnidome Subtotal:	\$3,137.35

Financial Summary

Total Proposal Amount:	\$3,137.35
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Note: The above price does not include sales tax.



PROJECT INVESTMENT SUMMARY

System Investment

Kenton Brothers will provide the proposed system as described in this proposal for the sum of: **\$3,137.35**.

The price above includes: material, equipment and labor as described within this proposal. Taxes are not included and will be charged additionally.

Payment Terms:

Payment shall be Net 30 of invoice date.

PROJECT EXCLUSIONS, CLARIFICATIONS & ASSUMPTIONS

	Include / Exclude			Include / Exclude	
AutoCad Plans & Drawing files	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Stub Ups & Back Boxes	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Submittals	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Prevailing Wage	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Permits	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Conduit	<input type="checkbox"/>	<input checked="" type="checkbox"/>
System Training	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Coring	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Network Cabling & Infrastructure	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Fire Stopping	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Telephone Line	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Patch & Touch-up Paint	<input type="checkbox"/>	<input checked="" type="checkbox"/>
120vac Power	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Door/Frame Preparation	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Locking Hardware	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Construction Equipment	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Installation	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Remote Support	<input type="checkbox"/>	<input checked="" type="checkbox"/>
On Site Support	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Lift Rental	<input type="checkbox"/>	<input checked="" type="checkbox"/>
			Bonding	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Clarifications & Assumptions

Kenton Brothers labor is provided during normal business hours Monday through Friday from 8:00 AM - 4:30 PM.

Overtime is not included and will be charged additionally.

Kenton Brothers will broom sweep floors and dispose of Kenton Brothers created trash daily within job site provided containers.

Taxes are excluded unless specifically shown as included at pricing summary lines.

Deliveries will be made during normal business hours. Overtime delivery is not included.

Final testing and system delivery is included as per the project schedule only.



PROJECT ACCEPTANCE

Proposal Acceptance:

I have read the **General Terms and Conditions** of the sale, understand them fully, and agree to abide by them. I have also read and understand the payment terms as set forth in the **Schedule of Equipment** as listed.

I hereby certify that I am authorized by my company to sign this agreement. Kenton Brothers is hereby authorized to perform the work as specified.

AGREEMENT

This Master Agreement as incorporated and reflected in the attached "Standard Terms and Conditions" (this "**Agreement**") is made and entered into effective as of August 02, 2017 (the "**Effective Date**") by and between **Kenton Brothers Locksmiths, Inc.**, a Missouri corporation ("**KB**") and the above-identified customer ("**Customer**"). By signing this Agreement, KB agrees to provide the security equipment, software and/or services identified in the schedule(s) from time to time executed by the parties and attached hereto and/or incorporating this Agreement (each a "**Schedule**" and collectively the "**Schedules**") and Customer agrees to acquire the same, upon the terms and conditions of this Agreement and the Schedules.

THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES

Accepted By: **Kenton Brothers**
Name: **Gina Stuelke**

Signature: _____

Title: _____

Date: _____

Accepted By: **Belton Police Department**
Name: **Norman Shriver**

Signature: _____

Title: _____

Date: _____



SECTION VII

E



CITY OF BELTON
CITY COUNCIL INFORMATION FORM

AGENDA DATE: August 22, 2017
ASSIGNED STAFF: James R. Person
DEPARTMENT: Police

Approvals

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

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

ISSUE/REQUEST: To approve a 1 year building security/camera hardware maintenance agreement with Kenton Brothers in the amount of \$6,603.83.

PROPOSED CITY COUNCIL MOTION: Renew a 1 year security/camera system hardware maintenance agreement from Kenton Brothers in the amount of \$6,603.83.

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

For the past several years, we have had support plans with Kenton Brothers for our S2 access control system and our Milestone surveillance system for the cameras at the station. This was allocated in the FY 18 budget to renew these Support Plans. This year both services have been combined with a slight increase over last year's amount.

IMPACT / ANALYSIS:

Agreement will cover hardware maintenance and labor costs for the video system and cameras for the next year. Equipment maintenance is an annual line item.

FINANCIAL IMPACT

Contractor:	Kenton Brothers, Inc.
Amount of Request/Contract:	\$6,603.83
Amount Budgeted:	\$15,000.00
Funding Source:	010-3800-400-2015 Maintenance Agreement
Additional Funds	\$
Funding Source	
Encumbered:	\$
Funds Remaining:	\$8,396.17

TIMELINE	Start:	Finish:
OTHER INFORMATION/UNIQUE CHARACTERISTICS:		

STAFF RECOMMENDATION: Approve
OTHER BOARDS & COMMISSIONS ASSIGNED:
Date:
Action:

List of reference Documents Attached:

Memo from Lt. Norman Shriver
S2 and MS Security Software Upgrade Plan 1 Year



**Belton Police
Department**

Memo

To: Chief James R. Person
From: Lt. Norman Shriver
Date: 08-03-17
Re: Kenton Brothers support plan renewals

For the past several years, we have had support plans with Kenton Brothers for our S2 access control system and our Milestone surveillance system for the cameras at the station. In this year's budget money was allocated to renew these plans. Attached is the quote for both services for a one year time period. The cost is \$6,603.83 which is a slight increase over last year, but is within the budgeted amount. All other terms and conditions are the same as previous years.

I would request this be placed on the next scheduled council agenda for their approval.

Respectfully submitted

A handwritten signature in black ink, appearing to read "Lt. Norman Shriver".

Lt. Norman Shriver



Proposal: 7528-2-0

S2 and MS security software upgrade plan 1 year

Proposal Issued
8.3.2017

Proposal Valid To
9.14.2017

Prepared for:

Norman Shriver

Belton Police Department

P
E nshriver@beltonpd.org
W (816) 348-4416

OUR SERVICES

Kenton Brothers is one of the Midwest's oldest and most trusted security hardware distributors and service providers. We implement state of the art products, professional services and enterprise solutions to meet our customers' leading edge business objectives.

Doors, Frames, and Finish Hardware: Complete solutions for wood, hollow metal, and FRP openings

Master Key & High Security Keying Systems/Locksmith Services: Key control and restricted keying systems

Electronic Access Control/Electronic Hardware:
IP-based & stand alone

Video Surveillance: IP, digital video systems

Telephone Entry/Intercom Systems: Access control with audio-video capabilities

Automatic Door Operators for ADA Access: Integrate ADA compliance with your door hardware

Safes/Safety Deposit Boxes: Burglary/fire resistant units, built-in or free standing

Emergency Call Boxes: For patron/client safety and security

GSA Certified: High Security Locking Devices

Turnstiles: For interior and exterior applications

Service/Maintenance

Agreements: Experienced staff to service your equipment and systems

System Management: Providing administrative support and training

Video Analytics: Automatically monitors cameras and alerts for events of interest

Managed Monitoring Services: Designed to improve the speed to value and reduce resource load

Fire/Intrusion Defense: Protecting your most important assets, your people, from fire, weather emergency, and intrusion

AXIS
COMMUNICATIONS

Honeywell

SECURITY

SCHLAGE

medeco

VON DUPRIN

**Corbin
Russwin**

FALCON

ALVARADO

hes

Panasonic

LCN

**Master
Lock**

Norton Yale

SARGENT

SECURITRON

SONY

S2 SECURITY

milestone

Arecont Vision

GALLAGHER

CLIENT INFORMATION

Name: Belton Police Department

Site:
7001 E 163rd St
Belton, MO 64012

Billing:

Contact:
Norman Shriver
(816) 348-4416
nshriver@beltonpd.org

PROJECT DESCRIPTION

1 year software upgrades for S2 access control and Milestone video management software at Belton PD. Both SUSPs set to expire 9/30/2018. Includes labor to install latest version of software and update badging system.

PROJECT BUDGET

S2 SUSUP	\$3,981.45
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QTY Description

1 One Year Software Upgrade and Support Plan (64 Por

Equipment Subtotal:	\$3,430.00
Labor Subtotal:	\$500.00
Misc. Items SubTotal:	\$51.45
S2 SUSUP Subtotal:	\$3,981.45

Milestone SUP	\$2,622.38
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QTY Description

5,940 One day Care Plus for XProtect Professional Device
55 One year Care Plus for XProtect Professional Devic

Equipment Subtotal:	\$1,900.80
Labor Subtotal:	\$687.50
Misc. Items SubTotal:	\$34.08
Milestone SUP Subtotal:	\$2,622.38

Financial Summary

Total Proposal Amount:	\$6,603.83
Deposit Due in Advance:	\$3,301.91
Balance Due Upon Completion:	\$3,301.92

Note: The above price does not include sales tax.



PROJECT EXCLUSIONS, CLARIFICATIONS & ASSUMPTIONS

	Include / Exclude			Include / Exclude	
AutoCad Plans & Drawing files	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Stub Ups & Back Boxes	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Submittals	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Prevailing Wage	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Permits	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Conduit	<input type="checkbox"/>	<input checked="" type="checkbox"/>
System Training	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Coring	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Network Cabling & Infrastructure	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Fire Stopping	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Telephone Line	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Patch & Touch-up Paint	<input type="checkbox"/>	<input checked="" type="checkbox"/>
120vac Power	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Door/Frame Preparation	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Locking Hardware	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Construction Equipment	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Installation	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Remote Support	<input type="checkbox"/>	<input checked="" type="checkbox"/>
On Site Support	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Lift Rental	<input type="checkbox"/>	<input checked="" type="checkbox"/>
			Bonding	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Clarifications & Assumptions

Kenton Brothers labor is provided during normal business hours Monday through Friday from 8:00 AM - 4:30 PM.

Overtime is not included and will be charged additionally.

Kenton Brothers will broom sweep floors and dispose of Kenton Brothers created trash daily within job site provided containers.

Taxes are excluded unless specifically shown as included at pricing summary lines.

Deliveries will be made during normal business hours. Overtime delivery is not included.

Final testing and system delivery is included as per the project schedule only.



PROJECT ACCEPTANCE

Proposal Acceptance:

I have read the **General Terms and Conditions** of the sale, understand them fully, and agree to abide by them. I have also read and understand the payment terms as set forth in the **Schedule of Equipment** as listed.

I hereby certify that I am authorized by my company to sign this agreement. Kenton Brothers is hereby authorized to perform the work as specified.

AGREEMENT

This Master Agreement as incorporated and reflected in the attached "Standard Terms and Conditions" (this "Agreement") is made and entered into effective as of August 03, 2017 (the "Effective Date") by and between **Kenton Brothers Locksmiths, Inc.**, a Missouri corporation ("KB") and the above-identified customer ("Customer"). By signing this Agreement, KB agrees to provide the security equipment, software and/or services identified in the schedule(s) from time to time executed by the parties and attached hereto and/or incorporating this Agreement (each a "Schedule" and collectively the "Schedules") and Customer agrees to acquire the same, upon the terms and conditions of this Agreement and the Schedules.

THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES

Accepted By: **Kenton Brothers**
Name: **Gina Stuelke**

Signature: _____

Title: _____

Date: _____

Accepted By: **Belton Police Department**
Name: **Norman Shriver**

Signature: _____

Title: _____

Date: _____



STANDARD TERMS AND CONDITIONS

1. DEFINITIONS

- (a) "CCTV" means closed circuit television.
- (b) "Customer Location(s)" means the location(s) of Customer identified in the Schedule.
- (c) "Effective Date" means the effective date of this Agreement established on page 1 hereof.
- (d) "Equipment" means locking hardware, keying system hardware, cameras, alarms, doors, monitors, and other materials and tangible items
- (e) "Fees" means the KB's costs, expenses and any other charges for the Equipment, Software, Services or other items pursuant to this Agreement and/or in the applicable Schedule.
- (f) "Installation Services" means the process by which KB installs Equipment and/or Software for Customer pursuant to a Schedule.
- (g) "Leased Equipment" means Equipment that KB leases, or agrees to lease, to Customer pursuant to the terms of a Schedule.
- (h) "Licensed Software" means the machine readable forms of computer software programs and interfaces developed by KB that KB licenses, or agrees to license, to Customer pursuant to a Schedule, and all items of associated documentation, together with new releases, updates, corrections and patches to same.
- (i) "Purchased Equipment" means Equipment that KB sells, or agrees to sell, to Customer pursuant to the terms of a Schedule.
- (j) "Remote Video Equipment" means Equipment KB sells or leases, or agrees to sell or lease, to Customer pursuant to the terms of a Schedule for establishing, maintaining and/or operating a system of CCTV components at Customer Location(s) which Customer's authorized personnel can view from any computer or smart phone connected to high speed Internet.
- (k) "Remote Video Server Access" means access via the Internet to KB's remote video server which finds the IP address associated with Customer's CCTV components in order to enable Customer to view the CCTV cameras on any computer connected to high speed internet connection or any smart phone with Internet access capabilities.
- (l) "Schedule" means any purchase schedules or other order forms executed by the parties and incorporating this Agreement pursuant to which Customer may order Equipment, Software or Services from KB, together with all exhibits and schedules thereto. Schedules become effective upon execution by both parties.
- (m) "Services" means the services (including related documentation, content and materials provided in conjunction therewith) that KB provides or agrees to provide to Customer pursuant to the terms of this Agreement and a Schedule, including any changes, modifications, improvements and enhancements KB provides pursuant to a Schedule and this Agreement.
- (n) "Software" means the Licensed Software and Sublicensed Software.
- (o) "Sublicensed Software" means all third-party manufacturer firmware (embedded software accompanying Equipment) and all third-party software and interfaces that KB sublicenses, or agrees

to sublicense, to Customer pursuant to a Schedule, together with new releases, updates, corrections and patches to same developed by third party.

(p) "Maintenance and Support Services" means the Services described in Section 5 that KB provides, or agrees to provide, to Customer pursuant to a Schedule.

(q) "Maintenance and Support Services Schedule" means a Schedule in which Customer elects to purchase Maintenance and Support Services.

(r) "Work Product" means any designs, custom software programs, documentation, techniques, methodologies, inventions, analysis frameworks, procedures developed or introduced by KB in the course of or as a result of KB performing any Services, whether acting alone or in conjunction with Customer or its employees or others.

2. STANDARD TERMS AND CONDITIONS

The terms and conditions of this Agreement govern each Schedule. If there is any express conflict between the terms of this Agreement and the terms of a Schedule, the terms of the Schedule shall govern and control to the extent of such conflict. If the terms of this Agreement refer to or contain provisions governing types of Equipment, Software or Services that are not included in the Schedule, then said references to non-covered items herein shall be deemed omitted for purposes of such Schedule.

3. SERVICES

(a) Services. During the term of this Agreement, KB will provide the Services set forth on the applicable Schedule. Unless otherwise expressly provided in a Schedule, the Services (including, without limitation, Maintenance and Support Services described in Section 5) shall not include: (i) electrical work external to the Equipment or repair of damage or replacement of parts resulting from failure of electrical power or air conditioning; (ii) repair or replacement of damaged Equipment or Software (or parts thereof) resulting from catastrophe, accident, acts of God, neglect, misuse of equipment, or unauthorized modifications, repairs or reinstallation of any equipment by the Customer; (iii) any system or operational malfunction or failure not attributable to the Equipment or Software; (iv) relocation or reinstallation of Equipment or Software; or (v) assisting the Customer in obtaining any licenses or permits required by federal, state, or local entities.

(b) Changes in Scope of Work. Customer may from time to time desire to make changes in the scope of work set forth in the applicable Schedule. Variations to the scope of work, to the Equipment, Software or Services or to any specifications regarding the Equipment, Software or Services may require additional Fees or result in reduced Fees and/or may alter the time schedule for performance. Subject to the below terms, such changes must be in writing and accepted by both parties to be effective. If any such change causes an increase or decrease in the estimated Fees or causes a time schedule change from that originally agreed upon, KB will provide written notice to Customer of the change in Fees or scheduling. If such changes are acceptable to both parties, they shall execute a new or revised Schedule, change order or other written document acceptable to both parties, reflecting the changes.

(c) Additional Services. At Customer's request, upon mutual agreement, KB may provide services not included in Services or are furnished beyond the term of the Schedule. In such event, KB shall charge Customer for such additional services at the KB published rates in effect at the time the labor and parts are furnished. Labor charges shall include travel time to and from installation site and shall be computed to the nearest one-half (1/2) hour with a minimum charge per call based upon a two (2) hour period. If travel expenses are required they shall be billable at KB's costs, or, if commercial transportation is used, at the actual cost of such commercial transportation. Other travel costs, such as per diem, lodging, parking and tolls shall be invoiced to Customer as incurred.

(d) Design Services. If the Services identified in the Schedule include design services, all drawings, specifications and other documents and electronic data that KB furnishes to Customer are deemed Work Product of KB and KB shall retain ownership and property interests therein, including copyrights thereto. Upon Customer's payment in full for all Equipment, Software and Services required in the Schedule, KB grants to Customer a limited, non-exclusive, perpetual license to use the Work Product in connection with the Customer Location(s) identified in the Schedule, conditioned on Customer's express understanding that its use of the Work Product is at Customer's sole risk and without liability or legal exposure to KB or anyone working by or through KB

(e) Installation Services. If and to the extent Customer purchases Installation Services pursuant to a Schedule, Customer authorizes KB to make preparations such as drilling holes, driving nails, making attachments or doing any other thing necessary for the installation as determined by KB in its discretion. KB shall not be liable for any damage or loss sustained by any such alteration or by any delay in installation, equipment failure or interruption of service due to any reason or cause, including, without limitation, KB negligence.

4. EQUIPMENT AND SOFTWARE

(a) Equipment Purchase. Customer agrees to purchase from KB the Equipment described as Purchased Equipment on a Schedule.

(b) Equipment Lease. Customer agrees to lease from KB the Equipment described as Leased Equipment on a Schedule.

(c) Licensed Software. Subject to the terms and conditions of this Agreement (including the applicable Schedule), KB grants to Customer a non-exclusive, limited, non-transferable license to use, and permit end-users to use, the Software described as Licensed Software on a Schedule solely during the license term set forth in the Schedule and solely at the Customer Location(s) for its internal purposes.

(d) Sublicensed Software. KB grants to Customer a non-exclusive, limited sublicense to use the Software embedded in the Equipment described on a Schedule or described as Sublicensed Software on a Schedule, subject to the limitations, restrictions and other terms imposed by the third-party supplier as further described in Section 4.(f).

(e) Shipping. By signing a Schedule, Customer authorizes KB to arrange (and invoice Customer for) shipping and in-transit insurance for the Equipment. The Equipment is priced F.O.B. manufacturer's plant.

(f) Risk of Loss. Risk of loss transfers to Customer upon delivery of possession to the shipment carrier. Claims alleging error or shortage will not be considered unless made in writing, within the time limits specified by the carrier. The goods shown

on the invoice, packing list and bill of lading shall govern all cases unless such notice is timely given to the carrier with copy to KB.

(g) Disclaimer of Warranties; Third-Party Terms. Except as expressly provided in Section 12, KB makes no warranties, express or implied, to Customer regarding any Equipment or Software. If and to the extent KB's third-party suppliers or third-party manufacturers extend warranties on any of the Equipment or Software, KB passes through such warranties to Customer. Sublicensed Software may be subject to pass-through terms from the third-party suppliers. Customer shall comply with all terms and restrictions of third-party suppliers. Customer acknowledges that additional Fees may be charged for new releases and updates.

5. MAINTENANCE AND SUPPORT SERVICES

(a) Covered Maintenance and Services. If and to the extent Customer purchases Maintenance and Support Services pursuant to a Schedule, KB, through KB's staff and/or third-party contractors, will provide Maintenance and Support Services for the Equipment and/ Software identified on the applicable Schedule. Maintenance and Support Services included in KB's annual maintenance Fee are: (i) an annual service call to inspect and confirm the operation of the Equipment and Software, the timing of which annual check shall be determined at KB's discretion and may be performed during any service call scheduled for other purposes; (ii) remote diagnosis during Regular Business Hours to identify the source of any reported problem with the covered Equipment and /or Software and remote repair of the covered Equipment and Software during Regular Business Hours; (iii) if and to the extent KB, in its sole discretion, determines that any on-site diagnosis or repair is necessary to address a reported problem with covered Equipment and/or Software, on-site service call(s) during KB's Regular Business Hours; and (iv) parts needed to repair covered Equipment if and to the extent they are available for reasonable cost.

(b) Exclusions. Unless otherwise expressly provided in a Schedule, the Maintenance and Support Services shall not include: (i) after-hours labor or service calls as further described in Section 5(d); (ii) any items or work described in Section 3(a)(i) through (v); (iii) the cost of replacing any Equipment when it is not capable of repair or not feasible to repair (e.g. when the parts needed to repair are not available at a reasonable cost); or (iv) the cost of purchasing any Software updates, new releases or replacements needed to repair or resolve issue.

(c) Regular Business Hours. KB's Regular Business Hours are between the hours of 8:00 a.m. and 4:30 p.m. CST, Monday through Friday, excluding KB-recognized holidays.

(d) After-Hours Support and Fees. Telephone support is available outside Regular Business Hours through an answering service at (816) 842-3700. The Fees for remote or on-site assistance outside of KB's Regular Business Hours are not included in KB's annual maintenance fee and are Additional Services subject to additional Fees pursuant to Section 3(c).

(e) Requests for Service Call. Customer requests for support or service calls can be reported to: support@KentonBrothers.com. Customer requests for support outside of Regular Business Hours are available through an answering service at (816) 842-3700.

(f) Non-KB Furnished Equipment. Any Equipment not purchased by Customer from KB or not otherwise provided by KB that is to be covered by a Maintenance and Support Services

Schedule shall be subject to inspection by KB to determine if it is in good operating condition. Any repairs or adjustments deemed necessary by KB to bring such Equipment up to good operating condition shall be made at Customer's expense with advance notice to Customer of the extent of the necessary repairs and estimated cost of repair (if repairs are to be made by KB). If Customer does not make such necessary repairs, then KB shall have no obligation to provide the Services related to such Equipment.

(g) Manufacturer's Warranty. Equipment and Software under manufacturer's warranty will be returned for repair or replacement in accordance to that third-party suppliers' returned material authorization policy.

(h) Required KB Approvals. Customer shall not perform any material repairs to the Equipment or Software without KB's prior approval and Customer shall not relocate, reinstall or modify any of the Equipment without KB's prior written approval. Nothing in the foregoing relieves Customer of responsibility for routine maintenance and the other obligations imposed in Section 8.(b).

(i) Term. The initial term of the Maintenance and Support Services shall commence on the date set forth in the applicable Maintenance and Support Services Schedule and shall continue for the period of months set forth in that Schedule. Thereafter, unless the Maintenance and Support Services Schedule otherwise expressly provides and unless either party gives written notice of non-renewal to the other party at least sixty (60) days prior to expiration of the then current term, the term of the Maintenance and Support Services shall automatically renew for the additional, consecutive periods specified in the Schedule.

(j) Fees. The annual Fee for Maintenance and Support Services during the initial term, for the Equipment specified in applicable Schedule, shall be the amount set forth in the Schedule. Fees for renewal terms are subject to change as provided in Section 7.(d). If Customer, with KB's approval, makes any additions, modifications or deletions to the Equipment listed in the Schedule, KB shall adjust the annual maintenance charge to reflect such changes. Any additional charges under Section 5.(d) shall be at KB's published rates in effect at the time that KB furnishes the additional services.

(k) Payment. Unless otherwise stated in the applicable Schedule, the annual Fee for Maintenance and Support Services shall be paid in equal monthly installments with each payment due in advance. KB shall invoice Customer for such amounts and payment shall be due monthly within fifteen (30) days of the invoice date. All other charges shall be invoiced following the work performed and due upon receipt.

6. REMOTE VIDEO EQUIPMENT AND/OR ACCESS SERVICE

(a) 90-Day Equipment Warranty. If Customer purchases as new any Remote Video Equipment pursuant to a Schedule, KB warrants, for a period of ninety (90) days from the date of installation by KB or from the date of sale if system is self-installed by Customer, that the Remote Video Equipment shall be free from defects in material and workmanship and that the manufacturer firmware (embedded software accompanying the Remote Video Equipment) shall perform in substantial compliance with the specifications contained in the manufacturer's operating instructions. The conditions, limitation and other terms of this ninety (90)-day warranty are set forth in Section 12. Consistent with Section 12, KB disclaims all warranties, other than the warranty in this Section 6.(a).

(b) Remote Video Server Access. If and to the extent Customer purchases Remote Video Server Access pursuant to a Schedule, during the term of the Remote Video Access Service set forth in the Schedule, KB will provide Customer with access via the Internet to KB's remote video server which finds the IP address that Customer's closed circuit television ("CCTV") is using in order to enable Customer to view the CCTV cameras on any computer connected to high speed internet connection or any smart phone with Internet access capabilities. KB is responsible only for allowing access to its remote video server and will assign a unique passcode to Customer to enable such access. Customer is solely responsible for supplying all 110 Volt AC power, electrical outlets and receptacles, electric service, high speed Internet connection, high speed broadband cable or DSL and IP address at Customer's premises where the CCTV system is installed. KB has no responsibility or liability for the same. For purposes of clarity, KB is not responsible for Customer's access to the Internet or for any interruption of service or down time of KB's remote video server. Customer also is solely responsible for installing, assigning and maintaining the security of all passcodes Customer assigns to the end users Customer authorizes to view the CCTV cameras.

(c) Term of Access. The initial term of the Remote Video Server Access shall commence on the date set forth in the applicable Schedule and shall continue for the period of months set forth in that Schedule. Thereafter, unless the Schedule otherwise expressly provides and unless either party gives written notice of non-renewal to the other party at least sixty (60) days prior to expiration of the then current term, the term of the Remote Video Server Access shall automatically renew for the additional, consecutive periods specified in the Schedule.

(d) Fees. The annual Fee for Remote Video Server Access during the initial term shall be the amount set forth in the applicable Schedule. Fees for renewal terms are subject to change as provided in Section 7.(d).

(e) Payment. Unless otherwise stated in the applicable Schedule, the annual Access Fee shall be paid in equal monthly installments with each payment due in advance through credit card/bank authorization pursuant to Section 7.(b). In the event Customer fails to timely pay the monthly access charge KB shall be permitted to terminate Customer's access to KB's remote video server without notice.

7. FEES AND PAYMENT

(a) Fees. Customer shall pay KB the Fees in the amount, at the times and in the manner set forth in this Agreement or the applicable Schedule. KB may, in its sole discretion, require a down payment or payment in full prior to shipment of the Equipment/Software or performance of the Services. Unless otherwise stated in the applicable Schedule, the contract price (less any down payment previously paid) for Equipment, Software and Installation Services per the Schedule shall be paid within thirty (30) days after the date of invoice. The address for payment is 1718 Baltimore Ave. Kansas City MO 64108 or such other address KB designates in writing. The stated Fees do not include any applicable taxes or duties, including without limitation, state and local use, sales and property taxes and duties. Customer is responsible for all taxes and duties incurred as a result of its subscription and use of or access to the Equipment, Software or Services (except for any taxes levied upon KB's income).

(b) Credit/Bank Card Authorizations. Customer acknowledges that KB's obligation to provide certain Services is conditioned

upon Customer providing and maintaining a valid credit card or bank debit authorization with KB that permits KB to receive payment by automatically charging to Customer's credit card or automatically debiting to Customer's bank account all Fees payable under the applicable Schedule. Unless otherwise provided in a Schedule, such credit card or debit authorization method of payment applies to Fees for Remote Video Server Access and third-party monitoring. In the event of non-payment through this method for any reason, such non-payment shall constitute a breach by Customer. KB shall not be required to send invoices or bills for these Services.

(c) Remedies for Non-Payment. If Customer does not timely comply with KB's payment terms or shows evidence of changed financial condition, KB may declare Customer in breach, suspend further access to the Services and/or terminate this Agreement at KB's sole option and pursue any or all of the following additional remedies: (i) collect interest at the lower of the rate of 1.533% per month or the maximum interest rate allowed under applicable law on all invoices older than thirty (30) days; (ii) require additional security or changes in the payment terms conditions; (iii) accelerate payment and declare the entire remaining Fees immediately due and payable to KB including, without limitation, the balance of any Fee(s) for Maintenance and Support Services payable under the Maintenance and Support Services Schedule during the then current term or any Fees for Remote Video Server Access payable under the applicable Schedule during the then current term and/or (iv) any other remedies available at law or in equity.

(d) Reimbursement of Expenses. Unless otherwise noted in a Schedule, Customer shall reimburse KB for any reasonable out-of-pocket expenses actually incurred by KB relating to KB's performance of its obligations under this Agreement.

(e) Changes to Fees upon Renewal Term. Fees for renewal terms may be changed by KB upon ninety (90) days' advance written notice.

8. CUSTOMER OBLIGATIONS

(a) Space; Facilities; Access. Customer, at its own expense shall provide KB with (i) ready access to the Equipment and Software at all reasonable times as necessary to perform the Services together with Customer's server(s) and other information technology systems to the extent necessary to perform the Services; (ii) adequate work and storage space and utilities; (iii) all electrical current, electrical current outlets, circuits and wiring required by the Equipment (and Customer is responsible for any ground loop or surge issues); (iv) a clean operating environment at the installation site which does not exceed the rated temperature, humidity and operation specifications of the Equipment; and (v) access to the Customer's network via the Internet to allow remote IT system support of relevant Equipment and Software at all times, including adequate bandwidth.

(b) Customer's Information Technology Systems. Although KB may need access to Customer's servers and other information technology systems to perform the Services, Customer is solely responsible for maintaining and operating the IT system and assuring that the integration of security components hereunder do not alter the proper functioning of Customer's network and systems.

(c) Maintenance; Unauthorized Relocation or Repair. Customer shall perform routine maintenance on the Equipment, such as keeping the Equipment clean, secure, and in a proper

environment, upgrading software, and any non-material equipment repair.

(d) Extraordinary Service Costs. If any specialized equipment is required to provide the Services to Customer (including, without limitation, special scaffolding or man-lift equipment), then Customer shall either provide such specialized equipment or reimburse KB for the cost of the rental or purchase of such specialized equipment. Such duty applies to all Services requiring specialized equipment, including, without limitation, Services included in Maintenance and Support Services.

9. THIRD PARTY CENTRAL OFFICE MONITORING

Customer acknowledges that no central office monitoring services are provided by KB to Customer pursuant to this Agreement. If requested by Customer and set forth in a Schedule, KB will contract directly with a third party monitoring company to provide central office monitoring services for Customer, and the Fee for such third-party monitoring will be set forth on the applicable Schedule. This third party arrangement is offered by KB solely as a convenience to Customer and Customer acknowledges that KB is not responsible for providing any monitoring services. Customer agrees that KB shall not be liable under any circumstances for any events arising out of or in any way related to the third party monitoring services, and KB expressly disclaims all liability associated with such central office monitoring services.

10. TERM; TERMINATION

(a) Term. This Agreement will commence on the Effective Date and remain in effect so long as the term of any Schedule remains in effect.

(b) Termination of a Schedule. Either party may terminate any Schedule(s) upon thirty (30) days prior written notice to the other party, in the event that the other party: (i) materially breaches any material provision of this Agreement or the Schedule and fails to cure such material breach within such thirty (30)-day notice and cure period, or (ii) is the subject of a voluntary or involuntary bankruptcy, reorganization or liquidation proceeding, is insolvent, makes a general assignment for the benefit of creditors or admits in writing its inability to pay debts when due. Additionally, KB may immediately suspend or terminate this Agreement upon written notice to Customer pursuant to Section 7(c). Further, this Agreement shall automatically terminate in the event that loss or irreparable damage or destruction occurs which renders the Equipment permanently unfit for use.

(c) Effect of Termination. Upon the expiration or other termination of a Schedule for any reason, each party's rights and obligations under the Schedule shall automatically terminate except those rights and obligations that accrued prior to the effective termination date of the Schedule and those rights and obligations that by their nature or express terms continue after the effective termination date of the Schedule. If any Schedule is terminated for any reason, other than termination by Customer pursuant to Section 10.(b) due to KB's breach, KB shall be entitled to retain all prepaid Fees, to accelerate payment and declare the entire remaining Fees immediately due and payable to KB (including, without limitation, the balance of any Fee(s) for Maintenance and Support Services payable under the Maintenance and Support Services Schedule during the then current term or any Fees for Remote Video Server Access payable under the applicable Schedule during the then current term) and pursue any and all additional remedies available at law or in equity. Upon termination of the Agreement, if any of the

Equipment is owned by KB, then Customer will reimburse KB for the cost of the removal charges of such Equipment.

11. RELATIONSHIP OF PARTIES

The relationship of KB and Customer established by this Agreement shall be solely that of independent contractors, and nothing herein shall create or imply any other relationship. Nothing in this Agreement shall be construed to give either party the power to direct or control the daily activities of the other party. KB shall have the right to determine the method, details, and means of providing and performing the Services. KB shall have the sole right to designate the appropriate personnel, subcontractors or service partners necessary to provide the Services to be performed under a Schedule. KB reserves the right to substitute personnel, subcontractors and service partners for any reason and in its own discretion. Customer agrees that KB shall not be liable for any loss or damage sustained by Customer caused by the negligence of any third parties, including subcontractors and service partners selected by KB to perform the Services.

12. LIMITED WARRANTIES; DISCLAIMER OF ALL OTHER WARRANTIES

(a) Limited Warranties. KB warrants the workmanship of all Services it performs under this Agreement for a period of ninety (90) days from the date the Services are performed. With respect to Remote Video Equipment sold new to Customer, KB makes the warranty set forth in Section 6(a). With respect to all other Equipment sold new to Customer, KB warrants, for a period of one (1) year from the earliest of date of shipment, that the Equipment shall be free from defects in material and workmanship and that the manufacturer firmware (embedded software accompanying the Equipment) shall perform in substantial compliance with the specifications contained in the manufacturer's operating instructions] KB shall be the sole judge in determining whether the Services, Equipment or Software are/were defective. KB's sole obligation and Customer's exclusive remedies with respect to Services or Equipment KB determines to be defective during the warranty period shall be KB's obligation to re-perform the defective Services or to repair or replace the defective item (which selected option shall be determined by KB in its sole discretion). KB reserves the right to substitute materials of equal quality at time of replacement or to use reconditioned parts in fulfillment of this warranty. All remedies are expressly conditioned upon: (i) Customer advising KB of any defect, error or omission within ten (10) days after KB's performance of the Services in the case of defective Services, and within ten (10) days after KB's installation of the Equipment or, if installed by Customer, within ten (10) days from the date of sale of the Equipment, in the case sale of new Equipment; (ii) Customer sending written notice of defect to KB, by certified or registered mail/ return receipt requested in the event Customer complies with Section 12.(a)(i) and KB fails to re-perform the Services or to repair or replace the Equipment within thirty-six (36) hours after the date of the notice required in Section 12.(a)(i) excluding Saturdays, Sundays and legal holidays; (iii) Customer not repairing or altering the Equipment without KB's consent; and (iv) Customer complying with the operating instructions for the Equipment. In the event KB elects to repair any Equipment at its own site or to replace any Equipment, Customer shall pay the cost of disassembling and returning the allegedly defective Equipment and KB. The warranty does not include batteries, reprogramming, damage by lightning or electrical surge and does not cover any damage to material or equipment caused by accident, misuse, attempted or unauthorized repair service, modification, or improper

installation by anyone other than KB. KB is not the manufacturer of the Equipment and, other than KB's limited warranty in this Section 12.(a), Customer agrees to look exclusively to the manufacturer of the equipment for repairs under its warranty coverage, if any. KB makes no warranties of any kind with respect to used or refurbished Equipment sold to Customer.

(b) Disclaimer of All Other Warranties. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW AND EXCEPT AS OTHERWISE EXPRESSLY STATED IN THE APPLICABLE SCHEDULE, KB PROVIDES ALL EQUIPMENT, SOFTWARE AND SERVICES UNDER THIS AGREEMENT ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND. KB HEREBY DISCLAIMS ANY WARRANTIES, EXPRESS OR IMPLIED, RELATING TO THE EQUIPMENT, SOFTWARE OR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT, OR ANY WARRANTY, GUARANTEE, OR REPRESENTATION REGARDING THE USE OR THE RESULTS OF THE USE OF THE EQUIPMENT, SOFTWARE OR SERVICES. KB MAKES NO REPRESENTATION OR WARRANTY THAT THE EQUIPMENT, SOFTWARE OR SERVICES WILL AVERT, DETER OR PREVENT ANY LOSS OR INJURY DUE TO BURGLARY, HOLD UP, FIRE OR OTHERWISE, OR THAT THE EQUIPMENT OR SERVICES WILL PROVIDE THE PROTECTION FOR WHICH THEY ARE INTENDED OR THAT THE SYSTEM OR ITS COMPONENTS ARE INCAPABLE OF HACKING, COMPROMISE OR CIRCUMVENTION. KB MAKES NO WARRANTY AND ASSUMES NO RESPONSIBILITY OR LIABILITY WITH REGARD TO ANY THIRD PARTY HARDWARE, EQUIPMENT OR SOFTWARE PROVIDED BY KB OR WITH WHICH THE SERVICES MAY BE REQUIRED OR DESIRED TO COMMUNICATE OR OPERATE. KB IS NOT RESPONSIBLE FOR ANY DEFECT CAUSED BY OR THAT OTHERWISE RESULTS FROM MODIFICATIONS, MISUSE OR DAMAGE TO THE SERVICES MADE, PERMITTED OR OTHERWISE CAUSED BY CUSTOMER IN WHOLE OR IN PART.

13. LIMITATION OF LIABILITY

Customer's exclusive remedy for breach of this agreement shall be limited to restoring the equipment covered by this agreement to good operation condition. KB shall have no liability for any delay in performing its obligations hereunder. IN NO EVENT SHALL KB BE LIABLE FOR CONSEQUENTIAL OR SPECIAL DAMAGES.

14. INDEMNIFICATION BY CUSTOMER

(a) Subject to and without waiving customer's rights of sovereign immunity, each party shall to the fullest extent permitted by law defend and hold harmless one another, and their respective officers, shareholders, directors, employers, agents and affiliates (each an Indemnified party) from and against any and all damages, costs, liabilities, losses and expenses (including but not limited to, reasonable attorney's fees) resulting from any claim, suit, action, arbitration or proceeding brought or threatened

by a third party against any Indemnified Party to the extent arising from or relating to: (a) the design, manufacture, installation or operation of any equipment or software or the performance/non-performance of any services pursuant to this agreement; (b) any breach or alleged breach by a party of any of its representations, warranties covenants or obligations hereunder or any actual or alleged act or failure to act by a party; or (c) any of the services provided pursuant to this agreement by a subcontractor or service partner of KB.

(b) KB Not an Insurer. Customer understands that KB is not an insurer. Customer has sole responsibility to obtain insurance adequate to cover risks, losses, damages, injuries, death and other effects of burglary, fire, physical dangers or medical problems affecting Customer, Customer's family, and any other persons who may be in or near Customer's Location(s).

14. EXCULPATORY CLAUSE

The Services performed by KB in connection with this Agreement are not designed to reduce any risks of loss to Customer and KB does not guarantee that no loss will occur.

15. CONFIDENTIAL INFORMATION

(a) Confidential Information. Customer acknowledges that during the course of this Agreement, KB may disclose certain confidential information to Customer, including, without limitation, information concerning the business, technology, products, services, financial information, pricing, proposals, customers, prospective customers, referral sources, know-how, procedures, inventions, object or source code, databases, research, programs, designs, concepts, methodologies and strategies of KB ("Confidential Information"). The Customer shall maintain the secrecy of all such Confidential Information disclosed to it pursuant to this Agreement. Customer shall not use, disclose or otherwise exploit any Confidential Information for any purpose not specifically authorized pursuant to this Agreement; provided that, Customer may produce information in compliance with any law, court or administrative order. Customer shall give KB reasonable notice under the circumstances and to the extent permitted by law that such Confidential Information is being sought by a third party so as to afford KB the opportunity to limit or prevent such disclosure. All files, lists, records, documents, drawings, documentation, end-user materials, specifications, equipment and computer programs that incorporate or refer to any Confidential Information shall be returned, deleted or destroyed by the Customer promptly upon termination or expiration of this Agreement.

(b) Remedies. Customer agrees that a breach of Section 16(a) will cause KB irreparable injury and damage. The parties expressly agree that KB shall be entitled to injunctive and other equitable relief to prevent such a breach, in addition to any other remedy to which KB might be entitled. The parties waive the posting of any bond or surety prior to the issuance of an injunction hereunder. In the event a court refuses to honor the waiver of bond hereunder, the parties expressly agree to a bond in the amount of \$100.00. All remedies for such a breach shall be cumulative and the pursuit of one remedy shall not be deemed to exclude any other remedy with respect to the subject matter hereof.

16. NOTICE TO OWNER

FAILURE OF KB TO PAY THOSE PERSONS SUPPLYING MATERIALS OR SERVICES TO COMPLETE THIS

AGREEMENT CAN RESULT IN THE FILING OF THE MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT HEREOF PURSUANT TO CHAPTER 429, RSMO. TO AVOID THIS RESULT YOU MAY ASK KB FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS AGREEMENT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.

17. ARBITRATION OF DISPUTES

(a) Arbitration. Except as provided in Section 18.(c) below, the parties agree that all claims, disputes or controversies between KB and Customer which arise out of or relate to this Agreement, or the breach thereof, shall be submitted to and resolved by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules (including its Emergency Rules) then in effect and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Any demand for arbitration must be filed promptly and within a reasonable time after a claim, dispute or controversy has arisen and in no event later than one (1) year after the cause of action accrued.

(b) Place. The parties agree the place of arbitration shall be in Cass County, Missouri.

(c) Exclusions. Regardless of any contrary provision contained in this Agreement, claims by KB against Customer collecting overdue amounts not disputed by Customer shall not be subject to the provisions of this Section 18. And, regardless of any contrary provision contained in this Agreement, claims, disputes and controversies arising out of actions or claims filed or asserted by third parties on account of personal injury or death of a person, loss or damage to property shall not be subject to the provisions of this section.

18. ATTORNEYS FEES AND COSTS

Should either party be required to institute any arbitration, lawsuit, action or proceeding to enforce any of its rights set forth in this Agreement (including any Schedule), then the prevailing party in any such lawsuit, action or proceeding shall be entitled to reimbursement from the non-prevailing party for all reasonable attorneys' fees and costs incurred in such arbitration, lawsuit, action or proceeding.

19. GENERAL PROVISIONS

(a) No-Hire. Without the prior written consent of KB, Customer will not offer employment, consulting or other arrangement to any of KB's employees until the earlier of one (1) year after termination of this Agreement or one (1) year after such employee leaves the employment of KB.

(b) Entire Agreement; Amendment. This Agreement, including the Schedules, constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements, both oral and written, with respect to the subject matter hereof. Except as otherwise provided herein, no amendment or modification of this Agreement or any Schedule shall be effective unless in writing and signed by both parties.

No use of trade, course of prior dealings between the parties or other regular practice or method of dealing between the parties shall be used to modify, interpret, supplement or alter in any manner the terms of this Agreement.

(c) Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. This Agreement may be delivered by facsimile or scanned email transmission.

(d) Severability. If any term or provision of this Agreement shall be held to be invalid, illegal or unenforceable, the remaining terms and provisions of this Agreement shall remain in full force and effect, and such invalid, illegal or unenforceable term or provision shall be deemed not to be part of this Agreement.

(e) Governing Law; Venue. This Agreement shall be governed by and construed, interpreted, and enforced in accordance with the laws of the State of Missouri, without reference to its conflicts or choice of law principles. The parties agree that the sole and exclusive jurisdiction and venue for any and all disputes arising under this Agreement that are not subject to arbitration pursuant to Section 18 (including, without limitation, actions to enforce a binding decision of the arbitrator) shall be in any trial court located in or having jurisdiction over Cass County, Missouri. Each of the parties hereby irrevocably submits and consents to personal jurisdiction in the State of Missouri.

(f) Notices. Any notice required hereunder shall be delivered by hand, by courier service, or by certified mail (return receipt notices so delivered shall be effective upon actual receipt of the electronic transmission).

(g) Waiver. Except as specifically provided in a written waiver signed by a duly authorized representative of the party seeking enforcement, the failure to enforce or the waiver of any term of this Agreement shall not constitute the waiver of such term at any

time or in any circumstances and shall not give rise to any restriction on or condition to the prompt, full and strict enforcement of the terms of this Agreement.

(h) Assignment and Benefit. Neither party may assign this Agreement without the prior written consent of the other party; provided, however, that KB may assign this Agreement in connection with the sale, merger or disposition of KB, the Services or any of its related business operations. This Agreement shall be binding upon and shall inure to the benefit of Customer and KB and their successors and permitted assigns, subject to the other provisions of this section.

(i) Delays in Performance or Shipment. KB shall exercise reasonable efforts to perform all Services on the proposed or scheduled dates, but KB makes no guarantees as to dates. KB shall be further excused from any delay or failure in its performance hereunder caused by any disruption or slow speed of the Internet, break-downs of security or introduction of computer viruses (and the like) by third parties, any labor dispute, government requirement, act of God, or any other cause beyond its reasonable control. If through no fault of KB delivery is delayed, Customer shall pay to KB any additional costs it incurs as a result of such delay.

(j) Third Parties. Nothing in this Agreement, express or implied, shall create or confer upon any person or entity not a named party to this Agreement any legal or equitable rights, remedies, liabilities or claims with respect to this Agreement and nothing in this Agreement or any Schedule shall give any third party any claim or cause of action against KB.

SECTION IX

C

AN ORDINANCE LEVYING AND FIXING THE RATE OF TAX FOR MUNICIPAL PURPOSES, FOR THE PARK FUND, AND THE DEBT SERVICE FUND FOR FISCAL YEAR 2018.

WHEREAS, the City of Belton annually sets and affixes the ad volrem rate of taxation to be levied upon all real property and tangible personal property located within the City of Belton, County of Cass, State of Missouri, as required by RSMo 67.110; and

WHEREAS, the public hearing notice was advertised in the Cass County Democrat newspaper on August 11, 2017 as is required by RSMO 67.110.

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

Section 1. GENERAL LEVY: The rate of tax for municipal purposes upon all subject and objects of taxation for fiscal year beginning April 1, 2017 and ending March 31, 2018 shall be and is hereby fixed at (\$.05261) on the one hundred dollar (\$100.00) valuation.

Section 2. DEBT SERVICE LEVY: The rate of tax for General Fund debt service upon all subjects and objects of taxation for the fiscal year beginning April 1, 2017 and ending March 31, 2018, shall be and is hereby fixed at (\$1.1310) on the one hundred dollar (\$100.00) valuation.

Section 3. PARK FUND: The rate of tax for Park Fund purposes upon all subjects and objects of taxation for the fiscal year beginning April 1, 2017 and ending March 31, 2018, shall be and hereby is fixed at (\$.2341) on one hundred dollar (\$100.00) valuation.

Section 4. NOT TO BE VOTED UPON: The rate of tax fixed in Section 1, 2, and 3 herein stated, shall be, and are inclusive of all proposed increases which have been submitted to the vote of the qualified voters of the City of Belton and approved hereby or otherwise permitted by statute.

Section 5. SEVERANCE CLAUSE: The provisions of this ordinance are declared to be severable, and if any sentence, clause or phrase of this ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses and phrases of this ordinance, but they shall remain in effect notwithstanding the invalidity of any part.

Section 6. EFFECTIVE DATE: This ordinance shall have retroactive effective upon its passage and approval from April 1, 2017.

Read for the first time: August 22, 2017

Read for the second time and passed: August 22, 2017

Mayor Jeff Davis

Approved this 22nd day of August, 2017

Mayor Jeff Davis

ATTEST:

Patricia Ledford, City Clerk
City of Belton, Missouri

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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the 22nd day of August, 2017, and thereafter adopted as Ordinance No. 2017- _____ of the City of Belton, Missouri, at a regular meeting of the City Council held on the 22nd day of August, 2017, after the second reading thereof by the following vote, to-wit:

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

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

SECTION IX

D

AN ORDINANCE OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING A SINGLE CONTRACT WITH ADY ADVANTAGE THAT INCLUDES STRATEGIC PLANNING AND CITY VISIONING AS FOLLOWS: STRATEGIC PLANNING FOR ECONOMIC DEVELOPMENT, \$24,750 (\$39,750) AND CITY VISIONING/STRATEGIC PLANNING, \$8,500.

WHEREAS, Strategic planning is important to an organization because it provides a sense of direction and outlines measurable goals; and

WHEREAS, the City of Belton has experienced tremendous turnover in both staff and leadership, including reorganization and separation of two departments (authorized by City Council on 7/25/2017); those departments being Economic Development and Community Development with the purpose of better serving the needs of Belton constituents; and

WHEREAS, Economic Development staff has applied for and received a \$15,000 cost share grant with KCP&L’s Local Partners Program for an Economic Development Strategic Plan and by accepting the KCP&L grant, the City of Belton agrees to utilize their consultant, Ady Advantage; and

WHEREAS, the contract price for the Economic Development Strategic Plan is \$39,750, less the \$15,000 KCP&L grant, the City of Belton’s portion for the Economic Development Strategic Plan is \$24,750 and the funds are in the approved FY2018 budget; and

WHEREAS, the opportunity also exists to utilize the expert services of Ady Advantage to facilitate and document a leadership retreat – in conjunction with the Economic Development Strategic Planning services – in order to confirm and provide a clear statement of where the City is going and how it intends to get there. It includes a vision, a description of the mission of the organization, a set of guiding principles (values) that will guide actions, and set multi-year goals that guide decisions, objectives and strategies for each goal, and a plan for implementation and accountability; and

WHEREAS, the leadership retreat would consist of the City Manager, Mayor, City Council and city department heads under a separate scope of service within the Ady proposal for a contract amount of \$8,500 and the funds are in the approved FY2018 budget; and

WHEREAS, City Council approves the contract, herein attached and incorporated as **Exhibit A** with Ady Advantage in a not-to-exceed amount of \$33,250.

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

SECTION 1. That ordinance, and as now set forth attached here as **Exhibit “A,”** is hereby approved for the purposes described above.

SECTION 2. The City Manager and Economic Development/Strategic Planning Director are authorized to execute the contract on behalf of the City.

SECTION 3. That this ordinance shall be in full force and effect from and after the date of its passage and approval and shall remain in effect until amended or repealed by the City Council.

Read for the first time: August 22, 2017

Read for second time and passed:

Mayor Jeff Davis

Approved this ___ day of _____, 2017.

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 8th day of August, 2017, and thereafter adopted as Ordinance No. 2017-__ of the City of Belton, Missouri, at a regular meeting of the City Council held on the ___ day of _____, 2017, 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, Missouri

Economic Development Strategic Plan and Leadership
Retreat Facilitation and Documentation
UPDATED August 10, 2017



STRATEGY MATTERS

Provided to:
Alexa Barton
City Manager
City of Belton
520 Main Street
Belton, MO 64012
816.892.1252 o
abarton@belton.org

Provided by:
Janet Ady
President /CEO
Ady Advantage
613 Williamson Street, Suite 201
Madison, WI 53703
608.663.9218 o/608.345.2510 m
jady@adyadvantage.com

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Introductory Letter

LETTER FROM THE PRESIDENT

Ms. Alexa Barton
City Manager
City of Belton, Missouri
520 Main Street
Belton, MO 64012
abarton@belton.org

Dear Alexa,

Thank you for the opportunity to assist the City of Belton's economic development team in crafting its Economic Development Strategic Plan. This plan will help the city map its key economic assets (where we're at now), articulate its vision (where we want to go), and outline a detailed road map (the plan to get there).

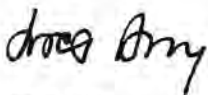
Our approach includes input from select stakeholders, as well as a complete target industry analysis to determine not only your current driver industries, but emerging opportunities that may mesh well with your existing economic assets. We've also included interviews with local employers and regional employers who draw from your community, such as the Kansas City Plant of the NNSA.

Another element of our approach is a review of available sites and buildings, because all site selection and expansion projects start with a search for an available property. Our research shows that the lack of an appropriate site or building and/or a lack of readiness in those that are available are among the top reasons why communities are eliminated during the site selection process.

To support the process, we have included in our proposal an approach for facilitating an upcoming City of Belton leadership retreat. This will help gain an understanding and alignment of what the city's goals and priorities should be, and provide clarity on who is responsible for each. Any items brought up during the retreat related to the upcoming Charter Review Process will be captured and forwarded to the Charter Review team as input into their process. Likewise, items brought up that relate to economic development will be forwarded to the city's economic development team for input into the strategic planning process.

Please consider this proposal as a draft. If there are ways we can revise it to better reflect your needs, we would be happy to do so.

Best regards,



Janet Ady
President and CEO

Project Understanding – Strategic Plan

BACKGROUND

The City of Belton, Missouri, with a population of just over 23,000, is located in Cass County, within the Kansas City MSA.

It benefits from its proximity to the Kansas City metropolitan area as well as I-49, which bisects it and provides easy access to destinations north and south.

QuikTrip Distribution is the largest private sector employer located within the city limits. Others include Hy-Vee (retail grocery) and ROM Corporation (roll-up doors). Logistics firms have been growing rapidly in the city.

In addition, in 2014 the Kansas City Plant of the National Nuclear Security Administration relocated into a smaller, more cost-effective site. This new site, adjacent to the former Richards-Gebaur Air Force Base in southern Kansas City, consists of 1.5 million rentable square feet and is within three miles of the City of Belton, providing employment opportunities for many of its residents.

Cass County/Belton is also working to become a certified Work Ready Community through the Missouri Department of Economic Development.

The city has a 120-acre, city-owned site that was a finalist for the CVS distribution project. There is also a 149-acre site owned by others that offers access to two interchanges along I-49. There are numerous other options within the city or with the potential to be annexed to the city, offering significant growth opportunities for industrial companies.

Its natural locational advantages, infrastructure improvements and proximity to talent have resulted in both retail and commercial development in the city over the past several years.

At the same time, the city has taken the economic development function in-house. It is now looking to formalize its Economic Development Strategic Plan.



Project Understanding – Strategic Plan (continued)

OBJECTIVE

The objective of this project is to develop an Economic Development Strategic Plan for the City of Belton.

The focus of the plan will be to identify economic growth and diversification strategies, including but not limited to the following topics:

- Who are the key existing businesses? What opportunities and challenges do they face? Which can the city of Belton impact? (SWOT)
- From how far away do employees travel to work for companies that are located in Belton? (laborshed) How far away do residents of Belton commute for work? (commuting patterns)
- What industries are the drivers for Belton's economy? (economic base analysis)
- What sites and buildings are available for industrial growth? How "ready" is each property? What does the property "pipeline" look like for the next couple of years? (property readiness assessment)
- What training and educational resources are available? What infrastructure assets does the city have? What is the business climate in Belton and the State of Missouri? How competitive are operating costs and operating conditions in the city? (asset mapping)
- What incentives and programs are available to help companies stay, grow, and relocate to Belton? (programs)
- What industries would place the greatest value on the unique mix of economic assets in Belton? Which should Belton target for growth and diversification? (target industry identification)
- How should the city allocate its resources to support economic development? What initiatives should be the focus of the plan? (implementation plan)
- What strategies should be used to retain and attract business in the identified target industries? (marketing plan)

SCOPE

The focus of this plan will be industrial and commercial development; retail development is excluded.

We assume that the Kansas City Area Development Council (KCADC) will be able to provide us with specific data runs from EMSI and/or JobsEQ for the purposes of some of the desk research. If this is not possible, there will be an additional charge to our fees to cover this cost (usually \$3,500).

Project Understanding – Leadership Retreat

BACKGROUND

The City of Belton, Missouri, with a population of just over 23,000, is located in Cass County, due south of Kansas City along Interstate 49. The city is governed by an elected Mayor and eight Council Members. A new City Manager took office on June 1, 2017; her predecessor served the city for many years.

OBJECTIVES

The City Manager is interested in having Ady Advantage facilitate and document a leadership retreat in conjunction with the economic development strategic planning process to:

- Identify key audiences (e.g., residents, existing businesses, visitors, new businesses)
- Confirm and provide a clear statement of where the city is going and how it intends to get there, including an outline of key success factors – items that will need to be in place for the city to be successful in meeting its vision for each of its key audiences
- Identify and prioritize issues
- Create an action plan based on the above, which includes a vision, a description of the mission of the organization, a set of guiding principles (values) that will guide actions, and multi-year goals that guide decisions, objectives, and strategies for each goal, and a plan for implementation and accountability

SCOPE

Retreat participants will include the City Manager, Mayor, City Council (eight members), and city department heads (10-12 people).

The retreat will take place off-site over two consecutive half-day meetings (such as on a Friday afternoon and a Saturday morning). We assume that the city will select the location and make the meeting arrangements (invitations, RSVPs, meeting room reservations, etc.).

Any items brought up in the Leadership Retreat related to the upcoming Charter Review Process will be captured and forwarded to the Charter Review team as input into their process. Likewise, items brought up that relate to economic development will be forwarded to the city's economic development team for input into the strategic planning process.

The City of Belton will enlist someone to help capture notes during the retreat. This will require attendance at the retreat plus time afterwards to enter the notes into the Ady Advantage template. Ady Advantage will take the lead on crafting the detailed plan from these inputs.

To help save on travel expenses, Ady Advantage and the City of Belton will coordinate the leadership retreat with the on-site visit for the city's economic development strategic plan project. City of Belton staff will also drive Ady Advantage to and from the retreat location to avoid rental car costs.

Timeline and Investment

PROJECT TIMELINE

Our approach is illustrated by the following diagram. Ady Advantage will be on-site one time during the project, for three man-days during Step 3. As a value added option, Ady Advantage can come on-site again for the final presentation in Step 11. This timeline can be accelerated within reason to meet the city's needs.

STEPS	WEEKS															
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
ECONOMIC DEVELOPMENT STRATEGIC PLAN																
Step 1: Project Initiation	●															
Step 2: Desk Research	■	■	■	■												
Step 3: On-Site Visit				◆												
Step 4: Target Industry Analysis			■	■	■	■	■	■								
Step 5: City of Belton Positioning							■	■								
Step 6: Initial Report Out								●								
Step 7: Target Industry Positioning (OPTIONAL)							■	■	■							
Step 8: Visioning/Goals Work Session									●							
Step 9: Growth Strategies and Marketing Plan									■	■	■	■	■	■		
Step 10: Implementation and Marketing Plan												■	■	■	■	■
Step 11: Final Presentation (ON-SITE OPTIONAL)																●
Step 12: Implementation of Recommendations																>
LEADERSHIP RETREAT FACILITATION AND DOCUMENTATION																
Step 1: Project Initiation	●															
Step 2: Preparation for Retreat	■	■	■	■												
Step 3: Facilitate Leadership Retreat				◆												
Step 4: Action Plan Development			■	■	■	■	■	■								
Step 5: Initial Report Out								●								
Step 6: Action Plan Refinement								■	■	■	■	■	■	■	■	■
Step 7: Final Presentation																●

◆ On-site visit ● Meeting via Teleconference

Timeline and Investment (continued)

PROJECT INVESTMENT

Based on the proposed scopes of work, the fixed fees for professional services are as follows:

Economic Development Strategic Plan

The fixed fee for professional services for the economic development strategic plan is \$39,750. This includes all out-of-pocket expenses for travel.

Not included in the fee is the cost for the target industry positioning (Step 7) and providing the final presentation (Step 11) in person. The costs for these **optional** items are as follows:

- Target Industry Competitive Positioning - \$5,660 (based on three to five target industries)
- On-Site Final Presentation - \$3,250 (two consultants on-site for a half day presentation)

As stated earlier in the proposal, we assume that the Kansas City Area Development Council (KCADC) will be able to provide us with specific data runs from EMSI and/or JobsEQ for the purposes of some of the desk research. If this is not possible, there will be an additional charge to our fees to cover this cost (usually \$3,500).

Leadership Retreat Facilitation and Documentation

The fixed fee for professional services is \$8,500. This does not include out-of-pocket expenses for travel. Travel will be billed as incurred, and mileage will be expensed at the 2017 IRS rate of 53.5 cents per mile. As noted earlier in the proposal, to help save on travel expenses, Ady Advantage and the City of Belton will coordinate the leadership retreat with the on-site visit for the city's economic development strategic plan project. City of Belton staff will also drive Ady Advantage to and from the retreat location to avoid rental car costs.

Payment Terms. Our normal payment terms are one-half of the fee for professional services upon project initiation, with the remainder due immediately upon project completion, 1.5%Net 10. Ady Advantage agrees to not invoice the City of Belton for the final half of the strategic plan professional services fee until project completion or after January 1, 2018 (whichever comes later).

Ady Advantage reserves the right to prepare a revised proposal if the scope changes significantly from what is described in the Project Methodology section of this proposal. Ady Advantage shall provide a written proposal and will get approval from authorized staff involved in economic development efforts before beginning any additional work.

Should the project be canceled or progress postponed for more than 45 days, the client shall pay one-half of the estimated cost or actual costs for the work performed to date, whichever is higher.

Other Terms and Conditions. This proposal is subject to our standard General Terms and Conditions. This estimate is valid for 30 days.

Confidentiality. This proposal is the confidential and proprietary information of Ady Advantage. Please disclose it only to individuals in your organization who need to know and inform them of its confidentiality. Do not disclose it to individuals outside of your organization without the prior permission of Ady Advantage.

The Ady Advantage Team

PROJECT MANAGEMENT

Ady Advantage has put together a team of professionals with diverse backgrounds in order to bring in-depth, specialized knowledge to our clients. Our clients' strategies are built on an understanding of how businesses make decisions, and are put together with an eye towards implementing your vision. All team members listed below will be actively engaged in this project.



Janet Ady, president and CEO of Ady Advantage, will serve as expert consultant and overall account supervisor. Janet is a strategy and economic development subject matter expert. She has led major initiatives for numerous regional programs across the United States and is a sought-after strategist, economic development consultant, and speaker.



Jason Vangalis, strategic economic development project manager for Ady Advantage, will support the development of the economic development strategic plan and the city leadership action plan. Jason brings experience in international business attraction and development. At Ady Advantage, he leverages his passion and experience to deliver consistent results, driving projects that create targeted solutions for communities and economic development organizations.



Ashley Scray, market research manager, will lead the research components of the project. Ashley is experienced in qualitative and quantitative research, and her areas of expertise include workforce/occupational analysis, economic base analysis, target industry identification, and related areas.



Mark Knickelbine, marketing project manager for Ady Advantage, will support the development of the positioning statements and the marketing plan. Mark brings depth of experience in all forms of marketing and communications as well as a strong background in economic development, workforce development, and public policy.



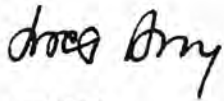
Jordan Ackerman, market research analyst, will support the research components of the project. Jordan is skilled at synthesizing primary and secondary data, and some of his recent projects include composing regional profiles and target industry sheets, performing stakeholder/employer interviews, and participating in focus groups.

Conclusion and Authorization

CONCLUSION

Thank you for the opportunity to work with the Belton team. We are ready to begin immediately upon authorization.

Sincerely,



Janet Ady
President and CEO
Ady Advantage

PROJECT AUTHORIZATION

Signature: _____

Title: _____

Name: _____

Date: _____

CLIENT IMPACT SURVEYS AUTHORIZATION

After we complete a project, we have a third party surveyor follow-up with the client at two key milestones to not only gather immediate feedback while it is fresh, but to track how the results of the project transcend over time. The two milestones are as follows:

- First follow-up survey to be conducted upon project completion
- Second follow-up survey to be conducted 18 months after project completion

You or another representative from your organization will be asked to respond to the Ady Advantage Client Impact Surveys after the completion of Ady Advantage contracted services. The surveys will be conducted online through Survey Monkey. Each typically takes no longer than 5-10 minutes to complete.

If you agree, you will be eligible for a discount equal to 1% of the total project cost.

_____	I have reviewed and agree...	...to accept the discount equal to 1% of the total project cost in exchange for reporting project impacts such as sales, jobs, investments, costs, etc.
_____	I do not agree...	

Appendix A: References

ADY ADVANTAGE REPRESENTATIVE CLIENTS

Ralph Boots
Executive Director
Liberty Economic Development
Corporation
660.651.5767
rboots@thinklibertymo.com



In 2016, after it was announced that the local ConAgra food processing facility would close, the City of Trenton and Grundy County retained Ady Advantage to help diversify its economy by identifying target industries and developing an economic development strategic plan. The Ady team, along with its engineering partners at Allstate Consulting, also conducted a building assessment, helped identify potential site re-uses for the ConAgra plant, and developed marketing collateral for the facility. With the new plan, the county is currently supporting the implementation of various recommendations made by Ady Advantage, including the creation of a new organization that will represent and advocate for the economic development interests of the entire region.

Steve Johnson
President and CEO
Missouri Partnership
314.596.6084
steve@missouripartnership.com



In 2016, Missouri Partnership retained Ady Advantage to conduct community competitiveness assessments for six communities in rural Missouri, including the City of Grain Valley, City of Ozark, City of Harrisonville, Johnson County, Grundy County, and Saline County. Less than one year later in 2017, Johnson County announced new investment of \$110M from Dollar Tree, which they and Missouri Partnership attributed in part to the recommendations they implemented from Ady Advantage.

Christopher Manegold
Former CEO (Retired)
Economic Development
Alliance of Southern Ohio
708.804.6092



The Southern Ohio region consists of four geographically small but highly populated counties just south of Columbus, Ohio. Its historic claim to fame is a Department of Energy facility that for decades was the economic driver of the region but has now been decommissioned. This regional group emerged to strategically build new bases of economic growth and vitality. Ady Advantage has worked with them from their initial target industry analyses, branding, and website to ongoing recruitment programs. Since our work began in 2013, the region has experienced over \$175 million in new investment.

Appendix A: References (continued)

ADY ADVANTAGE REPRESENTATIVE CLIENTS (CONT'D)

Valerie Shaffer

President and CEO
Economic Development Corp. of
Wayne County, Indiana
765.983.4769
valerie@edcwc.com



Wayne County, Indiana, suffering from years of losses of Tier 1 and Tier 2 automotive industry suppliers, needed a new plan that would build consensus and drive economic change. EDCWC retained Ady Advantage to assist with this process. As a result of implementing the plan, a number of businesses have chosen to invest in Wayne County, including Primex Plastics Corp, Wolverine Worldwide and Jason Finishing Group.

Jim Gossett, CECD

Director of Key Accounts and
Economic Development
Raccoon Valley Electric Cooperatives
Regional Partner/Board Member of
Western Iowa Advantage
712.830.0817
jimg@rvec.coop



Western Iowa Advantage is an eight-county region in northwestern Iowa, roughly between Sioux City, Omaha, and Des Moines. It is primarily rural with one EDO per county. The regional group is largely voluntary, and is fiscally overseen by the local Council of Governments. The region has had difficulties attracting businesses. It retained Ady Advantage to conduct a target industry analysis, perform a rapid regional diagnosis, develop a strategic plan, and design marketing collateral. Our work helped diagnose and fix the issues the region was experiencing in product, messaging, and marketing execution.

Chris Whitaker

Local Assistance Director
Region XII Council of Governments
Regional Partner of Western Iowa
Advantage
712.792.9914
cwhitaker@region12cog.org

Appendix B: Biographies



Janet Ady

President and CEO

608.663.9218 ext. 201

jady@adyadvantage.com

PROFESSIONAL EXPERIENCE

Ady Advantage, President and CEO

With Ady Advantage since: 2003

Years in career prior to Ady Advantage:
17 years

MEMBERSHIPS/AFFILIATIONS

Faculty Member, Heartland Economic
Development Institute

Author, *The Rural Economic Development
Toolbox* (2014) and *The Economic
Development Talent Toolbox* (2015)

Regularly speaks and teaches on
Economic Development business and
marketing strategy

Northeastern Economic Developers
Association, Mid-America Economic
Development Council, member

EDUCATION

J.L. Kellogg Graduate School of
Management at Northwestern
University, Evanston, IL; Masters in
Management (M.B.A.)

University of Illinois at Champaign-
Urbana, B.S. in Business Administration

Janet Ady is an experienced business strategy consultant, author, and speaker who focuses on helping both communities and companies meet their growth and diversification goals.

As president of Ady Advantage, Janet has worked with over 400 economic development organizations and utilities throughout North America. She brings expertise in research, branding, and marketing to provide integrated solutions for initiatives ranging from target industry analyses and economic development websites to brownfield re-use and marketing programs and strategic planning.

Having special interest and expertise in rural economic development, economic development talent strategies, and agribusiness development, she has written books and articles on these topics and authors an industry-leading blog with thousands of readers.

Janet conducts a great deal of field work each year for both her economic development and corporate clients. Over her career, she has interviewed more than 3,000 business and technical decision-makers at a wide range of companies. Her knowledge of multiple industries allows her to provide value to individual businesses as well as communities and regions targeting specific sectors.

She brings an in-depth knowledge of the site selection process, especially in terms of understanding what factors are evaluated during each step along the decision-making process and how to optimally position places while developing compelling, differentiating messages.

On the corporate side, Janet consults with companies looking to grow, diversify, expand, and relocate. Services range from site selection to growth planning and business development strategy.

Appendix B: Biographies (continued)



Jason Vangalis

Strategic Economic Development Project Manager

608.663.9218

jvangalis@adyadvantage.com

PROFESSIONAL EXPERIENCE

Ady Advantage, Strategic Economic Development Project Manager

Start Date: Monday, July 24th

Wisconsin Economic Development Corp. (2015-2017)

Wisconsin Energy Conservation Corp. (2013-2015)

EDUCATION

Northwestern University, Masters of Arts in Public Policy and Administration

University of Wisconsin-Madison, Bachelor of Arts in Political Science and History

National Development Council, Economic Development Finance Professional (EDFP)

FOCUS

Economic Development

Business Development

Foreign Direct Investment

Site Selection

Public Policy

Risk Analysis

Project Management

A tested and passionate economic development professional who brings experience in international business attraction and development.

Jason is passionate about economic development and delivering successful outcomes for clients. At Ady, he leverages his passion and experience to deliver consistent results, driving projects that create targeted solutions for communities and economic development organizations.

Jason's experience in economic development includes working with international businesses and governments on large-scale attraction and expansion projects. While at the State of Wisconsin's lead economic development agency, he worked on over 100 different projects and programs, including the development and launch of a statewide talent development program in advanced manufacturing.

Jason's experience also includes working with the State of New York's energy authority on community development. He collaborated with New York's largest utility providers to drive successful customer retrofit projects

Jason is a graduate of Northwestern University where he studied public policy and administration. Much of his research focused on public-private partnerships and the advantages that can be leveraged by collaboration.

Appendix B: Biographies (continued)



Mark Knickelbine

Marketing Project Manager

608.663.9218 ext. 202

mknickelbine@adyadvantage.com

PROFESSIONAL EXPERIENCE

Ady Advantage, Marketing Projects Manager

With Ady Advantage since 2017

Years in career prior to Ady Advantage: 28 years

EDUCATION

University of Wisconsin-Madison

M.A. in English

University of Wisconsin-Madison

B.A. in Journalism

FOCUS

Marketing Strategic Development

Brand and Message Creation

Creative Campaign Development

A seasoned marketing professional who understands economic development and how businesses decision makers think.

Mark Knickelbine's 28 plus years of marketing communications experience have given him the chance to work in virtually every medium, from print to events, from direct mail to the web, and from news media contact to social media. Although he knows how to use many ways to communicate, Mark always begins from the same starting base: a thorough understanding of the target audience and how marketing strategies will get the kind of results our clients demand.

Immediately prior to joining the Ady Advantage team, Mark spent eight years as an economic development policy analyst in the Wisconsin Legislature. That experience acquainted him with the entire range of economic development initiatives: business attraction, retention and expansion, new business startups, site selection, angel and venture capital investing, business incentives at all levels of government, workforce development, and more. Mark crafted legislation designed to help small businesses thrive, attract business investment capital, and meet the workforce demands of next-generation manufacturers.

This unique combination of experience enables Mark to approach marketing strategy from an economic development perspective. He understands the opportunities and challenges that businesses, EDOs, and communities face, and the process corporate decision-makers follow as they determine how and where to grow their companies. This perspective enables Mark to craft marketing strategies, brands, and messages that move business leaders to act.

Mark's projects for Ady include community branding, strategic planning, site marketing, web and social media presence, and creative development of comprehensive multi-media campaigns.

Appendix B: Biographies (continued)



Ashley Scray

Market Research Manager

608.663.9218 ext. 208

ascray@adyadvantage.com

PROFESSIONAL EXPERIENCE

Ady Advantage, Senior Research Analyst
(2016-2017)

Ady Advantage, Research Analyst (2015-
2016)

With Ady Advantage since: 2015

Northwestern Mutual, Administrative
Assistant (2013-2015)

Pioneer Metal Finishing, Accounting
Intern (2009-2014)

EDUCATION

B.S. in Management with minors in
Accounting and Spanish

University of Wisconsin – La Crosse

FOCUS

Primary market research

Secondary market research

Data analysis and reporting

A tenacious and insightful researcher who knows how to analyze and mine qualitative and quantitative data in ways that support clients' marketing discovery, planning, and implementation.

Ashley Scray has a passion for research and data. Her management education provides the knowledge and experience to analyze qualitative data, while her training in accounting helps her understand the quantitative aspect of research as well. Clients benefit from her organized, logical, research-based approach, as well as her ability to clearly communicate and lead teams toward their goals.

Ashley believes that all good marketing strategies include some sort of research, whether it be qualitative or quantitative, or both. As the lead researcher at Ady Advantage, she cultivates both popular and more obscure sources of data to support clients in marketing discovery, planning and implementation.

Some of her recent projects include target industry analyses, focus groups, end-user market research, content development for economic development websites, and research to help in the development of marketing materials, such as regional profiles and target industry sheets.

Appendix B: Biographies (continued)



Jordan Ackerman

Research Analyst

608.663.9218 ext. 206

jackerman@adyadvantage.com

PROFESSIONAL EXPERIENCE

Ady Advantage, Research Analyst

With Ady Advantage since: 2017

WPS Health Solutions, Customer Support Liaison (2015-2017)

UW-M Libraries, Media and Reserve Assistant (2013-2015)

EDUCATION

B.B.A in Marketing with a minor in Business Spanish

University of Wisconsin – Milwaukee

FOCUS

Quantitative and qualitative research

Data analysis

Synthesizing and reporting

An inquisitive researcher who knows how to evaluate and synthesize primary and secondary data to provide clients effective, sustainable solutions.

Jordan Ackerman has a passion for marketing and research. His marketing education provides the knowledge and background to analyze both primary and secondary market research to meet a clients needs. Ady Advantage's clients benefit from his ability to analyze information and leverage it towards finding solutions, as well as his attention to detail and ability to present raw data in an effective, meaningful manner.

Jordan believes that every problem, whether it be for a larger community or for a single manufacturer, should be viewed from every possible angle and perspective. As a researcher at Ady Advantage, he evaluates and synthesizes every data resource available to support clients in finding the best possible solution for growth and sustainability.

Some of his recent projects include composing regional profiles and target industry sheets, performing stakeholder/employer interviews, and participating in focus groups.

Appendix A: General Terms and Conditions

1. **Agreement:** The client proposal to which these General Terms and Conditions are attached (the "Proposal") and these General Terms and Conditions (collectively the "Agreement") form the full agreement between Voltedge, Inc. dba Ady Advantage ("Ady Advantage") and the client identified in the Proposal ("Client"). In the event of any conflict between the Proposal and these General Terms and Conditions, the Proposal shall govern and prevail.
2. **Services:** Ady Advantage will perform the professional services (the "Services") described in the Proposal. Services and deliverables not expressly set forth in the Proposal are excluded, unless Client and Ady Advantage agree otherwise in writing.
3. **Independent Contractor:** The Agreement is between Ady Advantage and Client. Any other persons shown as part of the Ady Advantage team in the Proposal are Ady Advantage subcontractors who will assist Ady Advantage in providing the Services to Client. Ady Advantage is an independent contractor and is not an employee of Client. Services performed by Ady Advantage under this Agreement are solely for the benefit of Client unless specified otherwise. Nothing contained in this Agreement creates any duties on the part of Ady Advantage toward any person not a party to this Agreement.
4. **Standard of Care:** Ady Advantage will perform the Services with the degree of skill and diligence normally practiced by professional firms performing the same or similar services. No other warranty or guarantee, expressed or implied, is made with respect to the services and all implied warranties are disclaimed.
5. **Changes/Amendments:** This Agreement may not be changed except by written amendment signed by Ady Advantage and Client. Services not expressly set forth in the Agreement are excluded. If Ady Advantage or its subcontractors are delayed in performing the Services due to an event beyond their control, including but not limited to fire, flood, earthquake, explosion, strike, transportation or equipment delays, or act of God, then the schedule or payment under the Agreement shall be equitably adjusted, if necessary, to compensate Ady Advantage for any additional costs or time needed due to the delay.
6. **Compensation:** Ady Advantage will provide the Services on the basis provided in the Proposal. Items shown in the Proposal as fixed price "estimates" based upon assumptions are not price guarantees, but reflect Ady Advantage's good faith estimate of the cost of provide a particular Service based upon the assumptions in the Proposal. If any fixed price estimate tied to assumptions in the Proposal changes based upon discussions with Client or changes to the underlying assumptions, Ady Advantage will provide the final fixed price figure in writing to Client before commencing the applicable portion of the Services. Client will also reimburse Ady Advantage for all expenses directly related to the Services furnished. Such expenses include but are not limited to the following:
 - a. Travel and lodging expense
 - b. Other direct expenses related to Services furnished.
 - c. Such expenses shall be reimbursed at Ady Advantage's actual cost.
7. **Payment:** Any invoice not paid within 30 days shall bear interest at the rate of 1½ percent per month (or the maximum percentage allowed by law, whichever is lower) on the unpaid amounts until paid in full. If Client disputes any portion of an invoice, Client agrees to pay the undisputed portion and notify Ady Advantage in writing within 10 days of the invoice of any exceptions taken. If Client fails to pay any invoiced amounts within 30 days after delivery of invoice, Ady Advantage, at its sole discretion, and without limiting its other rights or remedies under this Agreement or at law or in equity may suspend performance of the Services.
8. **Limitation of Liability/Mutual Indemnification/Insurance:** No employee or contractor of Ady Advantage shall have individual liability to Client.

Insurance: The following requirements shall not be construed to limit the liability of Ady Advantage or its insurer(s). City does not represent that the specified coverages or limits of insurance are sufficient to protect Ady Advantage's interests or liabilities.

Coverages are to be written on an occurrence basis and shall be maintained without interruption for the duration of the contract.

1. **Professional Liability:** Ady Advantage shall maintain throughout the duration of this agreement and for a three (3) year period thereafter, Professional Liability Insurance in an amount not less than One Million Dollars (\$1,000,000.00), per claim and One Million Dollars (\$1,000,000.00) aggregate, and shall provide City with certification thereof.

2. **Certificate of Insurance:** Ady Advantage shall secure and maintain, throughout the duration of the contract, insurance of such types and in at least amounts as are required herein. Klaus shall provide certificate(s) of insurance confirming the required protection on standard Accord forms. The certificate(s) are to be filed with City prior to commencement of any work. City shall be notified by receipt of written notice from the insurer at least thirty (30) days prior to material modification or cancellation of any policy listed on the certificate(s).

3. **Commercial General Liability:**

Each Occurrence	\$1,000,000	
General Aggregate	\$2,000,000	
Aggregate		\$2,000,000
Personal & Advertising Injury	\$1,000,000	
Products/Completed Operations	\$2,000,000	

Policy must include the following conditions:
Contractual Liability;
Independent Contractors.

4. **Worker's Compensation:** The insurance shall protect Ady Advantage against all claims under applicable state Worker's Compensation laws. Ady Advantage shall also be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a Workers' Compensation law. The policy limits shall not be less than the following:

Employer's Liability:

Bodily Injury by Accident	\$100,000	(each accident)
Bodily Injury by Disease	\$100,000	(policy limit)
Bodily Injury by Disease	\$100,000	(each employee)

5. **Automobile Insurance:** Policy shall protect Ady Advantage against claims for bodily injury and/or property damage arising out of the ownership or use of any owned, hired and/or non-owned vehicle and must include protection for either:

- a) Any auto
Or
- b) All owned autos, hired autos, and non-owned autos.

Indemnify and Hold Harmless: For purposes of this Agreement, Ady Advantage hereby agrees to indemnify and hold harmless City, its employees and agents from any and all loss where loss is caused or incurred in whole or in part as a result of the negligence or other actionable fault of Ady Advantage, its affiliates, subsidiaries, employees, agents and subcontractors/assignees and its respective servants, agents and employees. Ady Advantage's obligation hereunder shall not include amounts attributable to the fault or negligence of City or any third party for whom Ady Advantage is not responsible.

Appendix A: General Terms and Conditions (continued)

9. **Consequential Damages:** In no event and under no circumstances shall Ady Advantage be liable to Client for any interest, loss of anticipated revenues, earnings, profits, increased expense of operations, loss by reason of shutdown or non-operation due to late completion, or for any consequential, indirect or special damages.
10. **Use of Work Products: Work Products are defined as the Economic Development Strategic Plan, its component parts and the deliverable documents as identified in the Proposal. All these Work Products are the property of the Client. Ady Advantage will provide the Work Products in PDF format and hardcopy.** All other documents, software, data and materials prepared by Ady Advantage in connection with the Services are proprietary instruments of service and are and shall remain the property of Ady Advantage. Client shall have a non-exclusive license to software provided in the Proposal and shall also have the right to make and retain copies and use the proprietary instruments of service prepared for Client by Ady Advantage as part of the Services; provided, however, the use shall be limited to the intended client and intended use for which the proprietary instruments of service are provided under this Agreement. Ady Advantage may, at its sole discretion, copyright any of the proprietary instruments of service; provided that copyrighting will not restrict Client's right to retain or make copies of the proprietary instruments of service for its information, reference and use on the project or Services provided under this Agreement.
11. **Reuse of Proprietary Instruments of Service:** The proprietary instruments of service shall not be changed or used for purposes other than those set forth in this Agreement without the prior written approval of Ady Advantage. If Client releases the proprietary instruments of service to a third party without Ady Advantage's prior written consent, or changes or uses the proprietary instruments of service, other than as intended hereunder, Client does so at its sole risk and discretion and agrees to indemnify and hold Ady Advantage harmless for any claims (including Ady Advantage's claims to reasonable compensation for such third party use) or damages resulting from or connected with the release or any third party's use of the proprietary instruments of service.
12. **Information Provided by Client:** Client shall provide to Ady Advantage in a timely manner any information Ady Advantage indicates is needed to perform the Services, including promptly answering questions posed by Ady Advantage and promptly reviewing Work Products and drafts prepared by Ady Advantage. Ady Advantage may rely on the accuracy of information provided by Client and its representatives. Client also represents that no information or material it furnishes to Ady Advantage for incorporation into the Work Products infringes on any third party's patent, copyright, or trademark/trade name rights or constitutes a misappropriation of trade secrets and agrees to indemnify and hold Ady Advantage harmless against claim, loss or damage resulting from any breach of this representation.
13. **Confidentiality:** Subject to the requirements of the Missouri Sunshine Law, the Agreement has been prepared solely for the use of Client using proprietary information of Ady Advantage and shall be deemed confidential information not to be shared with any third party without the prior written consent of Ady Advantage.
14. **Miscellaneous:**
 - a. This Agreement is binding upon and will inure to the benefit of the Client and Ady Advantage and their respective successors and assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party.
 - b. This Agreement shall be governed by, and construed in accordance with the laws of the State of Missouri and the venue for any disputes between Client and Ady Advantage shall be the state or federal court with jurisdiction in Cass County, Missouri.
 - c. In any action to enforce or interpret this Agreement, the prevailing party shall be entitled to recover, as part of its judgment, reasonable attorneys' fees and costs from the other party.
15. **Notices:** Any notices required or permitted to be given under this Agreement shall be delivered to the parties by personal delivery, or by registered or certified mail, return receipt requested, at the addresses set forth in the Proposal.

SECTION IX

E

AN ORDINANCE APPROVING A FINAL PLAT OF FAIRFIELD INN BELTON, A 5.62-ACRE TRACT OF LAND, A SUBDIVISION OF LOTS 1 AND 2, FAIRFIELD INN BELTON, NORTH MULLEN ROAD, CITY OF BELTON, CASS COUNTY, MISSOURI.

WHEREAS, the Planning Commission is authorized pursuant to Section 36-35 of the Unified Development Code to review and approve, approve conditionally, or disapprove final plats within a reasonable time after submission; and

WHEREAS, the City Staff reviewed the Fairfield Inn Belton final plat (herein attached and incorporated as **Exhibit A** to this Ordinance), determined that it meets the standards defined in Section 36-35 and presented the final plat to the Belton Planning Commission at a regular meeting held on August 7, 2017; and

WHEREAS, the Belton Planning Commission voted unanimously to recommend approval of the final plat of the Fairfield Inn Belton to the City Council with the following conditions completed prior to City Council presentation:

1. Under the heading Property Description change the text Tract 1 and Tract 2 to Lot 1 and Lot 2.
2. In accordance with Sec. 36-35 (b) (9) of the Unified Development Code (UDC) provide the boundaries and flood elevations of the 100-year flood plains along all drainage ways designated on the official flood insurance study (FIS) for the county.
3. In accordance with Sec. 36-35 (b) (10) of the Unified Development Code (UDC) provide the name, signature and seal of the licensed engineer preparing the plat.
4. In accordance with Sec. 36-35 (b) (13) of the Unified Development Code (UDC) provide proof that all property taxes on said land are paid or that assurances of payment are guaranteed with the filing of the final plat.
5. In accordance with Sec. 36-35 (b) (14)(a) (b) of the Unified Development Code (UDC):
 - (a) Provide a certificate signed and acknowledged by all parties having any record, title or interest in the land subdivided, and consented to the preparation and recording of said subdivision map.
 - (b) Provide a certificate signed and acknowledged as above, dedicating or reserving all parcels of land shown on the final plat and intended for any private or public use including easements, and those parcels which are intended for the exclusive use of the lot owners of the subdivision, their licensees, visitors, tenants and servants; and

WHEREAS, the final plat as submitted, meets the requirements as set forth in UDC 36-35. The final plat as submitted is also consistent with the Future Land Use Map; and

WHEREAS, the City Council believes this final plat meets the standards for platting as set forth in the Unified Development Code and is in the best interest of the City to approve.

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

Section 1. That the Final Plat of Fairfield Inn Belton, 5.62-acre tract of land, a subdivision of Lots 1 and 2, Fairfield Inn Belton, North Mullen Road, in the City of Belton, Missouri, herein attached and incorporated into this Ordinance as **Exhibit A**, is hereby accepted and approved and that the appropriate city officials are hereby authorized to execute same.

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

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

Approved at the Planning Commission: August 7, 2017

Read for the first time: August 22, 2017

Read for the second time and passed:

Mayor Jeff Davis

Approved this _____ day of _____, 2017.

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 22nd of August, 2017, and thereafter adopted as Ordinance No. 2017-_____ of the City of Belton, Missouri, at a regular meeting of the City Council held on the _____ day of _____, 2017, after the second reading thereof by the following vote, to-wit:

AYES:
NOES:
ABSENT:

COUNCILMEN:
COUNCILMEN:
COUNCILMEN:

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

EXHIBIT A

FINAL PLAT FAIRFIELD INN BELTON

A Subdivision of Lots 1 and 2, FAIRFIELD INN BELTON,
City of Belton, Cass County, Missouri.

LEGISLATIVE AUTHORITY: MISSOURI REVISED STATUTES, CHAPTER 207, SECTION 207.020, 207.021, 207.022, 207.023, 207.024, 207.025, 207.026, 207.027, 207.028, 207.029, 207.030, 207.031, 207.032, 207.033, 207.034, 207.035, 207.036, 207.037, 207.038, 207.039, 207.040, 207.041, 207.042, 207.043, 207.044, 207.045, 207.046, 207.047, 207.048, 207.049, 207.050, 207.051, 207.052, 207.053, 207.054, 207.055, 207.056, 207.057, 207.058, 207.059, 207.060, 207.061, 207.062, 207.063, 207.064, 207.065, 207.066, 207.067, 207.068, 207.069, 207.070, 207.071, 207.072, 207.073, 207.074, 207.075, 207.076, 207.077, 207.078, 207.079, 207.080, 207.081, 207.082, 207.083, 207.084, 207.085, 207.086, 207.087, 207.088, 207.089, 207.090, 207.091, 207.092, 207.093, 207.094, 207.095, 207.096, 207.097, 207.098, 207.099, 207.100.

ACCESSIONS: An accession of items is hereby granted to the City of Belton, Missouri, to include, without limitation, all items of historical, scientific, educational, or artistic interest, including but not limited to books, manuscripts, papers, maps, photographs, and other documents, which are deposited with the City of Belton, Missouri, for its collection. The City of Belton, Missouri, shall have the right to use, display, and otherwise dispose of such items as it may deem appropriate, subject to the provisions of this ordinance.

ASSUMPTIONS: All lots shown on this plat are assumed to be subject to all existing mortgages, liens, and other encumbrances, which are hereby acknowledged to be in full payment. The City of Belton, Missouri, shall not be responsible for any claims or damages arising from the use or occupancy of any lot shown on this plat.

AGREEMENTS: The City of Belton, Missouri, and the undersigned hereby agree that the City of Belton, Missouri, shall have the right to use, display, and otherwise dispose of any items deposited with it for its collection, subject to the provisions of this ordinance. The City of Belton, Missouri, shall not be responsible for any claims or damages arising from the use or occupancy of any lot shown on this plat.

APPROVED AND ADOPTED: I, the undersigned, hereby certify that the foregoing plat and the accompanying plat and no building or other structure shall be constructed hereon until the City of Belton, Missouri, shall have approved and adopted this plat.

WITNESSETH: I, the undersigned, hereby certify that the foregoing plat and the accompanying plat and no building or other structure shall be constructed hereon until the City of Belton, Missouri, shall have approved and adopted this plat.

NOTICE: This plat of FAIRFIELD INN BELTON has been submitted to and approved by the Belton Planning Commission this _____ day of _____, 2017.

LEGEND:
E EXISTING 1/2" REBAR
O NO PLS FRAM
* SET 1/2" REBAR & PLASTIC CAP
NO PLS FRAM
R/W ROAD RIGHT OF WAY
V/E VERTICAL CURB/CHAMFER



Thomas Blomquist
City Clerk
3000 Ballwin Pkwy, Belton, MO 64604
314.741.1237



SCALE: 1"=50'
DATE: JUNE 9, 2017

PROPERTY ADDRESS:
N. MILLIN ROAD
BELTON, MISSOURI 64604

PROPERTY ADDRESS:
N. MILLIN ROAD
BELTON, MISSOURI 64604

SEC. 7, E-48, E-33
Cass County, Missouri



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: August 22, 2017

DIVISION: Community & Economic Development

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

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

ITEM FOR DISCUSSION

Consideration of a Final Plat approval for Fairfield Inn Belton, a 5.62 acre tract of land, a subdivision of Lots 1 and 2, Fairfield Inn Belton, North Mullen Road, City of Belton, Cass County of Missouri.

BACKGROUND

The proposed hotel will consist of 83 rooms and is 4 stories tall. On May 3, 2017 the applicant requested a Development Review Committee (DRC) meeting to discuss the proposed hotel project. This meeting was well attended and information was provided specific to the needs of this project, to include a thorough building code handout and zoning analysis.

On July 19, 2017, the preliminary plat was submitted to the Planning Commission for review and approval. The Planning Commission approved the Preliminary Plat with a vote of 5-0 with no conditions.

On August 7, 2017 the final plat was presented to the Planning Commission for review and approval. The Planning Commission approved the Final Plat with a vote of 5-0 with the following conditions:

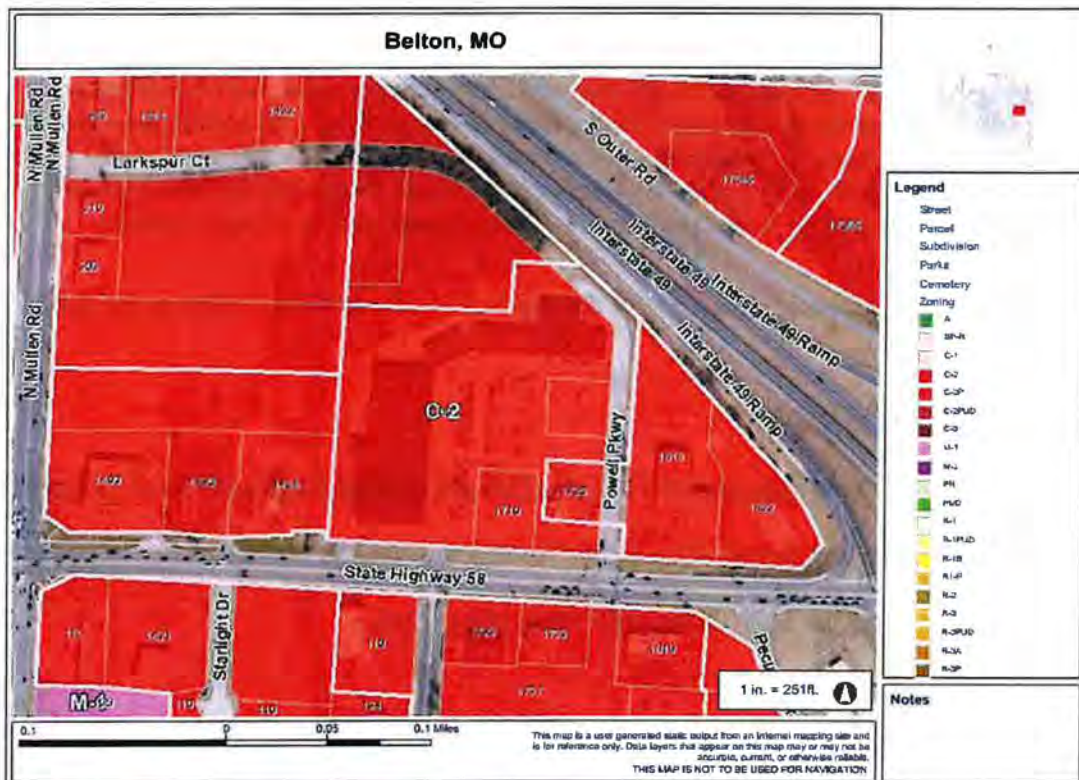
1. Under the heading Property Description change the text Tract 1 and Tract 2 to Lot 1 and Lot 2.
2. In accordance with Sec. 36-35 (b) (9) of the Unified Development Code (UDC) provide the boundaries and flood elevations of the 100-year flood plains along all drainage ways designated on the official flood insurance study (FIS) for the county.
3. In accordance with Sec. 36-35 (b) (10) of the Unified Development Code (UDC) provide the name, signature and seal of the licensed engineer preparing the plat.
4. In accordance with Sec. 36-35 (b) (13) of the Unified Development Code (UDC) provide proof that all property taxes on said land are paid or that assurances of payment are guaranteed with the filing of the final plat.

5. In accordance with Sec. 36-35 (b) (14)(a) (b) of the Unified Development Code (UDC):
 - (a) Provide a certificate signed and acknowledged by all parties having any record, title or interest in the land subdivided, and consented to the preparation and recording of said subdivision map.
 - (b) Provide a certificate signed and acknowledged as above, dedicating or reserving all parcels of land shown on the final plat and intended for any private or public use including easements, and those parcels which are intended for the exclusive use of the lot owners of the subdivision, their licensees, visitors, tenants and servants.

The final plat as presented to the City Council addresses conditions 1-5 as requested by the Planning Commission. The final Plat consists of 5.62 acres of land which is being re-platted into 2 parcels of land entitled "Fairfield Inn Belton, Lot 1 and Lot 2. Lot 1 will encompass a "future" retail/restaurant pad site and Lot 2 encompasses the Fairfield Inn.

Four access points to the development will be provided. Two from Mullen Road, north 26 ft. wide travel easement at Lot 1 and south 30 ft. wide ingress and egress easement Lots 1 & 2. In addition, one access point at the northwest corner from Walgreens First Plat Lot 1 A, and one access point located between Lots 5A and 6A of the Walgreens Second Plat.

The final plat as submitted, meets the requirements as set forth in UDC 36-35. The final plat as submitted is also consistent with the Future Land Use Map.



STAFF RECOMMENDATION

Community Development staff support the recommendation to approve the Final Plat of Fairfield Inn Belton, as submitted.

NOTE: Final plat action. Within 60 days after the submission of a final plat and all required information, the Planning Commission shall recommend approval, conditional approval, or denial of the final plat; otherwise the plat is deemed approved by the Planning Commission except that the Planning Commission with the consent of the applicant, may extend the 60-day period.

Action by the Planning Commission shall be conveyed to the subdivider in writing within ten days after the meeting at which time the plat was considered.

In case the plat is conditionally approved or rejected by the Planning Commission, the subdivider shall be notified of the reason for such action and what requirements shall be necessary to meet the approval of the Planning Commission.

RECORDING OF THE FINAL PLAT

- (a). No plat may be recorded or filed with the county recorder of deeds until such plat has been approved by the city council; all dedications of rights-of-way, easements and other property have been accepted by the city council; and the design and financing of all improvements has been agreed to by both the subdivider and the city council. The financial responsibility for the cost of recording the plat with the recorder of deeds will be borne solely by the subdivider.
- (b). Within 15 days of recordation of the final plat, the subdivider must submit a minimum of four copies of the final plat, of which two will be paper prints and two will be opaque linen or Mylar prints, to the community development director, along with a recorded copy of the development agreement, declaration of covenants and restrictions and articles of incorporation establishing a property owners association if required by this Code. No building permit shall be issued until the final plat is approved by the city council.
- (c). The approved plat shall be recorded at the county recorder of deeds' office at the subdivider's expense.

CITY COUNCIL ACTION

1. Motion to recommend **approval** of the **Final Plat of Fairfield Inn Belton on first reading.**
2. Motion to recommend **denial** of the **Final Plat of Fairfield Inn Belton on first reading.**
3. Motion to continue the case pending additional information.

SECTION IX

F

AN ORDINANCE AUTHORIZING THE CITY OF BELTON, MISSOURI THROUGH ITS POLICE DEPARTMENT TO RENEW A MAINTENANCE/SERVICE CONTRACT FOR TELEPHONE HARDWARE MAINTENANCE AND REPLACEMENT WITH DICE COMMUNICATIONS.

WHEREAS, the Belton Police Department is renewing the Maintenance and Support Agreement with Dice Communications for the telephone system hardware; and

WHEREAS, the Belton Police Department has entered into a maintenance and service contract with Dice Communications beginning in 2015 and found their services to be a reliable and quality resource; and

WHEREAS, the renewal agreement remains the same as in the past; and

WHEREAS, the funding source for this agreement is the Belton Police Department’s Maintenance Agreement fund for the amount of \$5,472.00. The funding is included in the current year’s budget.

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

SECTION 1. That the City Council hereby authorizes and approves the Maintenance/Service Contract for the Telephone System Hardware, herein attached and incorporated as **Exhibit A** to this ordinance, for the police telephone system managed by the Police Department.

SECTION 2. That the Mayor is authorized to sign the agreement on behalf of the City of Belton.

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

READ THE FIRST TIME: August 22, 2017

READ FOR THE SECOND TIME AND PASSED:

Mayor Jeff Davis

Approved this _____ day of _____, 2017

Mayor Jeff Davis

ATTEST:

Patricia Ledford, City Clerk
City of Belton, Missouri

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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the 22nd day of August, 2017, and thereafter adopted as Ordinance No. 2017-_____ of the City of Belton, Missouri, at a regular meeting of the City Council held on the _____ day of _____, 2017, 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: August 22, 2017
ASSIGNED STAFF: James R. Person, Chief of Police
DEPARTMENT: Police

Approvals

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

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

ISSUE/REQUEST: Approval of the renewal with Dice Communications for the Telephone hardware maintenance and replacement services. FY18

PROPOSED CITY COUNCIL MOTION: A motion approving telephone maintenance and support service with Dice Communications in the amount of \$5,472.00 for one year.

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

Dice Communications began providing hardware maintenance and replacement service for the telephones at the police station in 2015. The price has increased from last year but all other sections of the agreement are the same as in the past.

IMPACT / ANALYSIS:

Without this service the Police Department telephone system support would not be available. This was included in the FY 18 Budget. At this point we are without an agreement for maintenance with Dice until this agreement is approved.

FINANCIAL IMPACT

Contractor:	Dice Communications
Amount of Request/Contract:	\$ 5,472.00
Amount Budgeted:	40,000.00
Funding Source:	010-3800-400-2015
Additional Funds	\$ -0-
Funding Source	
Encumbered:	\$12,469.10
Funds Remaining:	\$ 27,530.90

TIMELINE	Start:	Finish:
OTHER INFORMATION/UNIQUE CHARACTERISTICS:		

STAFF RECOMMENDATION:
OTHER BOARDS & COMMISSIONS ASSIGNED:
Date:
Action:

List of reference Documents Attached:

Memo from Lt. Norman Shriver
 Invoice from Dice Communications
 Maintenance/Service Agreement



**Belton Police
Department**

Memo

To: Chief James R. Person
From: Lt. Norman Shriver
Date: 08/02/17
Re: Dice communications Maintenance renewal

We have had a maintenance agreement with Dice Communications on our phone system for the past several years. Money was allocated in the current year's budget for this renewal. Attached is the quote from Dice in the amount of \$5472.00. There is an increase in the cost over last due to the system getting older and added features we have added in the past year. Last year's cost was \$4536.00 Other than the price increase all other sections of the agreement are the same as in the past. At this point we are without an agreement for maintenance with Dice until this agreement is approved.

I would request this be put on the next scheduled council agenda for their consideration.

Respectfully Submitted

A handwritten signature in black ink, appearing to read "Lt. Norman Shriver".

LT. Norman Shriver



Dice Communications, Inc.

Phone: 1-402-597-2923
4509 S. 143RD ST STE 5
Omaha, NE 68137-4521

Quote

No.: **9251**
Date: 5/24/2017

Prepared for:
Norman Shriver 816.210.0844
Belton PD
7001 E. 163rd St.
Belton, MO 64012 USA

Prepared by: Tim Kestel
Account No.: 2673
Job: Mark Oates

Quantity	Item ID	Description	UOM	Sell	Total
Level 3 Dice Maintenance					
Coverage Dates: 6/26/2017 - 6/25/2018					
1.00	Labor-Maintenance ALE	Labor- Dice Maintenance Contract on ALE Voice Systems	YR	\$5,472.00	\$5,472.00

Your Price:	<u>\$5,472.00</u>
Total:	<u><u>\$5,472.00</u></u>

Additional Comments, Terms and Conditions or client responsibilities:

Prices are firm until 6/26/2017 Terms: Net 30

Prepared by: Tim Kestel, tkestel@dicellc.com

Date: 5/24/2017

Accepted by: _____

Date: _____

Disclaimer

Quoted prices are valid for 90 days. Please note the following Dice Communications terms that apply (unless negotiated otherwise in writing).

- **Material: 50% Down-Payment Required on all Hardware Purchases ... Balance of equipment due upon receipt of inventory.
- **Professional Services/Labor: Progressive Invoicing; based upon percentage of completion.
- **Shipping & Handling: Not included in quoted price; customer will be invoiced upon final equipment invoice.
- **Travel expenses: Not included; customer will be invoiced actual travel costs upon final invoice.
- **Sales & Use Tax: Not included in quote & will be added to invoice if applicable and due.

If Approved - please sign and fax to Dice Communications @ (402) 289-4208 or sign and email to sales@dicellc.com.

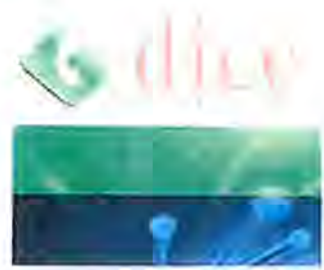
Any questions please call our office at (877) 331-2923



BELTON POLICE DEPARTMENT Customer Proposal Maintenance Solution

**Submitted by: Tim Kestel
Regional Account Executive
Dice Communications, Inc.
May, 2017**





Explanation of Maintenance Contract Items

Maintenance price per port - Maintenance contracts are priced on a per port basis. These ports are IP, Digital and analog trunk and user ports. Digital and IP trunks between nodes are not counted as trunk ports.

Maintenance Coverage hours - There are two coverage hour offerings. 7am to 7pm CST/CDT, Monday - Friday (Level 1); 24 x 7 x 365 (Level 2, 3 and Managed) provides BELTON POLICE DEPARTMENT with service whenever required.

Response time - Response times start when Dice Communications, Inc. (DCI) confirms receipt of trouble report. An engineer will respond to the trouble report as per the resolution timeframes defined by contract level. Resolution timeframes are identified herein.

Discount on SES/SMS/SAS (Not applicable to OXO platform) - The Alcatel-Lucent SES/SMS or SAS discounts are based on the level of service purchased. DCI Level 3 contracts provide the highest discounts.

SMS (Support Maintenance Service) - With the purchase of SMS, you allow DCI to contact Alcatel-Lucent on your behalf for manufacturer technical and software support.

SES (Support Evolution Service) - With the purchase of SES, you will receive all SMS benefits as well as significant discounts on major system upgrades.

SES contracts should be renewed before the contract end date. There is a three (3) month grace period allowing for a contract to be backdated. After this grace period, renewed contracts will require a restart offer for a minimum of one (1) year. In addition to the new term a 30% reactivation fee will be charged except in the case of a three (3) year or more restart offer.

SAS (Specific Application Support) - With the purchase of SAS, you are afforded a subscription service delivering remote maintenance, support and access to software evolutions for applications purchased from the A-LE Professional Services' portfolio. Examples: ENS, PCX Record, Visual Auto Attendant and AVBS.

Maintenance coverage of phone equipment - All cards, processors, software, and chassis are covered under maintenance. All Alcatel-Lucent applications, e.g. 8770 System Management, 8600 My IC, My Teamwork, 8450 Fax Server and CCS are covered. Other third party equipment, e.g. paging, batteries, UPS backups, analog telephones, computers, appliance servers is not covered. 4760 System Management is no longer supported. An upgrade to 8770 will be required.

Maintenance coverage of voicemail equipment - 4645, OTMS, OTMC and AVST voicemail systems are covered in full to include all cards and hard drives. 4635 and 8440 voicemail are no longer supported. An upgrade to a new system will be required.



Telephone replacement of same type - The telephone replacement option is for sets of the same type, i.e. 8068 -> 8068. If a set is found to have sustained physical damage, water damage and the like, the set cannot be repaired by Alcatel-Lucent. In these instances, DCI will provide pricing to replace the set. The following set types end of support and are no longer available: 4035, 4020, 4010, 4004, 4029, 4038, 4039 and 4068. An upgrade to a new set would be required.

Defective Returns - Per the terms of this agreement, defective product/s should be returned within thirty days after receipt of advanced material. Failure to comply with this contractual requirement could result in DCI invoicing BELTON POLICE DEPARTMENT for the non-return of the defective material.

Service Obligations - DCI shall address any technical or operational defects or malfunctions in the System either by remote diagnostics or by the onsite presence of DCI's service representative, who shall respond to the defect or malfunction after being notified of the same by BELTON POLICE DEPARTMENT, and restore the System to a normal state of operational efficiency. In carrying out its service and maintenance obligations, DCI may install or replace any components or parts that DCI deems either necessary or desirable for the effective operation of the System, at no additional charge to BELTON POLICE DEPARTMENT. Any part or component installed by DCI shall be new or like new.

In the event that the subject equipment is deemed "Manufacturer Discontinued", "Manufacturer End of Life" or "Manufacturer non-supported", DCI will provide a best effort service level with no guarantee of parts or software availability. DCI will provide pricing to accommodate system migration to supported hardware/software.

Alcatel-Lucent software (OXE) - When a software issue occurs, SES and SMS are required to obtain a resolution from Alcatel-Lucent. As part of this offering, DCI will load and test the patches provided by the manufacturer.

Alcatel-Lucent software (OXO) - When a software issue occurs, DCI will load and test patches available to them by the manufacturer. This offer requires BELTON POLICE DEPARTMENT to maintain an Active Commercial Release of software. The life cycle process of OmniPCX Office RCE (formerly OXO, currently referred to as OpenTouch SMB) releases is based on a 36-month period. Alcatel's principle is to deliver to market a new OmniPCX Office RCE release every 6-12 months. The life cycle process is as follows: Active Commercial delivery (or GA) followed by Pre phase-out, Phase-out and End of Life.

Checkup of switch - With the purchase of Level 2 and 3, every 6 months an engineer will remotely access the system and perform preventative maintenance tasks, e.g. disk space utilization, verify function of shelves/boards/trunks, database coherency, analyze errors (infocollect). Findings and recommendations will be provided to BELTON POLICE DEPARTMENT.

Repository for backups - DCI will keep customer records e.g. system license files and backups. DCI



will update the records as changes occur.

Monthly backups - Level 3 provides for monthly backups of the PCX and appropriate voicemail. Screen-sharing programs for high-speed transfer of the files are acceptable for OXO systems only. Most backups are 2-5 MB for the system and 5-80 MB for voicemail. If 8770 is available onsite, a local backup schedule will be configured for daily or weekly backups. Local backup schedules will be configured by DCI and are the responsibility of BELTON POLICE DEPARTMENT.

System Monitoring - Level 3 provides for System monitoring via 8770 management server. This will require external email access for notification via the application.

Managed services customers - Remote MAC work is included in the managed services offering during the term of the contract. BELTON POLICE DEPARTMENT will report all remote MAC work to DCI through the service number or the service email address. Remote MAC requests are identified as activity associated with activating, disconnecting or changing features of a station set or other voice system components. Individual requests should not exceed 10 (ten) stations. MAC examples are as follows: name changes, key feature changes, new phone configuration, reporting (if application is available), voice mail changes (password resets, adds, deletion). Remote MAC support does not include resolution of issues caused by network, telecom provider or products purchased from suppliers other than DCI.

Remote labor for software upgrades is included once per year (SES purchase required). Upgrade offering does not include hardware.

Additional Fees - BELTON POLICE DEPARTMENT will be charged additional fees by DCI via separate invoicing if BELTON POLICE DEPARTMENT utilizes its resources in resolving issues that are caused by BELTON POLICE DEPARTMENT's own network, power supplies, facilities, telecom provider, power outages, or products purchased from other suppliers other than DCI.

In the case of network or telecom connectivity issues, DCI will diagnose and engage BELTON POLICE DEPARTMENT for escalation to the carrier or its IT provider for resolution. In these instances, the first hour of troubleshooting effort will be performed under the scope of this agreement at no additional charge to BELTON POLICE DEPARTMENT. If BELTON POLICE DEPARTMENT requires DCI to remain engaged, further efforts will be billable at previously agreed-upon hourly rates. Should final resolution result in a phone system hardware or software fault, the incident will be covered under DCI maintenance. Troubleshooting efforts once escalated to third party will be performed with the understanding that such efforts will be billable should the phone system equipment or configuration not be at fault.

Move, adds, and changes (and technical support of such) will be invoiced at \$150.00 per hour, 1 hour (minimum), 15 minute increments. Travel expenses will be invoiced at cost to include travel labor. Shipping charges apply to hardware shipments (excluding maintenance replacements). Work



performed outside of normal business hours and weekends will be invoiced at 1.5 the hourly rate. Work performed on holidays will be invoiced at 2 times the hourly rate.

Opening Service Tickets

BELTON POLICE DEPARTMENT will place all service and support requests via (877) 331-2923 or email to diceservice@dicellc.com. The Dice service email address distributes your request to the service department and DCI management team for processing.

If emergency service is required BELTON POLICE DEPARTMENT will contact DCI via voice. Email notification of emergencies could delay response time. Critical and Major severity issues are supported 24x7x365. Routine severity issues are supported 8x5 (local time zone of the Customer) Monday through Friday.

The following information is required to ensure requests are handled properly: Name and number of the person requesting service, name and number of the affected user if someone other than caller, the location experiencing the problem, a brief description of the issue, applicable extension numbers and the severity level.

Severity Definitions and Resolution timeframes

Critical Priority 1 -

Definition: Major portion of the network or application is down causing a severe impact to end-user. Has a critical effect on the customer's operation. This condition is generally characterized by complete system failure or continuous rebooting that deems the system inoperable and requires immediate correction. In addition, any condition that may critically affect human safety is considered Critical Priority 1.

1. Upon receiving notification of a Critical Priority 1, an Engineer will be assigned to assess the trouble and attempt to resolve remotely. A technician will be dispatched to site if deemed necessary.
2. One hour after the request is received, an assessment of the trouble will be provided to BELTON POLICE DEPARTMENT. If the issue has not been resolved the Engineer will identify further action.
3. Four hours after the request is received, the Enterprise Service Manager and Senior Engineer will provide an action plan for resolution.

Major Priority 2 -

Definition: Partial system down or inoperative, major impact. The system is partially inoperative but still usable by client's users. The inoperative portion of the product severely restricts operations.



1. Priority 2 requests will be responded to by an engineer within two hours. The engineer will communicate regular updates with BELTON POLICE DEPARTMENT.
2. If a resolution is not reached within eight hours, the Enterprise Service Manager and Senior Engineer will provide an action plan for resolution.

Routine Priority 3 -

Definition: A condition exists affecting a limited number of users or functionality. This condition is not critical and does not severely restrict overall operations.

1. Priority 3 requests will be responded to within four hours. An assessment of the work requested will be made and resources will be scheduled as available.

Dice Communications Inc.
Maintenance Support Options

Network Public Department

Platform
OXE

Managed	Level 3	Level 2	Level 1	Plan Type
\$3.42	\$2.28	\$2.05	\$1.82	Maintenance price per port
24x7x365	24x7x365	24x7x365	M-F 7-7	Coverage hours
4 Hr	4 Hr	4 Hr	8 Hr	Response time
30%	25%	25%	25%	Discount on SES & SMS (Not applicable to OXE) [quoted separately, additional multiyear discounts available]
7%	5%	5%	5%	Discount on SAS (ENS, AVBS, PCX Record) [quoted separately, additional multiyear discounts available]
20%	15%	15%	15%	Discount on AVST [quoted separately, additional multiyear discounts available]
✓	✓	✓	✓	Maintenance coverage of phone equipment (telephone replacement not included)
✓	✓	✓	✓	Maintenance coverage of voicemail equipment
✓	✓	✓	✓	Telephone replacement of same type
✓	✓	✓	✓	Alcatel software revisions (patches) to address performance issues, remote installation
✓	✓	✓	✓	Checkup of switch, occurs twice per contract year
✓	✓	✓	✓	One time repository site backup of database and voice topology
✓	✓	✓	✓	Monthly backup to Dice Communications backup server
✓	✓	✓	✓	System monitoring via Omnivista 8770 management server (requires VPN access)
✓	✓	✓	✓	Remote MAC (less than 10 stations per request). Remote labor for software upgrades once per year (OXE only, SES purchase required). Excludes any hardware required for upgrade.



Dice Communications Maintenance											
Managed			Level 3			Level 2			Level 1		
1 Year	3 Year 3%	5 Year 5%	1 Year	3 Year 3%	5 Year 5%	1 Year	3 Year 3%	5 Year 5%	1 Year	3 Year 3%	5 Year 6%
\$ 8,208.00	\$ 7,961.78	\$ 7,797.60	\$ 5,472.00	\$ 5,307.84	\$ 5,198.40	\$ 4,924.80	\$ 4,777.08	\$ 4,678.56	\$ 4,377.60	\$ 4,248.27	\$ 4,158.72



Dice Communications, Inc.
4509 S. 143rd St.; Suite 5-7, Omaha, NE 68137 (402) 597-2923

Service Contract
Alcatel-Lucent

Customer: BELTON POLICE DEPARTMENT
XX/XX/2017

Date:

1. **MAINTENANCE OBLIGATIONS:** Dice Communications, Inc., (DCI), hereby agrees to provide hardware maintenance and replacement services as follows: DCI will provide all necessary parts and remote technical replacement support to maintain the telephone systems, owned by BELTON POLICE DEPARTMENT, in good working order at all times. DCI will respond to all service calls from BELTON POLICE DEPARTMENT, as defined in the maintenance contract resolution timeframes. This agreement does not cover the replacement costs of parts or the labor charges incurred to replace parts that have been lost, stolen, damaged by accidents, negligence or causes other than ordinary use, to include but not limited to; storm or water damage, loss of power or environmental control, i.e. heating, air conditioning or humidity. Previously known, potentially unresolved issues (i.e. data base corruption, out of service applications) are deemed out of scope of the Agreement. If persons other than DCI representatives move, perform maintenance on, add to, or repair the equipment and DCI is required to restore the equipment to good operating condition by reason thereof, or if the customer requests service outside the scope of the Agreement, DCI shall, upon approval by BELTON POLICE DEPARTMENT, correct problems at the rates for time and materials then in effect.

2. **PAYMENT:** In consideration of the above, the customer agrees to pay DCI the service charge set forth below, plus applicable taxes. During the maintenance term, the charges shall be due in full and payable upon receipt of invoice. In the event of any default in payments or any other customer charges, customer owes DCI; DCI shall have the right to withhold customer's service and maintenance, to refuse to grant customer any additional credit, to put customer's account on a C.O.D. basis, and/or to cancel the Agreement. If equipment is added to the system subsequent to date of the initial installation of the equipment described below, an additional charge will be computed and presented to BELTON POLICE DEPARTMENT for approval to reflect the increased cost of servicing and maintaining the added equipment. Multi-year contracts may be subject to an annual hourly labor rate increase.

3. **TERM OF AGREEMENT:** This Agreement shall continue in force for a period of 12 months from the effective date on which maintenance charges first begin, as indicated below.

4. **TERMINATION:** Either party may terminate this Agreement at any time without cause by written notice to the other party of not less than thirty (30) days. Either party may terminate this



Agreement immediately by written notice (a) upon any breach by the other if such breach is not curable, or, if such breach is curable, it has not been cured within the longer of 30 days or such time period as is mutually agreed to by the parties after receiving written notice describing such breach, or (b) upon the other party's bankruptcy, insolvency or cessation of business. The confidentiality provisions shall survive any termination or expiration of this Agreement. Termination excludes SES/SMS support.

5. MISCELLANEOUS: IN THE PERFORMANCE OF THIS AGREEMENT, DCI HEREBY DISCLAIMS ALL WARRANTIES FOR MERCHANTABILITY AND ALL WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE. DCI MAKES NO WARRANTY, EXPRESS, IMPLIED OR STATUTORY CONCERNING THE EQUIPMENT LISTED HEREIN, WHICH IS NOT CONTAINED IN THIS AGREEMENT. IN NO EVENT SHALL DCI BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES. FURTHER, DCI WILL NOT BE RESPONSIBLE IF THE PERFORMANCE OF ANY SERVICE IS PREVENTED BY DECLARED GOVERNMENTAL EMERGENCIES, CIVIL DISTURBANCES, STRIKES OR OTHER CAUSES BEYOND ITS CONTROL. FINALLY, IF A THIRD PARTY PERFORMS ANY REPAIRS, REPLACEMENTS OR MAINTENANCE ON THE SYSTEM, THIS AGREEMENT BECOMES NULL AND VOID AND DCI IS NOT RESPONSIBLE FOR ANY DAMAGE DONE TO THE SYSTEM DUE TO THE THIRD PARTY. ALSO DCI IS NO LONGER LIABLE FOR ANY REPAIRS, REPLACEMENTS OR MAINTENANCE UNLESS AN ADDENDUM TO THIS AGREEMENT TO LIMIT DCI'S LIABILITY GOING FORWARD IS CREATED THAT DCI APPROVES TO. THERE ALSO SHALL BE NO SETTLEMENT OF PRE-PAID FUNDS. This Service Contract replaces any previous Service Contract between the customer and DCI for the repair, maintenance, and service of the equipment described herein. The Agreement shall bind and benefit both parties hereto including their successors, designees and assigns.



Date of Original System Install: _____

Equipment Covered: _____

Contract Level: 3

Start Date of this Contract: _____ 6/26/2017 _____

End Date of this Contract: _____ 6/25/2018 _____

SES/SMS Term Dates (OXE only): _____

AVST Term Dates: _____

Contract Value: \$ 5,472 per 1 year(s)

BY: _____ of Dice Communications, Inc.

BY: _____ of BELTON POLICE DEPARTMENT

PRINT NAME: _____

SIGNATURE: _____ DATE: / /2017



Dice Communications, Inc.
The Premier Alcatel-Lucent
Business Partner for North America
www.dicecommunications.com

SECTION X

A

R2017-32

A RESOLUTION OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING THE RENEWAL OF THE MAINTENANCE SERVICE AGREEMENT WITH STREETWISE, INC. FOR THE ANNUAL STREET STRIPING PROGRAM.

WHEREAS, on August 26, 2015, Staff advertised the 2015 Street Striping Program, but only received one bid on September 9, 2015, and so on December 22, 2015, Staff re-bid the Program as a unit rate Maintenance Service Agreement and opened the bids on January 21, 2016, but still only received one bid; and

WHEREAS, on February, 23 2016, the City of Belton approved Ordinance No. 2016-4177 Approving a Maintenance Service Agreement with Streetwise, Inc. for the Annual Street Striping Program; and

WHEREAS, the initial term of the Maintenance Service Agreement expired on February 23, 2017; and

WHEREAS, Streetwise has agreed to extend the 2017 unit rate prices to the City, herein attached and incorporated to this Resolution as **Exhibit "A"**; and

WHEREAS, pursuant to Article 3 of the Streetwise Maintenance Service Agreement, the Public Works Director has reviewed the Performance Appraisal and approves the renewal and the revised annual unit rate prices for 2017; and

WHEREAS, the Street Fund (Fund 225) has \$65,000.00 budgeted for Street Striping; and

WHEREAS, City Council finds that the Annual Street Striping Program and renewal of the contract with Streetwise, Inc. are in the best interest of the citizens and the City to maintain the transportation system.

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

SECTION 1. That the City Council approves and authorizes the renewal of the Maintenance Service Agreement with Streetwise, Inc. for the Annual Street Striping Program with revised unit rate prices as set forth in **Exhibit A** attached hereto and made part hereof as fully as if set forth herein verbatim.

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

Duly read and passed this 22nd day of August, 2017.

Mayor Jeff Davis

ATTEST:

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

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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton, Missouri, and that the foregoing Resolution was regularly introduced at a regular meeting of the City Council held on the 22nd day of August, 2017, and adopted at a regular meeting of the City Council held the 22nd day of August, 2017 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: August 22, 2017

DIVISION: Transportation

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:

Street striping is an important maintenance activity in maintaining streets throughout the network. The Maintenance Service Agreement with Streetwise, Inc. for the Annual Street Striping Program expired on February 23rd, 2017 during Transportation Division leadership turnover but is eligible for renewal for two (2) additional one (1) year terms and still agreeable with Streetwise, Inc. Both parties are agreeable to renewing the contract under the existing terms until August 31, 2018. A renewal letter was sent to Streetwise to verify and accept the renewal dates and conditions and was signed and returned to the City.

PROPOSED CITY COUNCIL MOTION:

Approve a resolution of the City of Belton, Missouri authorizing and approving the renewal of a Maintenance Service Agreement with Streetwise, Inc. for the Annual Street Striping Program.

BACKGROUND:

Council approved a Maintenance Service Agreement with Streetwise, Inc. on February 23, 2016. This agreement utilizes unit rate pricing for all maintenance activities for street striping. The agreement is attached. Both parties are agreeable to renewing the contract under the existing terms until August 31, 2018. A renewal letter was sent to Streetwise to verify and accept the renewal dates and conditions and was signed and returned to the City.

IMPACT/ANALYSIS:

N/A

STAFF RECOMMENDATION, ACTION, AND DATE:

Approve a resolution of the City of Belton, Missouri authorizing and approving the renewal of a Maintenance Service Agreement with Streetwise, Inc. for the Annual Street Striping Program.

LIST OF REFERENCE DOCUMENTS ATTACHED:

- Resolution
- Executed Maintenance Service Agreement with Streetwise, Inc. – Ordinance 2016-4177 02.23.16
- Exhibit A - Streetwise Striping Agreement Renewal Letter and Unit Pricing
- Streetwise Unit Price Comparison



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



August 4, 2017

Mr. Ryan Lee
 Streetwise, Inc.
 4600 East 142nd Street
 Grandview, Missouri 64030

Re: Maintenance Service Agreement Renewal

Dear Mr. Lee,

Pursuant to our phone conversation on August 3, 2017, Streetwise, Inc. agrees to renew the Maintenance Service Agreement dated February 9, 2016 under the same terms and conditions with the City of Belton until August 31, 2018. The updated unit prices list provided to the City on July 31, 2017, herein is attached and incorporated, will be valid until August 31, 2018. Streetwise, Inc. has confirmed that they are able to schedule the City of Belton's Annual Street Striping Program into calendar year 2017 and will provide updated insurance and bonding documentation for the renewal period prior to the beginning of work in the City of Belton.

Please sign below to indicate your acceptance of these terms and conditions and return in the enclosed self-addressed, stamped envelope. Feel free to contact us if you have any questions. Thank you.

Sincerely,

Michael Doi
 Director of Public Works

cc: Megan McGuire – City Attorney
 Monte Johnson – Transportation Superintendent
 Chad Elliot – Transportation Foreman

Enclosure: Updated Unit Rate Prices

Acceptance

Ryan Lee, Vice President
 Streetwise, Inc.

8/8/2017
 Date

REVISED BY ADDENDUM 1 – Unit Rate Prices for Re-Striping – 225-2016-4A

Item	Description		Quantity	Unit	Paint	Thermo	
1	a	4" Solid / Broken	Center striping, edge lines, solid and broken lines. Completed with truck mounted equipment	0-25,000	LF	.24	.61
	b	4" Solid / Broken		25,001-50,000	LF	.22	.58
	c	4" Solid / Broken		50,001-100,000	LF	.20	.56
	d	4" Solid / Broken		100,001-150,000	LF	.15	.54
	e	4" Solid / Broken		150,001 and over	LF	.12	.53
2	a	6" Solid	Primarily white crosswalk lines and yellow hash lines. Completed with walk behind equipment	0-2,500	LF	.33	.88
	b	6" Solid		2,501-5,000	LF	.27	.83
	c	6" Solid		5,001-7,500	LF	.24	.81
	d	6" Solid		7,501-10,000	LF	.22	.78
	e	6" Solid		10,001 and over	LF	.20	.77
3	a	24" Solid	Primarily white stop bar and crosswalks and yellow hash line. Completed with walk behind equipment	0-500	LF	9.30	14.45
	b	24" Solid		501-1,000	LF	6.25	13.40
	c	24" Solid		1,001-2,000	LF	3.20	12.85
	d	24" Solid		2,001-3,000	LF	2.20	12.80
	e	24" Solid		3,000 and over	LF	2.00	11.85
4	a	White arrows	Includes left, straight, right, straight/right and straight/left	0-25	EA	97.85	196.00
	b	White arrows		26-50	EA	92.85	190.00
	c	White arrows		51-100	EA	87.75	185.00
	d	White arrows		101-150	EA	72.50	175.00
	e	White arrows		151 and over	EA	67.00	170.00
5	a	ADA symbols	Shall be blue background with white wheel chair symbol	0-20	EA	82.40	195.65
	b	ADA symbols		21-40	EA	67.40	190.50
	c	ADA symbols		41-60	EA	62.40	185.50
	d	ADA symbols		61 and over	EA	52.40	170.00
6	a	Bike symbols	Typical bike symbols along road edge depicting bike lane	0-20	EA	87.50	186.00
	b	Bike symbols		21-40	EA	82.50	170.50
	c	Bike symbols		41-60	EA	72.50	165.50
	d	Bike symbols		61 and over	EA	67.50	145.50
7	a	White lettering	Min. 6' tall lettering. Typically in streets. Used for "ONLY" and "R" for railroad	0-20	EA	67.00	145.00
	b	White lettering		21-40	EA	62.00	140.00
	c	White lettering		41-60	EA	52.00	125.00
	d	White lettering		61 and over	EA	47.00	120.00
8	a	4" Parking lot striping	City facilities, Main Street, Loop Road, Completed with walk behind equipment.	0-2,500	LF	.38	.88
	b	4" Parking lot striping		2,501-5,000	LF	.32	.83
	c	4" Parking lot striping		5,001-7,500	LF	.27	.78
	d	4" Parking lot striping		7,501-10,000	LF	.27	.78
	e	4" Parking lot striping		10,001 and over	LF	.27	.78
Re-Striping Total (Line Items 1-8)						# 1247.20	# 2931.34

Unless color is specified, assume pricing for white or yellow.

REVISED BY ADDENDUM 1 – Unit Rate Prices for New Striping – 225-2016-4A

Item	Description	Quantity	Unit	Paint	Thermo	
9	a 4" Solid / Broken	Center striping, edge lines, solid and broken lines. Completed with truck mounted equipment	0-25,000	LF	.26	.65
	b 4" Solid / Broken		25,001-50,000	LF	.25	.61
	c 4" Solid / Broken		50,001-100,000	LF	.21	.60
	d 4" Solid / Broken		100,001-150,000	LF	.19	.58
	e 4" Solid / Broken		150,001 and over	LF	.17	.56
10	a 6" Solid	Primarily white crosswalk lines and yellow hash lines. Completed with walk behind equipment	0-2,500	LF	.31	.93
	b 6" Solid		2,501-5,000	LF	.30	.88
	c 6" Solid		5,001-7,500	LF	.22	.85
	d 6" Solid		7,501-10,000	LF	.20	.83
	e 6" Solid		10,001 and over	LF	.20	.83
11	a 24" Solid	Primarily white stop bar and crosswalks and yellow hash line. Completed with walk behind equipment	0-500	LF	9.27	16.50
	b 24" Solid		501-1,000	LF	6.27	15.50
	c 24" Solid		1,001-2,000	LF	4.77	14.50
	d 24" Solid		2,001-3,000	LF	4.27	13.50
	e 24" Solid		3,000 and over	LF	2.27	11.50
12	a White arrows	Includes left, straight, right, straight/right and straight/left	0-25	EA	103.00	206.00
	b White arrows		26-50	EA	88.00	171.00
	c White arrows		51-100	EA	63.00	166.00
	d White arrows		101-150	EA	43.00	151.00
	e White arrows		151 and over	EA	33.00	146.00
13	a ADA symbols	Shall be blue background with white wheel chair symbol	0-20	EA	82.40	190.50
	b ADA symbols		21-40	EA	67.40	185.50
	c ADA symbols		41-60	EA	62.40	180.50
	d ADA symbols		61 and over	EA	52.40	165.50
14	a Bike symbols	Typical bike symbols along road edge depicting bike lane	0-20	EA	87.55	190.40
	b Bike symbols		21-40	EA	82.55	170.40
	c Bike symbols		41-60	EA	72.55	165.40
	d Bike symbols		61 and over	EA	67.55	145.40
15	a White lettering	Min. 6' tall lettering. Typically in streets. Used for "ONLY" and "R" for railroad	0-20	EA	66.95	144.20
	b White lettering		21-40	EA	61.95	139.20
	c White lettering		41-60	EA	51.95	124.20
	d White lettering		61 and over	EA	46.95	119.20
16	a 4" Parking lot striping	City facilities, Main Street, Loop Road, Completed with walk behind equipment.	0-2,500	LF	.37	.88
	b 4" Parking lot striping		2,501-5,000	LF	.31	.83
	c 4" Parking lot striping		5,001-7,500	LF	.26	.78
	d 4" Parking lot striping		7,501-10,000	LF	.26	.78
	e 4" Parking lot striping		10,001 and over	LF	.26	.78
New Striping Total (Line Items 9-16)					#1,163.25	#2,843.27

Unless color is specified, assume pricing for white or yellow.

AN ORDINANCE OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING A MAINTENANCE SERVICE AGREEMENT WITH STREETWISE, INC. FOR THE ANNUAL STREET STRIPING PROGRAM.

WHEREAS, the Street Fund (Fund 225) has \$65,000.00 budgeted for Street Striping; and

WHEREAS, the current balance of the Street Striping budget is \$54,540.00 due to some street striping complete under Ordinance No. 2015-4081, a contract with Seal-O-Matic for overlays, and new street striping, on portions of Towne Center Drive and Mullen Road; and

WHEREAS, on August 26, 2015, Staff advertised the 2015 Street Striping Program and received bids on September 9, 2015. Staff contacted the three most well-known contractors in the Kansas City Metro by email and phone to inform them of the project. Only one bid was received and the pricing appeared to be high on certain line items; and

WHEREAS, Staff chose to re-bid the Program as a unit rate Maintenance Service Agreement, including all types of striping activities and quantities. The Agreement will be for a term of one year with up to two additional one year renewals upon good performance, appraisals, and agreed price adjustments. All work under the Agreement will be approved by City Council through Resolutions with project-specific Task Agreements; and

WHEREAS, on December 22, 2015, Staff advertised the Annual Street Striping Program and received bids on January 21, 2016. Again, Staff contacted the three most well-known contractors in the Kansas City Metro by email and phone to inform them of the project. In addition, Staff advertised the Annual Street Striping Program on QuestCDN, an online bid room that reaches national bidders; and

WHEREAS, Streetwise, Inc. was the only bidder and the pricing was better than the bid received on the September 9, 2015 Bid Opening. On January 28, 2015, Staff held a phone interview with Streetwise, Inc. and called references. Staff recommends approval of the Maintenance Service Agreement with Streetwise, Inc. for the Annual Street Striping Program.

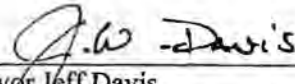
NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BELTON, MISSOURI, AS FOLLOWS:

- SECTION 1. It is hereby found, determined, and declared that it is necessary and in the best interest for the public purpose of constructing and maintaining the public improvements that are part of the Annual Street Striping Program and which are for the benefit of the citizens of the City to maintain the transportation system.
- SECTION 2. That the City of Belton, Missouri shall approve and authorize a Maintenance Service Agreement with Streetwise, Inc. for the Annual Street Striping Program as set forth in **Exhibit A** attached hereto and made part hereof as fully as if set forth herein verbatim.
- SECTION 3. This ordinance shall take effect and be in full force from and after its passage and approval.

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

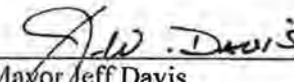
READ FOR THE FIRST TIME: February 9, 2016

READ FOR THE SECOND TIME AND PASSED: February 23, 2016



Mayor Jeff Davis

Approved this 23rd day of February, 2016.



Mayor Jeff Davis

ATTEST:



Patricia Ledford, City Clerk
City of Belton, Missouri

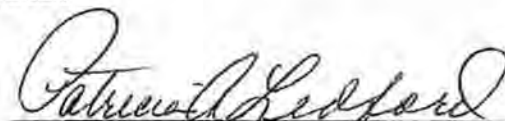
STATE OF MISSOURI)
CITY OF BELTON) SS
COUNTY OF CASS)

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the 9th day of February, 2016, and thereafter adopted as Ordinance No. 2016-4177 of the City of Belton, Missouri, at a regular meeting of the City Council held on the 23rd day of February, 2016, after the second reading thereof by the following vote, to-wit:

AYES: 8 COUNCILMEN: Mayor Davis, Fletcher, Von Behren, Trutzel, Hoag,
Newell, Savage, Lathrop

NOES: 0 COUNCILMEN:

ABSENT: 1 COUNCILMEN: Van Winkle



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



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: February 9, 2016

DIVISION: Transportation

COUNCIL: Regular Meeting Work Session Special Session

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

ISSUE/RECOMMENDATION:

Staff received bids for a unit rate contract for street striping. This maintenance services contract is a one-year contract with an option for two additional one year renewals. There are three potential bidders in this region but the City received only one; however, staff checked references, interviewed the contractor and believes to have received quality pricing. Staff recommends approval of the contract with Streetwise, Inc.

PROPOSED CITY COUNCIL MOTION:

At the February 9, 2015 Regular City Council Meeting, approve the ordinance authorizing and approving a Maintenance Services Agreement with Streetwise, Inc. for the Annual Street Striping Program.

BACKGROUND:

Annually, the Transportation Division allocates funding for out-sourced street striping throughout Belton. This work was typically done in the Fall, but because of the wear and tear from the winter plowing activities, staff chose to move this maintenance activity to the spring/early summer so it can look better longer.

Staff bid this year's project in late August, early September and received only one bid. At the time, the pricing appeared to be high on certain line items. Staff chose to re-bid the package to include unit rate prices for all types of striping activities and quantities, included parking lots, symbols and different material types that can be administered by Task Agreements, similar to the on-call engineering and emergency services contracts.

Staff re-bid the project in early January and contacted the three most well-known contractors capable of completing this work in the Kansas City Metro Area. Only one bid was received again, however, the quoted pricing was better than the first bid and better than projected estimates. Staff interviewed the contractor on January 28, 2015 and checked references. Staff recommends approval of the unit rate contract with Streetwise, Inc. All work under the Agreement will be approved by City Council through Resolutions with project-specific Task Agreements.

IMPACT/ANALYSIS:

All work will be completed within budgeted funds, by use of Task Agreement and approved by Council prior to work beginning.

STAFF RECOMMENDATION, ACTION, AND DATE:

At the February 9, 2015 Regular City Council Meeting, approve the ordinance authorizing and approving a Maintenance Services Agreement with Streetwise, Inc. for the Annual Street Striping Program.

LIST OF REFERENCE DOCUMENTS ATTACHED:

- Ordinance
- Agreement

2016-4177



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

MAINTENANCE SERVICE AGREEMENT

THIS Agreement ("Agreement") is by and between the City of Belton, Missouri, a constitutional charter city ("CITY"), and Streetwise Inc, a Corporation, authorized to conduct business in Missouri and located at 4400 E. 142nd St. Gladwin, MO 64030 ("CONTRACTOR"; CITY and CONTRACTOR each a "Party", and collectively the "Parties").

WHEREAS, CITY requires maintenance services to provide striping services as further described herein (the "Services");

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

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

ARTICLE 1 – EFFECTIVE DATE

The effective date of this Agreement shall be 3-15-16 ("Effective Date").

ARTICLE 2 – WORK AND WORK TASK AGREEMENT

Contractor, at his own cost and expense, will provide all labor, tools, equipment and materials required to complete all Services necessary to complete the Work, striping for the City of Belton's annual striping program, specifics to locations and quantities will be specified or indicated in the Task Agreements which are deemed a supplement to this Agreement and as such all terms and conditions of the Task Agreement shall be incorporated into this Agreement.

Task Agreements shall be used to describe the parties' mutual agreement on the Scope of Services, schedule, compensation, bonding requirements, and other particulars as stated therein. Task Agreements shall be in the general form shown in 00950 Task Agreement, incorporated into this Agreement. Task Agreements are binding only after acceptance and execution by duly authorized representative of both parties. Each Task Agreement shall govern the parties' rights and obligations with respect to each assignment. Each Task Agreement shall be deemed a supplement to this Agreement and as such all terms and conditions of the Task Agreement shall be incorporated into this Agreement.

Each Task Agreement shall be executed by duly authorized representatives of both parties, following the appropriate approval process up to and including City Council Approval, and according to the most current policy as stated in the City of Belton's Code of Ordinances.

CONTRACTOR shall notify the City if CONTRACTOR encounters or learns of any unforeseen change in condition or constituents of concern related to the project or site of a Task Agreement.

ARTICLE 3 – PERIOD OF SERVICE

This Agreement shall be in effect for a one (1) year period from the Effective Date. The CITY reserves the right in its sole discretion to renew this contract for up to two (2) additional one (1) year terms, subject to acceptable performance by CONTRACTOR and by mutual consent of both Parties under the same terms and conditions of this Agreement. Each year, the CITY will conduct a Performance Appraisal, 00960 Performance Appraisal, before determining that a renewal with CONTRACTOR is in the CITY's best interest concurrently with negotiations of the Unit Rate Prices, 00410 Bid Form and Unit Rate Prices. The Agreement shall not exceed three (3) years.

CONTRACTOR may negotiate to revise their Unit Rate Prices annually. The CONTRACTOR will submit the revised Unit Rate Prices to the City in December of each year that this Agreement is in effect. Subject to the approval of the Director of Public Works, and in his or her sole discretion, the revised Unit Rate Prices shall become effective with regard to this Agreement and the Services performed under any subsequent Task Agreement on January 1st of the next calendar year. The approval of a revised Unit Rate Prices shall not affect the expenses of any then current Task Agreements. In the event the revised Unit Rate Prices is not approved, CONTRACTOR and City shall enter into negotiations to finalize the new Unit Rate Prices, if applicable. The then current Unit Rate Prices shall continue and be applicable to subsequent Task Agreements during negotiations.

ARTICLE 4 – COMPENSATION

It is expressly understood that in no event will compensation be paid to the CONTRACTOR under the terms of this contract for the Services and Work described set forth in ARTICLE 2, and for reimbursement of authorized expenses, unless and until costs for a specific task are provided by the CONTRACTOR and approved by the City. If additional services are requested by the City, the CONTRACTOR will prepare and submit to the City an estimate of the total cost associated with such additional services. The City will review and approve in writing such cost estimate for additional services, and the total compensation and reimbursement to be paid by the City to the CONTRACTOR for such approved additional services shall not exceed the approved amount.

The maximum amount that City shall pay the Professional under this Agreement shall be in accordance with the terms of each Task Agreement. Compensation shall be based upon Unit Rate Prices and quantities necessary to complete the Scope of Services in the Task Agreement using the Unit Rate Prices.

City expects all Task Agreements as part of this Agreement to be completed within thirty (30) days. Therefore, Contractor shall invoice City upon completion of a specific Task Agreement for the total effort expended based on the Unit Rate Prices incurred and allowed under this Agreement attributable to each Task Agreement. In addition, a cover letter, with a brief statement describing the work performed under each invoice, shall accompany each invoice. City, upon approving the invoice(s), shall remit payment.

Invoices shall be submitted by the CONTRACTOR to the CITY for payment covering services performed. The CITY's payment terms are net thirty (30) days from the CITY's receipt of a complete invoice with supporting materials. Inadequate documentation to support the charges

shall be remedied by CONTRACTOR within ten (10) days, and CITY shall make payment within thirty (30) days from its receipt of remedial documentation. CITY in its sole discretion shall determine adequacy of documentation for payment of any invoice. No payment made under this Agreement shall be proof of satisfactory performance of the Agreement, either wholly or in part, and no payment shall be construed as acceptance of deficient or unsatisfactory work.

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

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

City is not liable for any obligation incurred by the CONTRACTOR except as approved under the provisions of this Agreement.

ARTICLE 5 – BONDING

CONTRACTOR shall furnish a Payment Bond and a Performance Bond, upon execution of each Task Agreement in the amount of each Task Agreement, as security for the faithful performance of the Work and the payment of all bills and obligations arising from the performance of the Contract. No separate payment will be made by the City for the execution of these bonds.

ARTICLE 6 – PERMITS AND LICENSES

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

ARTICLE 7 – CHANGES, DELETIONS OR ADDITIONS TO AGREEMENT

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

ARTICLE 8 – LIABILITY AND INDEMNIFICATION

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

ARTICLE 9 – INSURANCE

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

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

Workers' Compensation: Statutory

Employers' liability: 2,500,000 each occurrence

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

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

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

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

\$2,500,000 general aggregate.

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

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

B. The policies listed above may not be canceled until after thirty (30) days written notice of cancellation to CITY, ten (10) days in the event of nonpayment of premium. The Workers' Compensation and Employers' Liability, Commercial General Liability, and Automobile Liability specified above shall provide that CITY and its agencies, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds for the services performed under this Agreement. **CONTRACTOR SHALL PROVIDE TO CITY PRIOR TO THE EXECUTION OF THIS AGREEMENT A CERTIFICATE OF INSURANCE SHOWING ALL REQUIRED COVERAGES, ENDORSEMENTS, ADDITIONAL INSURED, AND COMPLIANCE WITH THE TERMS OF THIS ARTICLE 8.** The certificate shall be on a form acceptable to CITY.

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

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

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

ARTICLE 10 – EXCESSIVE UNEMPLOYMENT

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

ARTICLE 11 – EXCUSABLE DELAYS IN PERFORMANCE

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

ARTICLE 12 – TERMINATION

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

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

ARTICLE 13 – SEVERABILITY

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

ARTICLE 14 – SUCCESSORS AND ASSIGNS

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

ARTICLE 15 – ASSIGNMENT

CONTRACTOR shall not assign any rights or duties under this Agreement without the prior written consent of the CITY, which consent shall be in the sole discretion of the CITY. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. If CONTRACTOR assigns or transfers any part of CONTRACTOR'S obligations under this Agreement without the prior written approval of CITY, such assignment or transfer shall constitute a material breach of this Agreement; provided, however, the Parties acknowledge that CONTRACTOR may subcontract up to ten percent (10%) of the CONTRACTOR services described herein.

ARTICLE 16 – NO THIRD PARTY RIGHTS

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

ARTICLE 17 – INDEPENDENT CONTRACTORS

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

ARTICLE 18 – MODIFICATIONS/AMENDMENTS

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

ARTICLE 19 – EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

ARTICLE 20 – COMPLIANCE WITH LAWS

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

ARTICLE 21 – COMMUNICATIONS AND NOTICES

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

CONTRACTOR: Streetwise Inc.

CITY:

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

AND

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

AND

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

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

ARTICLE 22 – SEPARATE AGREEMENTS

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

ARTICLE 23 – SURVIVAL OF TERMS

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

ARTICLE 24 – CITY'S LEGISLATIVE POWERS

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

ARTICLE 25 – WAIVER

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

performance by CONTRACTOR of the term, covenant or condition, CITY shall be entitled to invoke any remedy available to it under this Agreement or by law despite any such forbearance or indulgence.

ARTICLE 26 – HEADINGS; CONSTRUCTION OF AGREEMENT

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

ARTICLE 27 – FEDERAL WORK AUTHORIZATION PROGRAM

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

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

ARTICLE 28 – CONFLICT OF INTEREST

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

ARTICLE 29 – BUY AMERICAN PREFERENCE

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

provisions and all other articles produced, manufactured, compounded, made, or grown in the State of Missouri. The CONTRACTOR shall comply with such requirements and shall provide proof of compliance with this provision at the time of bid and before any payment is made on the Contract.

ARTICLE 30 – PROJECT SCHEDULE

The project specific schedule will be determined by each Task Agreement.

ARTICLE 31 – PREVAILING WAGES

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

ARTICLE 32 – CONTRACT DOCUMENTS

The Contract Documents, including any Addenda issued or Task Agreements entered into after execution of the agreement, comprise the entire Agreement between City and Contractor concerning the Work, consist of the following:

00100	Total Estimated Striping Quantities for the City of Belton
00120	Bidder's Affidavit
00125	Cooperative Agreement
00130	Invitation to Bid
00140	Instructions to Bidders
00150	Quality Assurance Plan Specification
00410	Bid Form and Unit Rate Prices
00430	Bid Bond
00500	Maintenance Service Agreement
00610	Performance Bond
00615	Payment Bond
00620	Insurance Certificate
00625	Affidavit of Enrollment in Federal Work Authorization and E-Verify
00630	Certificate of Owner's Attorney
00830	Missouri Prevailing Wage Info and Forms
00840	Annual Wage Order No. 22
00850	Missouri Revised Statutes and Code of State Regulations
00900	Missouri Project Exemption Certificate
00950	Task Agreement
00960	Performance Appraisal
02000	Technical Specifications
02010	APWA 2300 Incidental Construction

SIGNATURE PAGE FOR AGREEMENT BETWEEN CITY OF BELTON, MISSOURI AND

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

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

Executed by Contractor this 2nd day of March, 2016.

Executed by City this 15th day of March, 2016.

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:
Streetwise Inc
4600 E. 142nd St.
Graindew, MO 64030
Fax: (816) 331-1355

By: J. W. Davis
Printed Name: Jeff Davis
Title: Mayor

By: [Signature]
Printed Name: Ryan Lee
Title: Vice President

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

Attested By: Lois Clark
Printed Name: Lois Clark
Title: Ofc. Manager
(Affix Corporate Seal, if applicable)



Approved as to form:

Megan McGuire
Megan McGuire, City Attorney, City of Belton, Missouri
3/15/2016
(date)

Unit Rate Prices for Re-Striping - 225-2016-4A / Streetwise Inc.

Item	Description	Quantity	2016 Prices		2017 Prices		% Increase	
			Unit	Paint	Unit	Paint		
1	a 4" Solid / Broken	Center striping, edge lines, solid and broken lines. Completed with truck mounted equipment	0-25,000	LF	\$0.23	LF	\$0.24	4%
	b 4" Solid / Broken		25,001-50,000	LF	\$0.21	LF	\$0.22	5%
	c 4" Solid / Broken		50,001-100,000	LF	\$0.19	LF	\$0.20	5%
	d 4" Solid / Broken		100,001-150,000	LF	\$0.14	LF	\$0.15	7%
	e 4" Solid / Broken		150,001 and over	LF	\$0.12	LF	\$0.12	0%
2	a 6" Solid	Primarily white crosswalk lines and yellow hash lines. Completed with walk behind equipment	0-2,500	LF	\$0.31	LF	\$0.33	6%
	b 6" Solid		2,501-5,000	LF	\$0.26	LF	\$0.27	4%
	c 6" Solid		5,001-7,500	LF	\$0.23	LF	\$0.24	4%
	d 6" Solid		7,501-10,000	LF	\$0.21	LF	\$0.22	5%
	e 6" Solid		10,001 and over	LF	\$0.19	LF	\$0.20	5%
3	a 24" Solid	Primarily white stop bar and crosswalks and yellow hash line. Completed with walk behind equipment	0-500	LF	\$9.00	LF	\$9.30	3%
	b 24" Solid		501-1,000	LF	\$6.00	LF	\$6.25	4%
	c 24" Solid		1,001-2,000	LF	\$3.00	LF	\$3.20	7%
	d 24" Solid		2,001-3,000	LF	\$2.00	LF	\$2.20	10%
	e 24" Solid		3,000 and over	LF	\$1.85	LF	\$2.00	8%
4	a White arrows	Includes left, straight, right, straight/right and straight/left	0-25	EA	\$95.00	EA	\$97.85	3%
	b White arrows		26-50	EA	\$90.00	EA	\$92.85	3%
	c White arrows		51-100	EA	\$85.00	EA	\$87.75	3%
	d White arrows		101-150	EA	\$70.00	EA	\$72.50	4%
	e White arrows		151 and over	EA	\$65.00	EA	\$67.00	3%
5	a ADA symbols	Shall be blue background with white wheel chair symbol	0-20	EA	\$80.00	EA	\$82.40	3%
	b ADA symbols		21-40	EA	\$85.00	EA	\$87.40	4%
	c ADA symbols		41-60	EA	\$60.00	EA	\$62.40	4%
	d ADA symbols		61 and over	EA	\$50.00	EA	\$52.40	5%
6	a Bike symbols	Typical bike symbols along road edge depicting bike lane	0-20	EA	\$85.00	EA	\$87.50	3%
	b Bike symbols		21-40	EA	\$80.00	EA	\$82.50	3%
	c Bike symbols		41-60	EA	\$70.00	EA	\$72.50	4%
	d Bike symbols		61 and over	EA	\$65.00	EA	\$67.50	4%
7	a White lettering	Min. 6' tall lettering. Typically in streets. Used for "ONLY" and "R" for railroad	0-20	EA	\$65.00	EA	\$67.00	3%
	b White lettering		21-40	EA	\$60.00	EA	\$62.00	3%
	c White lettering		41-60	EA	\$50.00	EA	\$52.00	4%
	d White lettering		61 and over	EA	\$45.00	EA	\$47.00	4%
8	a 4" Parking lot striping	City facilities, Main Street, Loop Road, Completed with walk behind equipment.	0-2,500	LF	\$0.36	LF	\$0.38	6%
	b 4" Parking lot striping		2,501-5,000	LF	\$0.30	LF	\$0.32	7%
	c 4" Parking lot striping		5,001-7,500	LF	\$0.25	LF	\$0.27	8%
	d 4" Parking lot striping		7,501-10,000	LF	\$0.25	LF	\$0.27	8%
	e 4" Parking lot striping		10,001 and over	LF	\$0.25	LF	\$0.27	8%

Unless color is specified, assume pricing for white or yellow.

Unit Rate Prices for New Striping - 225-2016-4A / Streetwise Inc

Item	Description	Quantity	2016 Prices		2017 Prices		% Increase	
			Unit	Paint	Unit	Paint		
9	a 4" Solid / Broken	Center striping, edge lines, solid and broken lines. Completed with truck mounted equipment	0-25,000	LF	\$0.25	LF	\$0.26	4%
	b 4" Solid / Broken		25,001-50,000	LF	\$0.24	LF	\$0.25	4%
	c 4" Solid / Broken		50,001-100,000	LF	\$0.20	LF	\$0.21	5%
	d 4" Solid / Broken		100,001-150,000	LF	\$0.18	LF	\$0.19	6%
	e 4" Solid / Broken		150,001 and over	LF	\$0.16	LF	\$0.17	6%
10	a 6" Solid	Primarily white crosswalk lines and yellow hash lines. Completed with walk behind equipment	0-2,500	LF	\$0.33	LF	\$0.34	3%
	b 6" Solid		2,501-5,000	LF	\$0.29	LF	\$0.30	3%
	c 6" Solid		5,001-7,500	LF	\$0.21	LF	\$0.22	5%
	d 6" Solid		7,501-10,000	LF	\$0.19	LF	\$0.20	5%
	e 6" Solid		10,001 and over	LF	\$0.19	LF	\$0.20	5%
11	a 24" Solid	Primarily white stop bar and crosswalks and yellow hash line. Completed with walk behind equipment	0-500	LF	\$9.00	LF	\$9.27	3%
	b 24" Solid		501-1,000	LF	\$6.00	LF	\$6.27	4%
	c 24" Solid		1,001-2,000	LF	\$4.50	LF	\$4.77	6%
	d 24" Solid		2,001-3,000	LF	\$4.00	LF	\$4.27	7%
	e 24" Solid		3,000 and over	LF	\$2.00	LF	\$2.27	14%
12	a White arrows	Includes left, straight, right, straight/right and straight/left	0-25	EA	\$100.00	EA	\$103.00	3%
	b White arrows		26-50	EA	\$85.00	EA	\$88.00	4%
	c White arrows		51-100	EA	\$60.00	EA	\$63.00	5%
	d White arrows		101-150	EA	\$40.00	EA	\$43.00	8%
	e White arrows		151 and over	EA	\$30.00	EA	\$33.00	10%
13	a ADA symbols	Shall be blue background with white wheel chair symbol	0-20	EA	\$80.00	EA	\$82.40	3%
	b ADA symbols		21-40	EA	\$65.00	EA	\$67.40	4%
	c ADA symbols		41-60	EA	\$60.00	EA	\$62.40	4%
	d ADA symbols		61 and over	EA	\$50.00	EA	\$52.40	5%
14	a Bike symbols	Typical bike symbols along road edge depicting bike lane	0-20	EA	\$85.00	EA	\$87.55	3%
	b Bike symbols		21-40	EA	\$80.00	EA	\$82.55	3%
	c Bike symbols		41-60	EA	\$70.00	EA	\$72.55	4%
	d Bike symbols		61 and over	EA	\$65.00	EA	\$67.55	4%
15	a White lettering	Min. 6" tall lettering. Typically in streets. Used for "ONLY" and "R" for railroad	0-20	EA	\$65.00	EA	\$66.95	3%
	b White lettering		21-40	EA	\$60.00	EA	\$61.95	3%
	c White lettering		41-60	EA	\$50.00	EA	\$51.95	4%
	d White lettering		61 and over	EA	\$45.00	EA	\$46.95	4%
16	a 4" Parking lot striping	City facilities, Main Street, Loop Road, Completed with walk behind equipment.	0-2,500	LF	\$0.36	LF	\$0.37	3%
	b 4" Parking lot striping		2,501-5,000	LF	\$0.30	LF	\$0.31	3%
	c 4" Parking lot striping		5,001-7,500	LF	\$0.25	LF	\$0.26	4%
	d 4" Parking lot striping		7,501-10,000	LF	\$0.25	LF	\$0.26	4%
	e 4" Parking lot striping		10,001 and over	LF	\$0.25	LF	\$0.26	4%

Unit Rate Prices for Re-Striping - 225-2016-4A / Streetwise Inc.

Item	Description	Quantity	2016 Prices		2017 Prices		% Increase	
			Unit	Thermo	Unit	Thermo		
1	a 4" Solid / Broken	Center striping, edge lines, solid and broken lines. Completed with truck mounted equipment	0-25,000	LF	\$0.59	LF	\$0.61	3%
	b 4" Solid / Broken		25,001-50,000	LF	\$0.56	LF	\$0.58	4%
	c 4" Solid / Broken		50,001-100,000	LF	\$0.54	LF	\$0.56	4%
	d 4" Solid / Broken		100,001-150,000	LF	\$0.53	LF	\$0.54	2%
	e 4" Solid / Broken		150,001 and over	LF	\$0.52	LF	\$0.53	2%
2	a 6" Solid	Primarily white crosswalk lines and yellow hash lines. Completed with walk behind equipment	0-2,500	LF	\$0.85	LF	\$0.88	4%
	b 6" Solid		2,501-5,000	LF	\$0.80	LF	\$0.83	4%
	c 6" Solid		5,001-7,500	LF	\$0.78	LF	\$0.81	4%
	d 6" Solid		7,501-10,000	LF	\$0.76	LF	\$0.78	3%
	e 6" Solid		10,001 and over	LF	\$0.75	LF	\$0.77	3%
3	a 24" Solid	Primarily white stop bar and crosswalks and yellow hash line. Completed with walk behind equipment	0-500	LF	\$14.00	LF	\$14.45	3%
	b 24" Solid		501-1,000	LF	\$13.00	LF	\$13.40	3%
	c 24" Solid		1,001-2,000	LF	\$12.50	LF	\$12.85	3%
	d 24" Solid		2,001-3,000	LF	\$12.00	LF	\$12.80	7%
	e 24" Solid		3,000 and over	LF	\$11.50	LF	\$11.85	3%
4	a White arrows	Includes left, straight, right, straight/right and straight/left	0-25	EA	\$190.00	EA	\$196.00	3%
	b White arrows		26-50	EA	\$185.00	EA	\$196.00	6%
	c White arrows		51-100	EA	\$180.00	EA	\$185.00	3%
	d White arrows		101-150	EA	\$170.00	EA	\$175.00	3%
	e White arrows		151 and over	EA	\$165.00	EA	\$170.00	3%
5	a ADA symbols	Shall be blue background with white wheel chair symbol	0-20	EA	\$185.00	EA	\$195.55	6%
	b ADA symbols		21-40	EA	\$180.00	EA	\$190.50	6%
	c ADA symbols		41-60	EA	\$175.00	EA	\$185.50	6%
	d ADA symbols		61 and over	EA	\$160.00	EA	\$170.00	6%
6	a Bike symbols	Typical bike symbols along road edge depicting bike lane	0-20	EA	\$180.00	EA	\$186.00	3%
	b Bike symbols		21-40	EA	\$165.00	EA	\$170.50	3%
	c Bike symbols		41-60	EA	\$160.00	EA	\$165.50	3%
	d Bike symbols		61 and over	EA	\$140.00	EA	\$145.50	4%
7	a White lettering	Min. 6' tall lettering. Typically in streets. Used for "ONLY" and "R" for railroad	0-20	EA	\$140.00	EA	\$145.00	4%
	b White lettering		21-40	EA	\$135.00	EA	\$140.00	4%
	c White lettering		41-60	EA	\$120.00	EA	\$125.00	4%
	d White lettering		61 and over	EA	\$115.00	EA	\$120.00	4%
8	a 4" Parking lot striping	City facilities, Main Street, Loop Road, Completed with walk behind equipment.	0-2,500	LF	\$0.85	LF	\$0.88	4%
	b 4" Parking lot striping		2,501-5,000	LF	\$0.80	LF	\$0.83	4%
	c 4" Parking lot striping		5,001-7,500	LF	\$0.75	LF	\$0.78	4%
	d 4" Parking lot striping		7,501-10,000	LF	\$0.75	LF	\$0.78	4%
	e 4" Parking lot striping		10,001 and over	LF	\$0.75	LF	\$0.78	4%

Unless color is specified, assume pricing for white or yellow.

Unit Rate Prices for New Striping - 225-2016-4A / Streetwise Inc

Item	Description	Quantity	2016 Prices		2017 Prices		% Increase	
			Unit	Thermo	Unit	Thermo		
9	a 4" Solid / Broken	Center striping, edge lines, solid and broken lines. Completed with truck mounted equipment	0-25,000	LF	\$0.62	LF	\$0.65	5%
	b 4" Solid / Broken		25,001-50,000	LF	\$0.58	LF	\$0.61	5%
	c 4" Solid / Broken		50,001-100,000	LF	\$0.57	LF	\$0.60	5%
	d 4" Solid / Broken		100,001-150,000	LF	\$0.55	LF	\$0.58	5%
	e 4" Solid / Broken		150,001 and over	LF	\$0.53	LF	\$0.56	6%
10	a 6" Solid	Primarily white crosswalk lines and yellow hash lines. Completed with walk behind equipment	0-2,500	LF	\$0.80	LF	\$0.93	3%
	b 6" Solid		2,501-5,000	LF	\$0.85	LF	\$0.88	4%
	c 6" Solid		5,001-7,500	LF	\$0.82	LF	\$0.85	4%
	d 6" Solid		7,501-10,000	LF	\$0.80	LF	\$0.83	4%
	e 6" Solid		10,001 and over	LF	\$0.80	LF	\$0.83	4%
11	a 24" Solid	Primarily white stop bar and crosswalks and yellow hash line. Completed with walk behind equipment	0-500	LF	\$16.00	LF	\$16.50	3%
	b 24" Solid		501-1,000	LF	\$15.00	LF	\$15.50	3%
	c 24" Solid		1,001-2,000	LF	\$14.00	LF	\$14.50	4%
	d 24" Solid		2,001-3,000	LF	\$13.00	LF	\$13.50	4%
	e 24" Solid		3,000 and over	LF	\$11.00	LF	\$11.50	5%
12	a White arrows	Includes left, straight, right, straight/right and straight/left	0-25	EA	\$200.00	EA	\$203.00	2%
	b White arrows		26-50	EA	\$165.00	EA	\$171.00	4%
	c White arrows		51-100	EA	\$160.00	EA	\$166.00	4%
	d White arrows		101-150	EA	\$145.00	EA	\$151.00	4%
	e White arrows		151 and over	EA	\$140.00	EA	\$146.00	4%
13	a ADA symbols	Shall be blue background with white wheel chair symbol	0-20	EA	\$185.00	EA	\$190.50	3%
	b ADA symbols		21-40	EA	\$180.00	EA	\$185.50	3%
	c ADA symbols		41-60	EA	\$175.00	EA	\$180.50	3%
	d ADA symbols		61 and over	EA	\$160.00	EA	\$165.50	3%
14	a Bike symbols	Typical bike symbols along road edge depicting bike lane	0-20	EA	\$180.00	EA	\$190.40	6%
	b Bike symbols		21-40	EA	\$165.00	EA	\$170.40	3%
	c Bike symbols		41-60	EA	\$160.00	EA	\$165.40	3%
	d Bike symbols		61 and over	EA	\$140.00	EA	\$145.40	4%
15	a White lettering	Min. 6" tall lettering. Typically in streets. Used for "ONLY" and "R" for railroad	0-20	EA	\$140.00	EA	\$144.20	3%
	b White lettering		21-40	EA	\$135.00	EA	\$139.20	3%
	c White lettering		41-60	EA	\$120.00	EA	\$124.20	4%
	d White lettering		61 and over	EA	\$115.00	EA	\$119.20	4%
16	a 4" Parking lot striping	City facilities, Main Street, Loop Road, Completed with walk behind equipment.	0-2,500	LF	\$0.85	LF	\$0.88	4%
	b 4" Parking lot striping		2,501-5,000	LF	\$0.80	LF	\$0.83	4%
	c 4" Parking lot striping		5,001-7,500	LF	\$0.75	LF	\$0.78	4%
	d 4" Parking lot striping		7,501-10,000	LF	\$0.75	LF	\$0.78	4%
	e 4" Parking lot striping		10,001 and over	LF	\$0.75	LF	\$0.78	4%

SECTION X

B

R2017-33

A RESOLUTION APPROVING TASK AGREEMENT #2017-2 WITH STREETWISE, INC. FOR THE PURPOSE OF COMPLETING THE ANNUAL STREET STRIPING PROGRAM AT A NOT-TO-EXCEED AMOUNT OF \$65,000.00.

WHEREAS, the City Council for the City of Belton, understands street striping is an important maintenance activity in maintaining the City of Belton’s transportation system; and

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

WHEREAS, on February 23, 2016 under Ordinance No. 2016-4177, the City Council approved the Maintenance Service Agreement with Streetwise, Inc.; and

WHEREAS, on August 22, 2017 under Resolution No. 2017-_____, the City Council approved the renewal of the Maintenance Service Agreement with Streetwise, Inc. until August 31, 2018; and

WHEREAS, this task agreement with Streetwise, Inc. is necessary to complete the Annual Street Striping Program; and

WHEREAS, the cost for this project will be at a not-to-exceed amount of \$65,000.00.

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

SECTION 1. That the City Council approves and authorizes Task Agreement #2017-2 with Streetwise, Inc. for the Annual Street Striping Program.

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

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

Duly read and passed this 22nd day of August, 2017.

Mayor Jeff Davis

ATTEST:

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

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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton, Missouri, and that the foregoing Resolution was regularly introduced at a regular meeting of the City Council held on the 22nd day of August, 2017, and adopted at a regular meeting of the City Council held the 22nd day of August, 2017 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: August 22, 2017

DIVISION: Transportation

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:

Street striping is an important maintenance activity in maintaining streets throughout the network. Staff recommends approving Task Agreement #2017-2 with Streetwise, Inc. in a not-to-exceed amount of \$65,000.00.

PROPOSED CITY COUNCIL MOTION:

Approve a resolution approving Task Agreement #2017-2 with Streetwise, Inc. for the purpose of completing the Annual Street Striping Program at a not-to-exceed amount of \$65,000.00.

BACKGROUND:

Council approved a Maintenance Service Agreement with Streetwise, Inc. on February 23, 2016 and it will be renewed by City Council by resolution on August 22, 2017. This agreement utilizes unit rate pricing for all maintenance activities for street striping. The list of streets and pricing for Task Agreement #2017-2 is attached.

IMPACT/ANALYSIS:

FINANCIAL IMPACT

Contractor:	Streetwise Inc.	
Amount of Request/Contract:	\$	65,000.00
Amount Budgeted:	\$	65,000.00
Funding Source:	Transportation 225-0000-400-4032	
Additional Funds:	\$	n/a
Funding Source:	n/a	
Encumbered:	\$	n/a
Funds Remaining:	\$	0

STAFF RECOMMENDATION, ACTION, AND DATE:

Approve a resolution approving Task Agreement #2017-2 with Streetwise, Inc. for the purpose of completing the Annual Street Striping Program at a not-to-exceed amount of \$65,000.00.

LIST OF REFERENCE DOCUMENTS ATTACHED:

- Resolution for Task Agreement #2017-2
- Task Agreement #2017-2
- 2017 Unit Prices
- List of Streets



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

Contract: Annual Street Striping Program

Ordinance or Resolution:	Task Agreement No: 2	Funding Amount: \$65,000 Funding Source: 225-0000-400-4032 Date of Schedule of Hourly Rates and Expenses: 2017 Purchase Order No: TBD
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Project Title: Annual Street Striping Program

Contractor/Consultant (including subs): Streetwise, Inc. 4600 E 142nd Street Grandview, MO 64030	Division and Staff Project Manager: Monte Johnson and Misha Miller-Gilmore
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Project Management Manual reviewed: <i>n/a</i>	Attachments (Gantt Chart, etc.): <i>n/a</i>
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PROJECT Scope (can be in the form of an attachment):
 Project will complete the annual street striping program for the City of Belton per the Maintenance Service Agreement with Streetwise, Inc. Attached is the list of streets, quantity, and cost for Task Agreement #2. Cost shall not exceed budgeted funds as identified above.

Staff Signatures		Partner Signatures	
Director of Public Works: Mike Doi	City Manager: Alexa Barton	Project Manager: <i>Ryan Lee</i>	Company Principal (If different):
Signature: _____	Signature: _____	Signature: <i>[Signature]</i>	Signature: _____
Date: _____	Date: _____	Date: <i>8/11/17</i>	Date: _____

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

Report(s) Received:

Work on File:

This Task Agreement is subject to all the provisions included in the Maintenance Service Agreement effective on the ___ day of August, 2017.

Attach scope of work, budget, and other supporting material.
Belton Contract Guidebook

[Type text]

00950-1 of 1

REVISED BY ADDENDUM 1 – Unit Rate Prices for Re-Striping – 225-2016-4A

Item	Description		Quantity	Unit	Paint	Thermo	
1	a	4" Solid / Broken	Center striping, edge lines, solid and broken lines. Completed with truck mounted equipment	0-25,000	LF	.24	.61
	b	4" Solid / Broken		25,001-50,000	LF	.22	.58
	c	4" Solid / Broken		50,001-100,000	LF	.20	.56
	d	4" Solid / Broken		100,001-150,000	LF	.15	.54
	e	4" Solid / Broken		150,001 and over	LF	.12	.53
2	a	6" Solid	Primarily white crosswalk lines and yellow hash lines. Completed with walk behind equipment	0-2,500	LF	.33	.88
	b	6" Solid		2,501-5,000	LF	.27	.83
	c	6" Solid		5,001-7,500	LF	.24	.81
	d	6" Solid		7,501-10,000	LF	.22	.78
	e	6" Solid		10,001 and over	LF	.20	.77
3	a	24" Solid	Primarily white stop bar and crosswalks and yellow hash line. Completed with walk behind equipment	0-500	LF	9.30	14.45
	b	24" Solid		501-1,000	LF	6.35	13.40
	c	24" Solid		1,001-2,000	LF	3.20	12.85
	d	24" Solid		2,001-3,000	LF	2.20	12.80
	e	24" Solid		3,000 and over	LF	2.00	11.85
4	a	White arrows	Includes left, straight, right, straight/right and straight/left	0-25	EA	97.85	196.00
	b	White arrows		26-50	EA	92.85	190.00
	c	White arrows		51-100	EA	87.75	185.00
	d	White arrows		101-150	EA	72.90	175.00
	e	White arrows		151 and over	EA	67.00	170.00
5	a	ADA symbols	Shall be blue background with white wheel chair symbol	0-20	EA	82.40	195.55
	b	ADA symbols		21-40	EA	67.40	190.50
	c	ADA symbols		41-60	EA	62.40	185.50
	d	ADA symbols		61 and over	EA	52.40	170.00
6	a	Bike symbols	Typical bike symbols along road edge depicting bike lane	0-20	EA	87.50	186.00
	b	Bike symbols		21-40	EA	82.50	170.50
	c	Bike symbols		41-60	EA	72.50	165.50
	d	Bike symbols		61 and over	EA	67.50	145.50
7	a	White lettering	Min. 6' tall lettering. Typically in streets. Used for "ONLY" and "R" for railroad	0-20	EA	67.00	145.00
	b	White lettering		21-40	EA	62.00	140.00
	c	White lettering		41-60	EA	52.00	125.00
	d	White lettering		61 and over	EA	47.00	120.00
8	a	4" Parking lot striping	City facilities, Main Street, Loop Road, Completed with walk behind equipment.	0-2,500	LF	.38	.88
	b	4" Parking lot striping		2,501-5,000	LF	.32	.83
	c	4" Parking lot striping		5,001-7,500	LF	.27	.78
	d	4" Parking lot striping		7,501-10,000	LF	.27	.78
	e	4" Parking lot striping		10,001 and over	LF	.27	.78
Re-Striping Total (Line Items 1-8)						1247.20	4293.34

Unless color is specified, assume pricing for white or yellow.

REVISED BY ADDENDUM 1 – Unit Rate Prices for New Striping – 225-2016-4A

Item	Description		Quantity	Unit	Paint	Thermo	
9	a	4" Solid / Broken	Center striping, edge lines, solid and broken lines. Completed with truck mounted equipment	0-25,000	LF	.26	.65
	b	4" Solid / Broken		25,001-50,000	LF	.25	.61
	c	4" Solid / Broken		50,001-100,000	LF	.21	.60
	d	4" Solid / Broken		100,001-150,000	LF	.19	.58
	e	4" Solid / Broken		150,001 and over	LF	.17	.56
10	a	6" Solid	Primarily white crosswalk lines and yellow hash lines. Completed with walk behind equipment	0-2,500	LF	.31	.93
	b	6" Solid		2,501-5,000	LF	.30	.88
	c	6" Solid		5,001-7,500	LF	.22	.85
	d	6" Solid		7,501-10,000	LF	.20	.83
	e	6" Solid		10,001 and over	LF	.20	.83
11	a	24" Solid	Primarily white stop bar and crosswalks and yellow hash line. Completed with walk behind equipment	0-500	LF	9.27	16.50
	b	24" Solid		501-1,000	LF	6.27	15.50
	c	24" Solid		1,001-2,000	LF	4.77	14.50
	d	24" Solid		2,001-3,000	LF	4.27	13.50
	e	24" Solid		3,000 and over	LF	2.27	11.50
12	a	White arrows	Includes left, straight, right, straight/right and straight/left	0-25	EA	103.00	206.00
	b	White arrows		26-50	EA	88.00	171.00
	c	White arrows		51-100	EA	63.00	166.00
	d	White arrows		101-150	EA	43.00	151.00
	e	White arrows		151 and over	EA	33.00	146.00
13	a	ADA symbols	Shall be blue background with white wheel chair symbol	0-20	EA	82.40	190.50
	b	ADA symbols		21-40	EA	67.40	185.50
	c	ADA symbols		41-60	EA	62.40	180.50
	d	ADA symbols		61 and over	EA	52.40	165.50
14	a	Bike symbols	Typical bike symbols along road edge depicting bike lane	0-20	EA	87.55	190.40
	b	Bike symbols		21-40	EA	82.55	170.40
	c	Bike symbols		41-60	EA	72.55	165.40
	d	Bike symbols		61 and over	EA	67.55	145.40
15	a	White lettering	Min. 6' tall lettering. Typically in streets. Used for "ONLY" and "R" for railroad	0-20	EA	66.95	144.20
	b	White lettering		21-40	EA	61.95	139.20
	c	White lettering		41-60	EA	51.95	124.20
	d	White lettering		61 and over	EA	46.95	119.20
16	a	4" Parking lot striping	City facilities, Main Street, Loop Road, Completed with walk behind equipment.	0-2,500	LF	.37	.88
	b	4" Parking lot striping		2,501-5,000	LF	.31	.83
	c	4" Parking lot striping		5,001-7,500	LF	.26	.78
	d	4" Parking lot striping		7,501-10,000	LF	.26	.78
	e	4" Parking lot striping		10,001 and over	LF	.26	.78
New Striping Total (Line Items 9-16)						#1,163.25	#2,843.27

Unless color is specified, assume pricing for white or yellow.

CITY OF BELTON
STRIPING STREET LIST / Streetwise Inc / Task Agreement #2

Route	From	To (or At)
155th Street	71 Highway	Harris
Prospect	Cambridge	Rte. 58
	Rte. 58	North 300'
Mill	Cleveland	S. Scott
Bradford Lane		Rte. 58
Congress Ave.		Rte. 58
* Westover Road	Bong Ave.	Markey Rd.
	Markey Rd.	Rte. 58
Markey Parkway	QT way	Markey
Cornerstone Dr	163rd St	Cul-de-Sac
Cleveland Ave.	Rte. 58	Mill Street
	Mill Street	Park Ave.
	Park Ave.	Cambridge
	Cambridge	S City Limits
S. Scott	Rte. 58	Cambridge
Harris Ave.	155th	163rd St.
Markey Road	N. Scott	Westover
	Westover	Kuecker Building
North Scott Ave.	Dead End	Rte. 58
Mullen Road	163rd St	South of Bill Jones (north entrance)
	South of Bill Jones (north entrance)	Rte. 58
	Cambridge	Silver Maple
	Silver Maple	Minnie
	Minnie	Rte. 58
Peculiar Drive	Rte. 58	Cambridge
	Cambridge	N Cass Parkway
	N Cass Parkway	N City Limits

Route	From	To (or At)
Cambridge	Peculiar Dr	Mullen
	Mullen	Y Highway
	Y Highway	S Scott Avenue
	S Scott Avenue	Colbern (West side)
	Colbern (West side)	Cleveland
	Cleveland	Prospect
North Scott	Rte. 58	Markey Rd
	Markey Rd	155th St.
163rd St	Mullen	Cornerstone
	Richmond Ave.	Mullen
	Harris Ave.	Richmond Ave.
	Kentucky View Dr.	Harris
	Kentucky View Dr.	Kentucky Rd.
Walnut	S Scott Avenue	4th Street
	S Scott Avenue	Robie Drive
N Outer Road	163rd	162nd
Vicie	163rd	162nd
162nd	N Outer Rd	Harris Ave.
Terry Ave.	163rd	162nd
Eastern	163rd	162nd
Oakland	163rd	162nd
Richmond Ave	163rd	162nd
Hinkle	163rd	162nd
Hight	163rd	162nd
Slater	163rd	162nd
Speaker	163rd	162nd
Bel-Ray Blvd		Rte 58

Route	From	To (or At)
S Outer Road	Rte. 58	S City Limits
Kentucky View Dr	163rd	162nd
Spring Valley	163rd	162nd Terr
Spring Valley	163rd	163rd Terr
Harris	163rd	163rd Terr
Speaker	163rd	165th
Slater	163rd	165th
Hight	163rd	165th
Hinkle	163rd	165th
Oakland	163rd	163rd Terr
Eastern	163rd	163rd Terr
Pd Parking Entrance		163rd
Givan	163rd	Subdivision
South Outer Rd	155th	Dead End
Kentucky	58 highway	163rd
Hershel	Loop	Main
Loop Rd	Chestnut	Hershel
Main	S Scott Avenue	Y Highway
Hackberry	Railroad Tracks	Main
	Main	2nd Street
Ella	Main	2nd Street
	Main	Loop
	Loop	Railroad Tracks
Walnut	Main	2nd Street
	Main	Loop
	Loop	Railroad Tracks
Chestnut	Main	2nd Street
	Main	Railroad Tracks
Cherry	Main	2nd Street
	Main	Railroad Tracks

SECTION X

C

R2017-34

A RESOLUTION APPROVING ACTIONS OF THE CITY MANAGER TO ENGAGE WIEDENMANN, INC. FOR EMERGENCY REPAIR OF A WATER MAIN DUE TO FLOODING ON THE EAST OUTER ROAD NEAR THE COTTAGES OF BELTON AND RATIFYING TASK AGREEMENT #2017-3 IN THE AMOUNT OF \$44,357.99.

WHEREAS, the City Council for the City of Belton, Missouri, pursuant to the advice and recommendation of the City Manager, deems it necessary, desirable, advisable and in the public interest to maintain water infrastructure to meet near and long-term needs; and

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

WHEREAS, on February 28, 2017 under Ordinance No. 2017-4317, the City Council approved Supplemental Agreement No. I to Service Agreement for On-Call Water, Wastewater, and Stormwater Services between the City of Belton and Wiedenmann, Inc.; and

WHEREAS, on July 27, 2017, a large water break was found after a night of severe storms. The water running into a nearby creek on the East Outer Road near the Cottages of Belton was so strong that it eroded the creek bank away. This erosion exposed the 10" PVC water main. The erosion was so severe that the water main blew apart causing a water emergency. This water main is one of two water feeds that supply water to the local hospital. An emergency repair was needed because of the water emergency, location of repair, issues with terrain, and restoring a second water feed for the local hospital. On July 27, 2017, the City Manager, in conference with the Director of Public Works and Water Services Manager, determined the emergency repairs were necessary and authorized immediate commencement of the repair work to resolve the water emergency issue; and

WHEREAS, the City Council believes that Task Agreement 2017-3 with Wiedenmann, Inc. accurately reflects the work performed to repair a water main on the East Outer Road near the Cottages of Belton on an emergency basis in the amount of \$44,357.99.

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

SECTION 1. That the action of the City Manager to engage Wiedenmann, Inc. on an emergency basis is hereby authorized and ratified.

SECTION 2. That Task Agreement No. 2017-3, herein attached and incorporated as **Exhibit A** to this Resolution, in the amount of \$44,357.99 is hereby authorized and ratified.

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

Duly read and passed this 22nd day of August, 2017.

Mayor Jeff Davis

ATTEST:

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

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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton, Missouri, and that the foregoing Resolution was regularly introduced at a regular meeting of the City Council held on the 22nd day of August, 2017, and adopted at a regular meeting of the City Council held the 22nd day of August, 2017 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: August 22, 2017

DIVISION: Public Works/Water Services

COUNCIL: Regular Meeting Work Session Special Session

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

ISSUE/RECOMMENDATION:

On July 27, 2017, a large water break was found after a night of severe storms. The water running into a nearby creek on the East Outer Road near the Cottages of Belton was so strong that it eroded the creek bank away. This erosion exposed the 10" PVC water main. The erosion was so severe that the water main blew apart causing a water emergency. This water main is one of two water feeds that supply water to the local hospital. An emergency repair was needed because of the water emergency, location of repair, issues with terrain, and restoring a second water feed for the local hospital. The normal three bid process was not used because of the emergency situation. Using the Supplemental Agreement No. 1 to Service Agreement for On-Call Water, Wastewater, and Stormwater Services, Wiedenmann, Inc. was contacted to do the emergency repair. The emergency bid received for the repair was \$76,647.00; however, the actual cost of the repair totaled \$44,357.99.

PROPOSED CITY COUNCIL MOTION:

Approve a resolution approving actions of the City Manager to engage Wiedenmann, Inc. for emergency repair of a water main on the East Outer Road near the Cottages of Belton and ratifying Task Agreement No. 2017-3 in the amount of \$44,357.99.

BACKGROUND:

On February 28, 2017, Ordinance No. 2017-4317 approved Supplemental Agreement No. 1 to Service Agreement for On-Call Water, Wastewater, and Stormwater Services between the City of Belton and Wiedenmann, Inc.

IMPACT/ANALYSIS:

FINANCIAL IMPACT

Contractor:	Wiedenmann, Inc.	
Amount of Request/Contract:	\$	44,357.99
Amount Budgeted:	\$	100,000.00
Funding Source:	662-0000-495-7300 WT 1802	
Additional Funds:	\$	n/a
Funding Source:	n/a	
Encumbered:	\$	n/a
Funds Remaining:	\$	55,642.01

STAFF RECOMMENDATION, ACTION, AND DATE:

Approve a resolution approving actions of the City Manager to engage Wiedenmann, Inc. for emergency repair of a water main on the East Outer Road near the Cottages of Belton and ratifying Task Agreement No. 2017-3 in the amount of \$44,357.99.

LIST OF REFERENCE DOCUMENTS ATTACHED:

Resolution
Task Agreement 2017-3 and Scope of Work

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

Contract: Emergency Services On-Call Contract

Ordinance or **Resolution**:

Task Agreement No: 2017-3

Funding Amount: \$ 44,367.99

Purchase Order No: N/A

Project Title: **East Outer Road – Emergency Water main**

Contractor/Consultant (including subs):
Wiedenmann, Inc.

Division and Staff Project Manager:
Don Tyler, Water Services Manager

Project Management Manual reviewed: Yes

Attachments (Gantt Chart/ Schedule, Insurance, etc.):N/A

PROJECT Scope (can be in the form of an attachment):
Emergency call out repair at East Outer Road near Cottages.

Check boxes below that apply:

Enrollment in E-Verify

Prevailing Wage

Certificate of Good Standing

Staff Signatures

Partner Signatures

Director of Public Works:
Mike Doi

City Manager:
Alexa Barton

Project Manager:
Don Tyler

Company Principal (if different):
Jerry Wiedenmann or
David Grossman
Wiedenmann, Inc.

Signature: _____

Signature: _____

Signature: *Don Tyler*

Signature: *Jerry Wiedenmann*

Date: _____

Date: _____

Date: 8-15-17

Date: 8-15-17

Project Type: Design _____ Construction X Property Acquisition _____ Conceptual/Problem Solving _____ Surveying _____

Project Discipline(s): Transportation _____ Planning _____ Water X Wastewater _____ Stormwater _____

Report(s) Received:

Work on File:

This Task Agreement is subject to all the provisions included in the On-Call Emergency Services Agreement, Public Works Department, Engineering Division by and between the City and Wiedenmann Inc. (Professional), dated 02/28/2017.

Attach scope of work, budget, and other supporting material

City of Belton, Missouri

**Scope of Work for
Water Main Repair Located at East Outer Road near the Cottages of Belton
07/27/2017**



The contractor will:

- Provide needed equipment
- Provide needed personal
- Provide all pumps
- Provide all piping and fittings according to the City of Belton Construction Manual for specification
- Provide needed tree removal
- Provide all gravel and rip rap
- City will complete testing of repaired water main
- City will operate all valves
- City will apply grass seed to area needed

SECTION X

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R2017-35

A RESOLUTION ADOPTING THE BELTON NATURE AREA PROJECT ALONG OIL CREEK, A DESIGNATED FLOODPLAIN ZONE, ON CITY PROPERTY NORTH OF THE IMPROVED PORTION OF THE OIL CREEK TRAIL BETWEEN 162ND AND 160TH STREETS INCLUDING ACCESS BY TRAIL USERS FOR HIKING, BIKING, FOR SCOUT TROOPS FOR SCOUTING OUTDOOR SKILLS DEVELOPMENT, AND TO BE USED FOR OVERNIGHT CAMPING.

WHEREAS, Gary Mallory, community activist, and the Belton Scout organizations desire to have access to some land to work toward scouting outdoor skills badges, promote outdoor conservation/land stewardship and work with the City to provide a public service; and

WHEREAS, the unimproved section of Oil Creek Trail between 162nd and 160th Streets was an area identified where these activities might combine to meet several goals of the Scouts, City and Parks; and

WHEREAS, this property is surrounded by residential homes within a R-1 Single Family zoning district and a designated floodplain zone; and

WHEREAS, Gary Mallory conducted an informal survey of the property owners along the proposed area to see if the property owners would have objections to such activity and for the most part, very little objection was expressed; and

WHEREAS, Gary Mallory had a series of meetings with the Park Staff and the Scouting organizations to define the area to be used, how access would be designated, how a multi-disciplinary Advisory would direct the development of this area and fine tune a project description; and

WHEREAS, City Staff and the Park Department have determined that this project has merit to assist with the connection of sections of hiking and biking trail as part of the Belton Master Trail Plan and the Metro Greenway Trail Plan; and

WHEREAS, this project proposal has been presented to the Planning Commission, Building and Grounds Subcommittee, and Park Board for discussion; and

WHEREAS, the City Council believes that the activities described herein and use of City property in support of the Scouting organizations and the general public will benefit the health and general welfare of the citizens of Belton.

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

SECTION 1. That the City Council adopts the Belton Nature Area Project Description for a one (1) year trial.

SECTION 2: In September 2018, a formal evaluation will be completed by the Park Department and Board with all parties involved to ascertain if the program, particularly the group overnight camping, is sustainable and provides a safe and desirable use of city property as well as efficient use of park programming and facilities staff.

SECTION 3. This Resolution shall take effect and be in full force after its adoption by the City Council.

Duly read and passed this 22nd day of August, 2017.

Mayor Jeff Davis

ATTEST:

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

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

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton, Missouri, and that the foregoing Resolution was regularly introduced at a regular meeting of the City Council held on the 22nd day of August, 2017, and adopted at a regular meeting of the City Council held the 22nd day of August, 2017 by the following vote, to-wit:

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

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

Belton Nature Area Project Description
Prepared by Gary Mallory and Megan McGuire
Revised August 16, 2017

LOCATION

The Belton Nature Area is proposed to be located along the designated but unimproved Oil Creek Trail area between 162nd and 160th Streets. An aerial map is attached to this Project Description for reference. (The Belton Department of Public Works/Engineering Division shall provide the City, Park Board and Advisory Board with a certified legal description of the Nature Area.) This nature area is located adjacent to a floodplain, stream buffer and in an R-1 zoning district. The area is proposed to be a non-exclusive use nature area with an extension of the Oil Creek hiking and biking trail and primitive camping and outdoor activities area designated for Scouting Organizations. The users of the area will be challenged to leave the area as they found it - in as natural a state as humanly possible.

PURPOSE

The purposes of the nature area are to:

- a. Preserve a natural area within the City of Belton for the enjoyment of the citizens of Belton;
- b. Provide a natural area for hiking and biking within the City and to further connect to regional trails in the northern portion of Belton and Cass County; and
- c. Provide an area for Scouting Organizations to further their objectives with outdoor skills development.
- d. Provide for group/organized camping only upon request and permit.

OVERSIGHT AND ADMINISTRATION

The Belton Nature Area will be contained within tracts of land owned by the City of Belton and managed by the Park Board through the Belton Parks and Recreation Department. The Belton Parks and Recreation Department shall be responsible for the construction and maintenance of the trail within the Belton Nature Area. In addition, Parks Department will be responsible for preparing and posting Rules of the Nature Area signage including the permitting requirements for overnight camping.

It is recommended that a Belton Nature Area Advisory Board be established with voting members including:

- The Belton Director of Public Works (or his/her designee)
 - The Belton Director of Parks and Recreation (or his/her designee)
 - One member of the Belton City Council (appointed by the Mayor)*
 - One member from the Belton Parks and Recreation Board (appointed by the Chair)*
 - One member from the community (appointed by the Mayor)*
- (The * members shall serve for a 3 year term----initial terms shall be staggered)

One member of each Belton Scout Troop will be a non-voting member of the Board

The Advisory Board could provide the following advisory services:

- 1) What Parks regulations need to be updated or changed;
- 2) What are the practical issues and solutions for the following:
 - a) Safety and security – including purchase and installation of Blue Light/Emergency notification system along this isolated section of trail
 - b) Zoning limitations since in an R-1 residential zoning district
 - c) Floodplain and stream buffer limitations if any
 - d) Noise control

- e) Parking on-site and off-site
 - f) Lighting
 - g) Access dusk to dawn
 - h) Segregation of vehicle access, bike access and Scouts
 - i) Handling of garbage and toilet facilities
 - j) Signage
 - k) Trail material and width – aggregate rock and 8’ wide???
 - l) Non-exclusive use between citizens walking or bicycling and scouts camping and exploring
- 3) Describe how this project relates to the Belton Master Trail Plan;
 - 4) Describe how this project relates to Metro Greenway Trail Plan;
 - 5) Describe how this project relates to the MoDOT Agreements to construct the Oil Creek Greenway Trail Project (Ordinance No. 2008-3433), Oil Creek Greenway License Agreement with MoDOT (Ordinance No. 2010-3668) and ADA compliant sidewalk between Belton and Raymore (Ordinance No. 2015-4089);
 - 6) Describe what possible roles the Scouts may play in setting up the trail, camping area, parking area, signs, etc.;
 - 7) Describe what possible roles the Scouts may play in the ongoing maintenance of the area;
 - 8) How to define spaces for non-exclusive use by general public and Scouts;
 - 9) How it this project phased in and continue to provide experiential learning to Scouts year after year; and
 - 10) Describe what the approval processes might look like through Building/Grounds Committee, Parks, City Council and Scouts

The Scouting Organizations shall provide insurance certificates to the Director of Parks and Recreation prior to using the Nature Area for camping or other organized outdoor activities.

USE OF THE NATURE AREA

Scouting organizations may use the area for furthering the objectives of scouting in the areas of camping, conservation, pioneering, wood craft etc.

Scouting organizations may designate individual troop campsites with approval of the Advisory Board.

Prior to any group overnight camping and/or scheduled Scouting Activity in the Nature Area the responsible Party/Scoutmaster shall notify the Belton Parks and Recreation Department of the activity planned including date, time, location and expected duration. The Belton Parks and Recreation director or designee shall notify Belton Police and Fire Departments of overnight permits/stays for safety of campers in the event of a high water events or other emergency.

No permanent structure shall be allowed without a recommendation from the Advisory Board and approval of the Park Board and City Council.

PROPOSED BELTON NATURE AREA ALONG

Oil Creek Trail



